



LYNNWOOD CITY COUNCIL Business Meeting
City Hall Council Chambers 19100 44th Ave W Lynnwood WA 98036
MONDAY, SEPTEMBER 8, 2025 6:00 PM

1. CALL TO ORDER
2. FLAG SALUTE
3. LAND ACKNOWLEDGEMENT
4. ROLL CALL
5. MESSAGES AND PAPERS FROM THE MAYOR
6. WRITTEN COMMUNICATIONS AND PETITIONS
7. PRESENTATIONS AND PROCLAMATIONS
 - 7.A [Proclamation: National Hispanic Heritage Month \(Sept 15 – Oct 15\)](#) - 10 minutes
8. PUBLIC COMMENTS AND COMMUNICATIONS - up to 30 minutes
9. COUNCIL COMMENTS AND ANNOUNCEMENTS
10. PUBLIC HEARING
 - 10.A [Public Hearing: Retail Cannabis](#) - 45 minutes
Karl Almgren, AICP, Community Planning Manager; Rebecca Samy, Principal Planner; Zack Spencer, Planner
 - 10.B [Public Hearing: Annexation of Edmonds School District Old Alderwood Middle School](#) - 10 minutes
Karl Almgren, AICP, Community Planning Manager
11. UNANIMOUS CONSENT AGENDA
 - 11.A [Voucher Approval](#) - 0 minutes
Michelle Meyer, Finance Director
 - 11.B [Agreement: Additional Opioid Settlement Agreements and Participation Forms](#) - 0 minutes
Julie Moore, Assistant City Administrator

11.C [Contract #3916 - Request to Exceed \\$100k Purchasing Threshold](#) - *0 minutes*
Nicholas Barnett, Development Services Supervisor

11.D [Contract Amendment: City Public Defense Services](#) - *0 minutes*
Julie Moore, Assistant City Administrator

12. BUSINESS ITEMS AND OTHER MATTERS

12.A [Ordinance: Amendment to LMC 2.04.060 - Qualifications to Hold City Elective Office](#) - *10 minutes*
Council Member Patrick Decker

12.B [Ordinance: Annexation of Edmonds School District Old Alderwood Middle School](#)
- *10 minutes*
Karl Almgren, AICP, Community Planning Manager

13. NEW BUSINESS

ADJOURN

CITY COUNCIL 7.A
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Proclamation: National Hispanic Heritage Month (Sept 15 – Oct 15)

DEPARTMENT CONTACT: Doug Raiford, Executive Office

SUMMARY:

A proclamation is to be read and adopted in honor of National Hispanic Heritage Month (Sept 15 – Oct 15)

ESTIMATED TIME:

10

SUGGESTED ACTION:

Adopt

DEPARTMENT ATTACHMENTS

Description:

[Proclamation - Hispanic Heritage Month.pdf](#)

[Proclamation - Hispanic Heritage Month - in Spanish.pdf](#)



LYNNWOOD
WASHINGTON

Proclamation

City of Lynnwood
National Hispanic Heritage Month

WHEREAS, National Hispanic Heritage Month celebrates the Hispanic and Latino community and highlights its countless achievements; and

WHEREAS, Many Latino Americans trace their roots to the cultures of the indigenous peoples of the Americas -- including the Arawaks (Puerto Rico), the Aztecs (Mexico), the Incas (South America), the Maya (Central America), and the Tainos (in Cuba, Puerto Rico and other places), some trace their roots to the Spanish explorers, other Latinos trace their roots to the Africans who were brought as slaves to the New World; and

WHEREAS, September 15 - October 15, 2025 is recognized as National Hispanic Heritage Month, which is a time to renew our commitment to honoring the invaluable ways Latinos contribute to our common goals, celebrate their diverse cultures, and to work towards a strong, more inclusive, and more prosperous society for all; and

WHEREAS, Latinos have played a significant role in the history of Washington State's economic, cultural, spiritual and political development; and

WHEREAS, much of Lynnwood's honor, strength and distinction can be attributed to the diversity of cultures and traditions that are celebrated by our community members; and

WHEREAS, Latino Americans represent a significant and fast growing demographic of the City of Lynnwood, and we honor the invaluable ways which Latino Americans add value to our great city; and

NOW, THEREFORE BE IT RESOLVED that we, Mayor Christine Frizzell, and the Lynnwood City Council, proclaim September 15 - October 15, 2025 as National Hispanic Heritage Month in the City of Lynnwood and we call upon public officials, educators, businesses, volunteers, and all people of Lynnwood to join us in celebrating the great contributions of Hispanic and Latino Americans to our city, state, and nation.

Christine Frizzell, Mayor
September 8, 2025

Nick Coelho, City Council President
September 8, 2025



LYNNWOOD
WASHINGTON

Proclamation

City of Lynnwood
Mes Nacional de la Herencia Hispana

CONSIDERANDO QUE, el Mes Nacional de la Herencia Hispana celebra a la comunidad latina y destaca sus innumerables logros; y

CONSIDERANDO QUE, muchos latinoamericanos tienen sus raíces en las culturas de los pueblos indígenas de las Américas, incluidos los arahuacos (Puerto Rico), los aztecas (México), los incas (América del Sur), los mayas (América Central) y los Taínos (en Cuba, Puerto Rico y otros lugares), algunos tienen sus raíces en los exploradores españoles, otros latinos tienen sus raíces en los africanos que fueron traídos como esclavos al Nuevo Mundo; y

CONSIDERANDO QUE, del 15 de septiembre al 15 de octubre del 2025 es reconocido como el Mes Nacional de la Herencia Hispana, que es un momento para renovar nuestro compromiso de honrar las formas invaluableles en que los Latinos contribuyen a nuestros objetivos comunes, celebran sus diversas culturas y trabajan hacia una sociedad inclusiva y más próspera para todos; y

CONSIDERANDO QUE, los Hispanos/Latinos han desempeñado un papel importante en la historia del desarrollo económico, cultural, espiritual y política del estado de Washington; y

CONSIDERANDO Que, gran parte del honor, la fuerza y la distinción de Lynnwood se pueden atribuir a la diversidad de culturas y tradiciones que celebran los miembros de nuestra comunidad; y

CONSIDERANDO QUE, los latinoamericanos representan un grupo demográfico significativo y de rápido crecimiento de la ciudad de Lynnwood, y honramos las formas invaluableles en que los latinoamericanos agregan valor a nuestra gran ciudad; y

AHORA, POR LO TANTO, SE RESUELVE que nosotros, la Presidenta Municipal Christine Frizzell y el Concejo Municipal de Lynnwood, proclamamos del 15 de septiembre al 15 de octubre de 2025 como el Mes Nacional de la Herencia Hispana en la Ciudad de Lynnwood y hacemos un llamado a los funcionarios públicos, educadores, empresarios, voluntarios y a toda la gente de Lynnwood para que se unan a nosotros para celebrar las grandes contribuciones de los latinoamericanos a nuestra ciudad, estado y nación.

Christine Frizzell, Mayor
September 8, 2025

Nick Coelho, City Council President
September 8, 2025

CITY COUNCIL 10.A

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Public Hearing: Retail Cannabis

DEPARTMENT CONTACT: Rebecca Samy, Development and Business Services

SUMMARY:

The public hearing is to receive public input regarding ordinance to amend the municipal code to permit retail cannabis in specific zones and with limitations.

PRESENTER:

Karl Almgren, AICP, Community Planning Manager; Rebecca Samy, Principal Planner; Zack Spencer, Planner

ESTIMATED TIME:

45

BACKGROUND:

A staff memo, presentation, and ordinance are included.

SUGGESTED ACTION:

Hold a public hearing, receive public testimony, and ask clarifying questions to staff.

DEPARTMENT ATTACHMENTS

Description:

[Staff Memo](#)

[Attachment 1 Background.pdf](#)

[Attachment 2 Draft Ordinance](#)

[Staff Presentation](#)

Public Hearing: Retail Cannabis (CAM-25-0004)**Staff Contacts:**

Karl Almgren, AICP, Community Planning Manager
Rebecca Samy, CFM, Principal Planner
Zack Spencer, Planner

Background:

At the July 14, 2025, City Council directed staff to draft an ordinance allowing retail cannabis in Lynnwood. This direction included which zones retail cannabis could locate and the technical requirements for regulating cannabis within the city. Additional background information on past Council and Commission actions can be found in Attachment 1.

State Regulations:

The Washington State Liquor and Cannabis Board (WSLCB) regulates the licensing of retail, processing, production, and sales of cannabis. Revised Codes of Washington (RCW) 69.50 and Washington Administrative Code (WAC) 314-55 establishes minimum distances for retail cannabis location from defined uses, advertisement controls, security requirements and other regulations for retail cannabis. Buffers and advertisement are two areas that jurisdictions can modify under state regulation.

Buffers:

RCW 69.50.331(8) requires licensed cannabis producers, processors or retailers to be located at least 1,000 feet from the following restricted entities:

- Elementary or secondary school;
- Playground;
- Recreation center or facility;
- Child care center;
- Public park;
- Public transit center;
- Library; or
- Any game arcade (where admission is not restricted to persons age 21 or older)

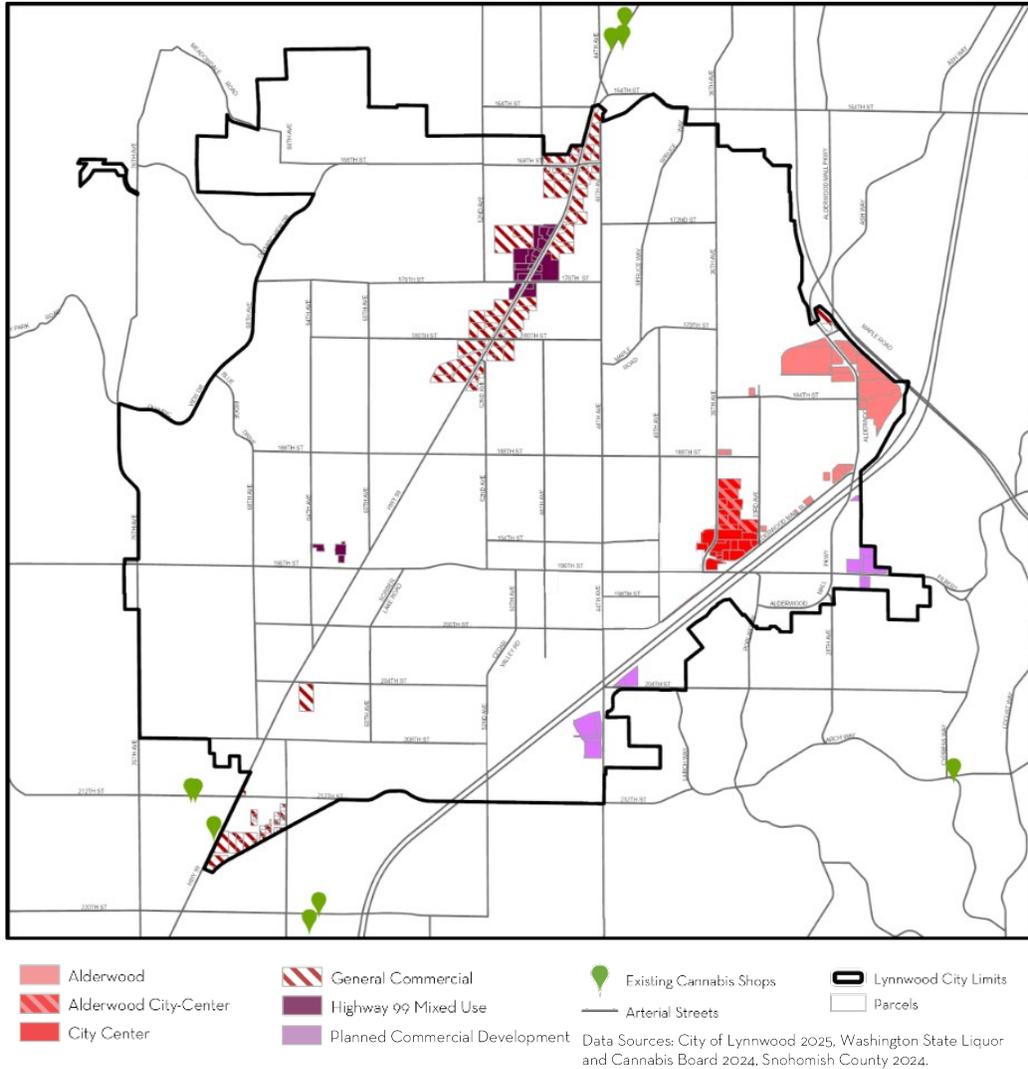
Local governments may reduce the 1,000 feet buffer to 100 feet around all entities except elementary schools, secondary schools, and public playgrounds by enacting an ordinance authorizing the distance reduction.

Planning Commission Recommendation:

On August 14, 2025, the Planning Commission held a public hearing on the ordinance. The Planning Commission recommends adoption of the ordinance with the amendment that the minimum distances between retail cannabis locations and restricted entities (except

elementary schools, secondary schools, and playgrounds) be set at 300 feet. This recommendation is different from the 100 foot buffer identified by Council. The Planning Commission’s recommendation is reflected in the attached draft ordinance (Attachment 2).

Below is a map of the Planning Commission’s recommendation.



Next Steps:

Council consideration of the ordinance will be on September 22, 2025.

Attachments:

1. Project Background
2. Draft Ordinance
3. Staff Presentation

Background:

In 2012, Washington voters passed Initiative 502 (I-502) legalizing cannabis including state-licensed producers, processors, and retailers.

On June 8, 2015, the City of Lynnwood adopted Ordinance 3136 which prohibited the retail sales, production, and processing of marijuana and/or marijuana-infused products, and medical marijuana collective gardens as either a primary or accessor use, or as a home occupation in all zones city-wide.

On September 23, 2024, the City Council approved the following motion made by Councilmember Hurst:

“I move that the Lynnwood City Council directs the Planning Commission to conduct a thorough review of the current zoning limitations and restrictions pertaining to retail cannabis within city limits. The Planning Commission is further directed to develop a comprehensive set of recommendations that would amend the City’s zoning code and regulations to allow for the establishment of retail cannabis stores in designated zones. These recommendations should assume the end of the current ban on retail cannabis within the City of Lynnwood, and they must be presented to the City Council no later than March 31, 2025, for further consideration”.

On February 13, 2025, City Staff met with the Planning Commission and discussed buffer limitations.

On February 27, 2025, City Staff met with Planning Commission and discussed advertisement and permissive use of alcohol.

On March 27, 2025, Liquor Cannabis Board presented to the Planning Commission including the Cannabis Social Equity Program.

On March 27, 2025, the Planning Commission recommended development of an ordinance to allow retail cannabis in the following zones; Highway 99 Mixed-Use (HMU), General Commercial (CG), and Alderwood (A) zone subject to the following conditions:

1. Provide a minimum 1,000-foot buffer in the Highway 99 Mixed-Use and General Commercial zones for restricted entities which are allowed a reduced buffer.
2. Provide a minimum 300-foot buffer in Alderwood zone for restricted entities which are allowed a reduced buffer.
3. Require landscaping, parking, and other standards required for retail uses in the underlying zone.

The Planning Commission also recommended reevaluating the City Center zone for retail cannabis after construction of the future Town Square Park. The motion does not include reference to requiring bollards as the Commission sought to balance aesthetics with

necessity. The Commission deliberated on this item and determined that businesses will place bollards as needed.

On March 27, 2024, the Planning Commission's recommendation was forwarded to City Council.

On April 21, 2025, Staff presented the Planning Commission recommendation to City Council which identified differing opinions and identified need for clarification on next steps.

On April 28, 2025, City Council affirmed that retail cannabis should be allowed within Lynnwood and approved a project schedule for Council consideration of an ordinance on September 22, 2025.

On May 5, 2025, City Council developed a list of additional items and consideration for review including maps of required, reduced, or expanded buffer. On June 11, 2025, DBS and LPD met to discuss Council's questions.

On June 16, 2025, Staff presented a series of maps displaying the retail zones where retail cannabis could locate, buffering from restricted entities, reduced buffers when allowed, and increased buffers. City Council raised questions regarding potency levels, training requirements, limitation of licenses, and other topics that largely fall within the regulatory capacity of the state and not the local jurisdiction.

On July 14, 2025, Staff facilitated a conversation with City Council to receive direction for the drafting of an ordinance allowing retail cannabis in the City. The City Council passed two motions which directed staff to draft an ordinance allowing retail cannabis in Lynnwood. The motions provided direction on which zones retail cannabis could locate and the technical requirements for regulating cannabis within the city and are listed below:

1st Motion:

To direct Staff to develop an ordinance permitting retail cannabis in the following zones:

- General Commercial
- Highway 99 Mixed Use
- City Center
- Alderwood
- Alderwood-City Center Transition
- Planned Commercial Development

2nd Motion:

To direct staff to draft an ordinance which includes planned future parks on the restricted entities list, reduces all variable buffers for all permitted zones to 100 feet, and to follow state law with regard to advertisement, and follow city-wide design guidelines.

On July 24, 2025, Staff presented a draft retail cannabis ordinance based City Council's direction in advance of Planning Commission's August 14, 2025, public hearing on the ordinance.

On August 14, 2025, the Planning Commission held a public hearing on the ordinance. The Planning Commission recommended adoption of the ordinance with the amendment that the minimum distances between retail cannabis locations and restricted entities (except elementary schools, secondary schools, and playgrounds) be set at 300 feet. This recommendation is different from the 100 foot buffer identified by Council. The Planning Commission's recommendation is reflected in the draft ordinance.

On September 2, 2025, Staff presented the Planning Commission's recommendation to City Council.



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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, AMENDING LYNNWOOD MUNICIPAL CODE CHAPTER 8.35 USE REGULATIONS TO ALLOW RETAIL CANNABIS IN CERTAIN ZONES; ADOPTING RETAIL CANNABIS REGULATIONS; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, the City of Lynnwood is a municipal corporation organized under the laws of the State of Washington;

WHEREAS, under RCW 35A.11 and 35A.63, the City Council of the City of Lynnwood has the authority to adopt ordinances relating to the use of real property located within the City; and

WHEREAS, in November 2012, voters of Washington State approved Initiative 502 (I-502), which authorizes the Washington State Liquor and Cannabis Board (LCB) to regulate and tax recreational marijuana for persons twenty-one years of age or older; and

WHEREAS, the LCB administers minimum buffer distances from specific restricted entities including, but not limited to, primary and secondary schools, and playgrounds;

WHEREAS, on October 8, 2018, the Lynnwood City Council approved resolution 2018-08 envisioning a Town Square Park featuring gathering spaces, lawn, a playground and other elements; and

WHEREAS, on March 14, 2022, the Lynnwood City Council approved the acquisition of 4027 198th St. SW for the future Town Square Park; and

WHEREAS, on September 23, 2024, the Lynnwood City Council passed a motion directing the Planning Commission to conduct a thorough review of the current zoning limitations and restrictions pertaining to retail cannabis within the city limits and to develop a comprehensive set of recommendations allowing for the establishment of retail cannabis stores in designated zones; and

40 WHEREAS, on March 27, 2025, the City of Lynnwood Planning Commission's
41 recommendation was provided to the Lynnwood City Council; and
42

43 WHEREAS, on April 24, 2025, the City of Lynnwood SEPA Responsible Official issued a
44 Determination of Non-significance (DNS) on the proposal (SEPA record #202501690); and
45

46 WHEREAS, on April 24, 2025, notice of the proposed code amendment was sent to the
47 Washington State Department of Commerce in accordance with RCW 36.70A.106; and
48

49 WHEREAS, on April 28, 2025, the Lynnwood City Council adopted a work schedule to
50 address retail cannabis and held work sessions on May 5, and June 16, 2025, to develop items for
51 consideration and provided direction for ordinance development; and
52

53 WHEREAS, on July 14, 2025, the Lynnwood City Council discussed the appropriate zones
54 and buffer distances in accordance with RCW 69.50.331(8)(b); and
55

56 WHEREAS, on August 14, 2025, the Lynnwood Planning Commission held a duly noticed
57 public hearing on the proposed ordinance, accepted testimony and by regular motion voted that
58 the Lynnwood City Council approve amendments to the Lynnwood Municipal Code as provided
59 herein; and
60

61 WHEREAS, on September 8, 2025, the City Council of the City of Lynnwood held a duly
62 noticed public hearing to consider the Planning Commission's recommendation and accept public
63 testimony; and
64

65 WHEREAS, the Lynnwood City Council finds that the reduction of minimum distances
66 between state-licensed retail cannabis premises and the facilities described in RCW
67 69.50.331(8)(a), except elementary schools, secondary schools, and playgrounds, from 1,000 feet
68 to 300 feet, will not negatively impact the City of Lynnwood's civil regulatory enforcement,
69 criminal law enforcement interests, public safety, or public health; and
70

71 WHEREAS adoption of the ordinance will allow retail cannabis sales in certain zones and
72 subject to certain regulations in the City of Lynnwood;
73

74 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO
75 ORDAIN AS FOLLOWS:
76

77 Section 1: Purpose: The purpose of this ordinance is to amend Title 8 to permit retail cannabis
78 in certain zones, adopt use limitations for retail cannabis in the City of Lynnwood, and reduce the
79 minimum distances between state-licensed retail cannabis premises and the facilities described
80 in RCW 69.50.331(8)(a), except elementary schools, secondary schools, and playgrounds, from
81 1,000 feet to 300 feet.
82

83 Section 2: Findings of Fact: The City Council hereby incorporates by this reference as Findings
 84 of Fact all recitals set forth as “WHEREAS” clauses. In addition, and upon consideration of the
 85 provisions of this Ordinance, the City Council finds that the code amendments contained herein
 86 are: a) consistent with the comprehensive plan; b) substantially related to the public health,
 87 safety, or welfare; and c) not contrary to the best interest of the citizens and property owners of
 88 the City of Lynnwood.

89
 90 Section 3: Amendment: LMC 8.35, Article 2 Use Tables, Table 8.35.08 is hereby amended to read:
 91 Table 8.35.08

Retail & General Services	RN	MHP	RM-45	City Center	Alderwood	ACC	PCD	NC	CG	HMU	CDM	LI	P-I	OSP
Retail	--	--	--	P	P	P	P	P	P	P	P	P	--	--
Outdoor Retail	--	--	--	--	P	--	P	--	P	--	--	P	--	--
Retail Cannabis	--	--	--	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	<u>P</u>	<u>P</u>	--	--	--	--
Wholesale Trade	--	--	--	--	P	--	P	--	P	--	--	--	--	--
Outdoor Produce Stand	--	--	--	T	T	T	T	T	P	T	T	--	--	--
Gun Stores	--	--	--	--	--	--	--	--	P	--	--	--	--	--
Pawnshop	--	--	--	--	--	--	--	--	P	--	--	--	--	--
Health & Fitness Clubs	--	--	--	P	P	P	P	P	P	P	P	C	P	--
Offices	--	--	--	P	P	P	P	P	P	P	P	P	P	--
Maker Spaces	--	--	--	P	P	P	P	P	P	P	P	P	P	--
Personal Services	--	--	--	P	P	P	P	P	P	P	P	--	--	--
Limitations on Retail and General Services Uses are identified in LMC 8.35.0345														

92
 93 Section 4: Amendment: LMC 8.35, Article 3 Use Limitations, 8.35.0345(A) Retail &
 94 General Services is hereby amended to read:

95
 96 **8.35.0345 Retail & General Services**

97
 98 A. Retail Cannabis

- 99
 100 1. Retail cannabis is prohibited in the City of Lynnwood. A retail cannabis business may not
 101 be located within 1,000 feet of the perimeter of the grounds of any of the following
 102 entities:
 103 a. Elementary or secondary school;
 104 b. Playground;
 105 c. Playground that is planned as an element of a park that is identified in an adopted
 106 capital facilities plan, or that has a site-specific location approved by the City Council
 107 prior to the date the Washington State Liquor Cannabis Board has received a cannabis

108 license application from a cannabis-related business proposing to operate in a
109 location that would be in conflict with a minimum distance requirement of the LMC.

111 For the purposes of this subsection, “Playground” shall have the same meaning as
112 defined in WAC 314-55-010(39).

114 2. A retail cannabis business may not be located within 300 feet of the perimeter of the
115 grounds of any of the following entities:

- 116 a. Recreation center or facility;
- 117 b. Child care center;
- 118 c. Public park that is existing;
- 119 d. Public park that is planned and identified in an adopted capital facilities plan and that
120 has a site-specific location approved by city council prior to the date the Liquor
121 Cannabis Board has received a cannabis license application from a cannabis-related
122 business proposing to operate in a location that would be in conflict with a minimum
123 distancing requirement in the LMC;
- 124 e. Public Transit center;
- 125 f. Library; or
- 126 g. Game arcade that allows admittance of persons under the age of 21.

128 For purposes of this subsection, “Public park” shall have the same meaning as defined
129 in WAC 314-55-010(41).

131 3. Pursuant to Chapter 314-55-050 WAC and for the purposes of (1) and (2) of this
132 subsection, the shortest straight line originating from the perimeter of the proposed
133 cannabis retail location and ending at the perimeter of a use listed in LMC
134 8.35.0345(A)(1)-(2) shall be the distance measured.

136 4. Retail cannabis advertisements are subject to the requirements of RCW 69.50.369,
137 Chapter 314-55-155 WAC and LMC 8.40.0800, whichever is more restrictive. No off-
138 premises signage is allowed.

140 5. All retail cannabis location must comply with the Citywide Design Guidelines.

142 6. To operate within the City, each cannabis retail business is required to have a current
143 business license issued by Washington State under the provisions of Chapter 314-55 WAC
144 and a current business license issued by the City under the provisions of Chapter 5.06
145 LMC.

146

147 Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should
148 be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
149 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
150 clause or phrase or word of this ordinance.
151

152 Section 6. Effective Date: This ordinance or an approved summary thereof consisting of its
153 title shall be published in the City’s official newspaper of record and shall take effect and
154 be in full force five days following its publication.
155

156 PASSED BY THE CITY COUNCIL THIS XX day of XXXXXXX, 20XX.
157

158
159 APPROVED:

160
161 _____
162 Christine Frizzell, Mayor

163
164
165 ATTEST/AUTHENTICATED:

166 APPROVED AS TO FORM:

167
168 _____
169 Luke Lonie, City Clerk

167
168 _____
169 Lisa Marshall, City Attorney



LYNNWOOD
WASHINGTON

A great deal more

Public Hearing: Retail Sales of Cannabis
City Council
September 8, 2025

Karl Almgren, AICP, Planning Manager
Rebecca Samy, Principal Planner
Zack Spencer, Planner

Background

- September 23, 2024, City Council passed a motion directing the Planning Commission to develop a set of recommendations to amend city code to allow for the establishment of retail cannabis stores in designated zones.
- February – March 2025 Planning Commission work sessions to develop set of comprehensive recommendations.
- March 27, 2025, Planning Commission’s recommendation forwarded to the City Council.
- April 21, 2025, Planning Commission’s recommendation presented to City Council with an outcome of differing opinions between Council and Planning Commission.
- April – July 2025 City Council worked through questions and provided direction to staff for the creation of an ordinance.
- August – September 2025 Planning Commission and City Council hold public hearings on ordinance.



Proposed Amendments:

- ❑ Amend LMC 8.35, Table 8.35.08 to allow retail cannabis in the City Center, Alderwood, Alderwood-City Center, Planned Commercial Development, General Commercial and Highway 99 Mixed-Use zones.

- ❑ Amend LMC 8.35.0345(A) Use Limitations to identify regulatory limitations for retail cannabis including:
 - Adopting by reference state definitions and regulations for retail cannabis.
 - Adding planned future parks (including playgrounds) to the restricted entities list.
 - Establishing a minimum buffer from the state restricted entities list set at 300 feet.
 - Requirement for a City of Lynnwood business license.
 - Requirement that all retail cannabis sites follow the Citywide Design Guidelines.



Use Table: LMC 8.35.08

Retail & General Services	RN	MHP	RM-45	City Center	Alderwood	ACC	PCD	NC	CG	HMU	CDM	LI	P-I	OSP
Retail	--	--	-	P	P	P	P	P	P	P	P	P	--	--
Outdoor Retail	--	--	-	--	P	--	P	--	P	--	--	P	--	--
Retail Cannabis	--	--	--	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	--	<u>P</u>	<u>P</u>	--	--	--	--
Wholesale Trade	--	--	--	--	P	--	P	--	P	--	--	--	--	--
Outdoor Produce Stand	--	--	--	T	T	T	T	T	P	T	T	--	--	--
Gun Stores	--	--	--	--	--	--	--	--	P	--	--	--	--	--
Pawnshop	--	--	--	--	--	--	--	--	P	--	--	--	--	--
Health & Fitness Clubs	--	--	--	P	P	P	P	P	P	P	P	C	P	--
Offices	--	--	--	P	P	P	P	P	P	P	P	P	P	--
Maker Spaces	--	--	--	P	P	P	P	P	P	P	P	P	P	--
Personal Services	--	--	--	P	P	P	P	P	P	P	P	--	--	--
Limitations on Retail and General Services Uses are identified in LMC 8.35.0345														



Use Limitations: LMC 8.35.0345(A) Retail & General Services

A. Retail Cannabis

1. Retail cannabis is prohibited in the City of Lynnwood. A retail cannabis business may not be located within 1,000 feet of the perimeter of the grounds of any of the following entities:
 - a. Elementary or secondary school;
 - b. Playground;
 - c. Playground that is planned as an element of a park that is identified in an adopted capital facilities plan, or that has a site-specific location approved by the City Council prior to the date the Washington State Liquor Cannabis Board has received a cannabis license application from a cannabis-related business proposing to operate in a location that would be in conflict with a minimum distance requirement of the LMC.

For the purposes of this subsection, “Playground” shall have the same meaning as defined in WAC 314-55-010(39).



Use Limitations: LMC 8.35.0345(A) Retail & General Services

2. A retail cannabis business may not be located within 300 feet of the perimeter of the grounds of any of the following entities:

- a. Recreation center or facility;
- b. Child care center;
- c. Public park that is existing;
- d. Public park that is planned and identified in an adopted capital facilities plan and that has a site-specific location approved by city council prior to the date the Liquor Cannabis Board has received a cannabis license application from a cannabis-related business proposing to operate in a location that would be in conflict with a minimum distancing requirement in the LMC;
- e. Public Transit center;
- f. Library; or
- g. Game arcade that allows admittance of persons under the age of 21.

For purposes of this subsection, “Public park” shall have the same meaning as defined in WAC 314-55-010(41).

Use Limitations: LMC 8.35.0345(A) Retail & General Services

3. Pursuant to Chapter 314-55-050 WAC and for the purposes of (1) and (2) of this subsection, the shortest straight line originating from the perimeter of the proposed cannabis retail location and ending at the perimeter of a use listed in LMC 8.35.0345(A)(1)-(2) shall be the distance measured.
4. Retail cannabis advertisements are subject to the requirements of RCW 69.50.369, Chapter 314-55-155 WAC and LMC 8.40.0800, whichever is more restrictive. No off-premises signage is allowed.
5. All retail cannabis location must comply with the Citywide Design Guidelines.
6. To operate within the City, each cannabis retail business is required to have a current business license issued by Washington State under the provisions of Chapter 314-55 WAC and a current business license issued by the City under the provisions of Chapter 5.06 LMC.

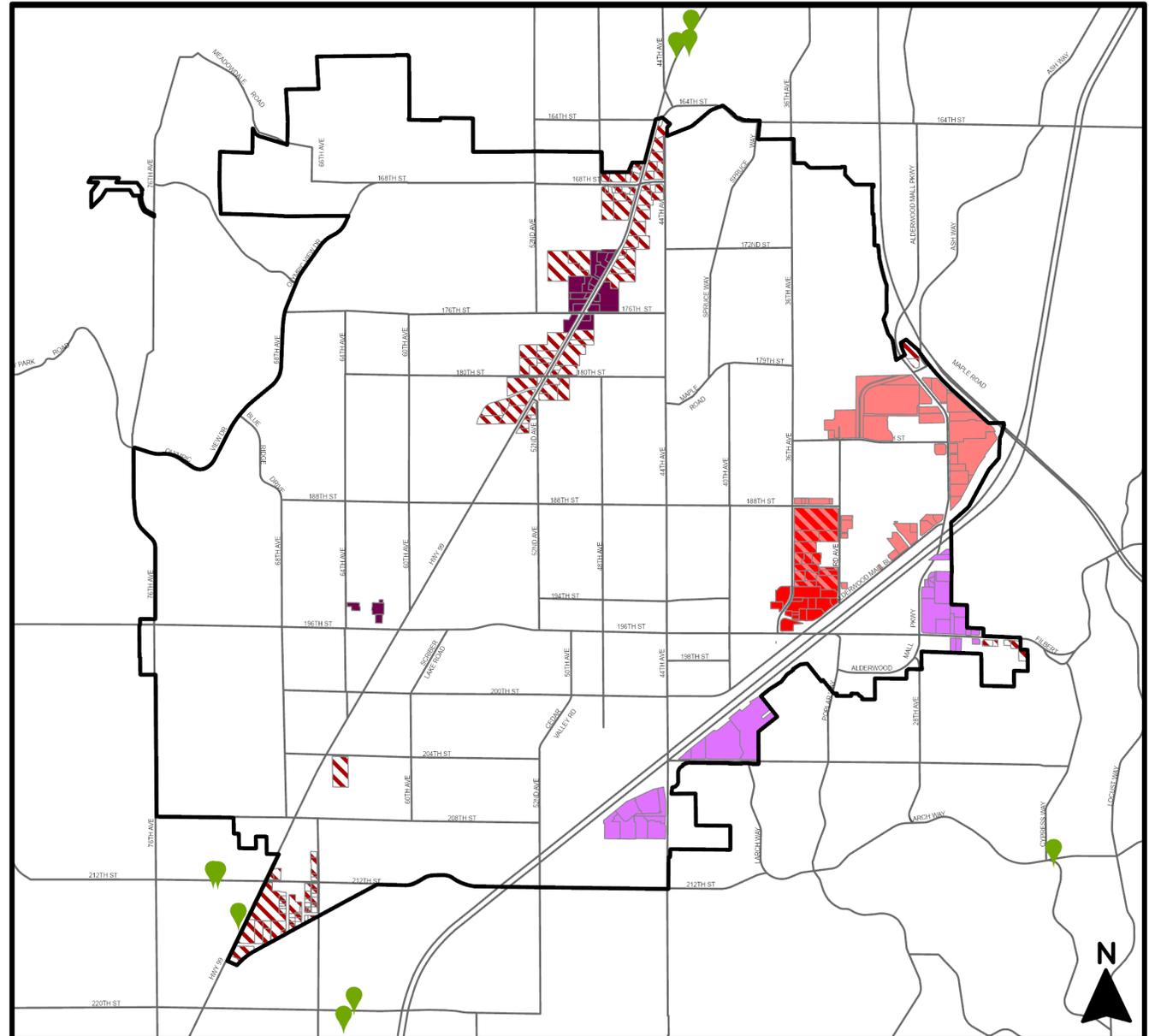


City Council Direction – July 14, 2025

- Permitted Zones:
 - CC
 - A
 - ACC
 - GC
 - H99
 - PCD
- Buffer reduced to 100 feet from all restricted entities allowed a reduction
- Future Playgrounds included as a restricted entity (1,000 foot buffer)



Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.

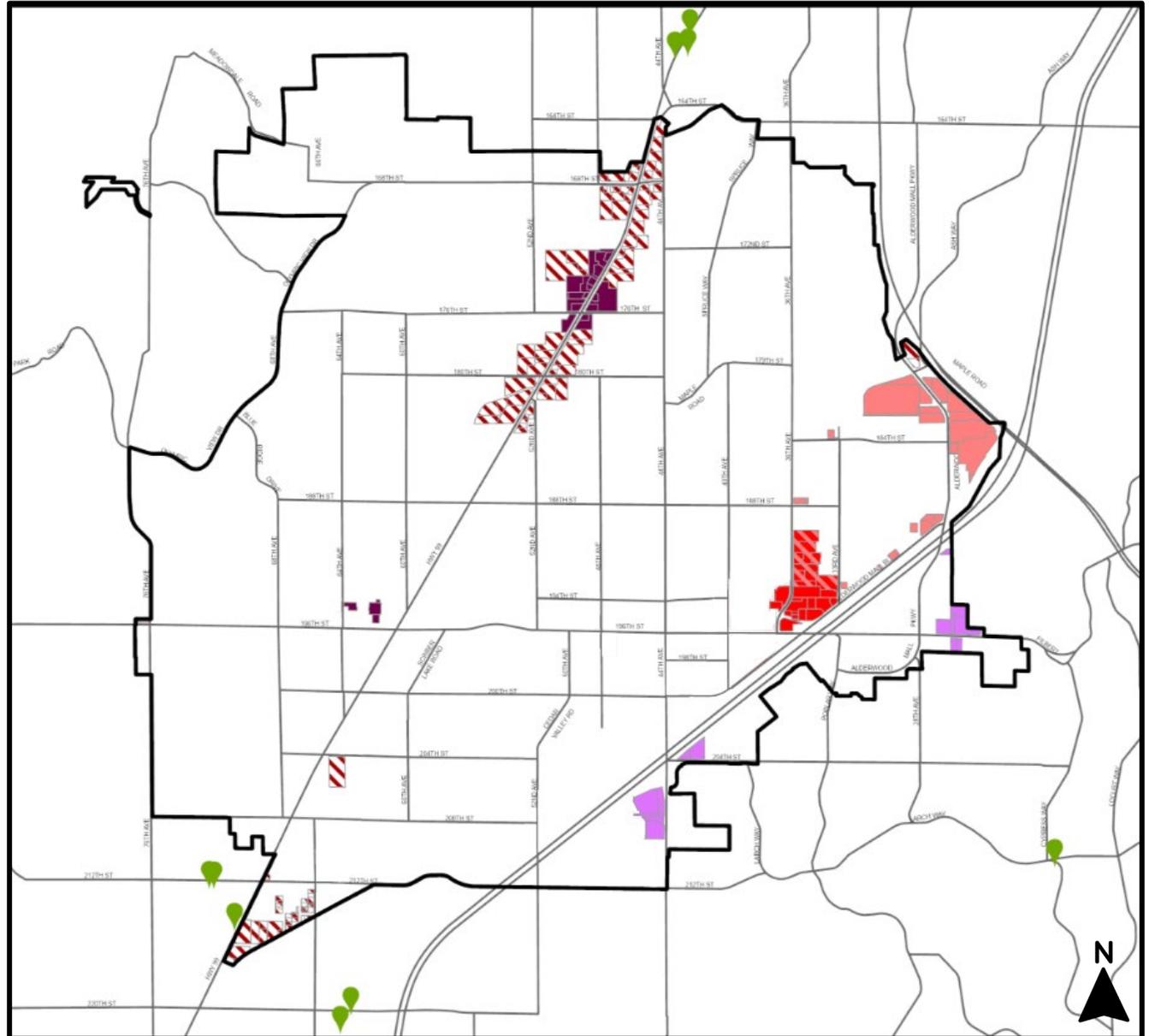


Planning Commission Recommendation - August 14, 2025

- Permitted Zones:
 - CC
 - A
 - ACC
 - GC
 - H99
 - PCD
- Buffer reduced to **300** feet from all restricted entities allowed a reduction
- Future Playgrounds included as a restricted entity (1,000 foot buffer)



Data Sources: City of Lynnwood 2025, Washington State Liquor and Cannabis Board 2024, Snohomish County 2024.



Next Steps:

- September 22, 2025, City Council Consideration



CITY COUNCIL 10.B

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Public Hearing: Annexation of Edmonds School District Old Alderwood Middle School

DEPARTMENT CONTACT: Rebecca Samy, Development and Business Services

SUMMARY:

The public hearing is to receive public input regarding the ordinance to annex the Edmonds School District site. Following the public hearing City Council will be asked to consider the adoption of the ordinance during New Business.

PRESENTER:

Karl Almgren, AICP, Community Planning Manager

ESTIMATED TIME:

10

SUGGESTED ACTION:

Hold a public hearing, receive public testimony and ask clarifying questions to staff. Following the public hearing City Council will consider the ordinance under the Business Items and Other Matters portion of the agenda.

PREVIOUS COUNCIL ACTIONS:

On November 18, 2024, the City of Lynnwood received a petition for annexation from the Edmonds School District regarding the Old Alderwood Middle School property located at 20000 28th Ave W, Lynnwood. On December 9, 2024, the City Council signed Resolution 2024-10, considering the annexation petition.

On December 9th, the City Council passed Resolution 2024-10 to consider the annexation petition. On April 14, 2025, the City Council passed Resolution 2025-05 accepting the notice of intent to commence annexation.

On June 6, 2025, the City filed a Notice of Intention for annexation of the Old Alderwood Middle School property with the Boundary Review Board.

On July 25, 2025, the Boundary Review Board confirmed that the 45-day review period for the New Middle School Annexation (BRB File No. 2-25-03) had ended on July 24, 2025, with no request for review being filed as outlined in RCW 36.93.100, and that the action was deemed approved.

VISIONS AND PRIORITIES ALIGNMENT:

LU Goal 8 Work collaboratively with Snohomish County to support the transition of annexation areas to City governance.

LU Policy 8.3 Future annexations shall be logical expansions of the City's boundaries.

LU Policy 8.4 Evaluate potential annexations based on the City's ability to provide sufficient services to the area, and the potential financial burden to the City resulting from annexation.

LU Policy 8.5 City provided infrastructure, utilities, and services shall be made available concurrently with, or within a reasonable time after, annexing land to the City.

DEPARTMENT ATTACHMENTS

Description:

[Staff Memo](#)

[RESOLUTION No. 2024-10.pdf](#)

[RESOLUTION No. 2025-05.pdf](#)

[Draft Ordinance.pdf](#)

[Exhibit A Legal Description.pdf](#)

[Exhibit B Map of Annexation Area.pdf](#)

[Staff Presentation](#)

Public Hearing and Ordinance: Annexation of Edmonds School District Old Alderwood Middle School

Staff Contact: Karl Almgren, AICP, Community Planning Manager

Summary

Edmonds School District (ESD) is redeveloping the Old Alderwood Middle School for a new middle school facility. Part of their redevelopment includes new access to Alderwood Mall Parkway at the signalized intersection of the private roadway serving Lowes. Edmonds School District has identified the primary driver for the annexation request is the efficiency of permitting and inspections under Lynnwood's Development & Business Services Department. Other considerations are access to the site from Alderwood Mall Parkway and proximity to Heritage Park both located within Lynnwood.

The Edmonds School District (ESD) announced in 2024 following the approval of the Replacement Technology/Capital levy, that funds were now available to construction a fifth middle school which allows the district to switch to a 6th-8th grade middle school model beginning with the 2028-2029 school year. The school district has stated that moving to a 6th-8th middle school format would help alleviate elementary school space pressure, align learning standards and curriculum, expand access to activities, and course offerings to 6th graders and create a greater sense of belonging for students in a three-year school format. The fifth middle school to be constructed will be built at the site of the Old Alderwood Middle School (20000 28th Ave W, Parcel Number 00372601101602). This property is currently part of unincorporated Snohomish County.

On November 18, 2024, the City of Lynnwood received a petition for annexation from the Edmonds School District regarding the Old Alderwood Middle School property located at 20000 28th Ave W, Lynnwood. On December 9, 2024, the City Council signed Resolution 2024-10, considering the annexation petition.

On December 9th, the City Council passed Resolution 2024-10 to consider the annexation petition.

On April 14, 2025, the City Council passed Resolution 2025-05 accepting the notice of intent to commence annexation.

On June 6, 2025, the City filed a Notice of Intention for annexation of the Old Alderwood Middle School property with the Boundary Review Board.

On July 25, 2025, the Boundary Review Board confirmed that the 45-day review period for the New Middle School Annexation (BRB File No. 2-25-03) had ended on July 24, 2025, with no request for review being filed as outlined in RCW 36.93.100, and that the action was deemed approved.

On September 2, 2025, Staff briefed City Council in advance of the scheduled September 8, 2025, Public Hearing and Council Consideration for annexation of the property into the City of Lynnwood.

Attachments

1. Draft ordinance with exhibits.



RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON, CONCERNING THE PETITION FOR ANNEXATION OF 20000 28TH AVE W (PARCEL NUMBER 00372601101602) SUBMITTED BY THE EDMONDS SCHOOL DISTRICT.

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WHEREAS, RCW 35A.14.120 and 35A.14.140 authorize the City Council to resolve to annex into the City unincorporated territory contiguous to the City’s boundary upon submittal of a petition for annexation, to conduct a public hearing on the annexation, and to provide by ordinance for the annexation; and

WHEREAS, RCW 28A.335.110 authorize the School Board of Directors to petition for annexation when such school property constitutes the whole of such property in the annexation petition; and

WHEREAS, Edmonds School District is the sole owner of the property located at 20000 28th Ave W (APN 00372601101602) incorporated by reference as the “Old Alderwood Middle School”; and

WHEREAS, on November 18, 2024, Edmonds School District submitted a petition (Exhibit A) of Old Alderwood Middle School for annexation to the city ; and

WHEREAS, the City Council is considering annexation of Old Alderwood Middle School by direct petition, consisting of approximately 19.75-acres located adjacent to City limits; and

WHEREAS, the Old Alderwood Middle School meets the requirements of RCW 35A.14.120; and

WHEREAS, this property is within the Lynnwood Municipal Urban Growth Area; and

WHEREAS, The City of Lynnwood’s Comprehensive Plan Implementation Element, Strategy I-O states that the City will move forward with annexations of the MUGA, and that the City will be receptive to working with MUGA residents and property owners interested in annexation into the City.

41 WHEREAS, the City Council of the City of Lynnwood has determined that the public
42 interest is served best by annexing the Old Alderwood Middle School; now, therefore

43 THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO RESOLVE AS
44 FOLLOWS:
45

46 Sections 1. The City of Lynnwood will consider the annexation petition brought forth by
47 the Edmonds School District, regarding the property located at 20000 28th Ave W (Parcel
48 Number 00372601101602).
49

50 Sections 2. The Development & Business Services Director is hereby authorized and
51 directed to prepare and file annexation documentation with Snohomish County, and to take
52 actions deemed necessary and appropriate to advance the annexation through the legislative
53 process.
54

55 This Resolution shall be in full force and effect from and after its adoption and approval.
56

57 PASSED BY THE CITY COUNCIL this 9th day of December 2024.
58

59 APPROVED:
60 DocuSigned by:
61 *Christine Frizzell* 12/11/2024
62 77ADF363AF504F4...
63 Christine Frizzell, Mayor

64 ATTEST/AUTHENTICATED:

65 DocuSigned by:
66 *Luke Lonie*
67 9859FC9ACFCA4CF...
68 Luke Lonie, City Clerk



RESOLUTION NO. 2025-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, ACCEPTING A NOTICE OF INTENTION OF THE EDMONDS SCHOOL DISTRICT TO COMMENCE ANNEXATION TO THE CITY PURSUANT TO RCW 35A.14.120; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, the Edmonds School District filed a notice of intention to commence annexation proceedings pursuant to RCW 35A.14.120; and

WHEREAS, the proposed annexation area is contiguous with existing city limits, lies within unincorporated Snohomish County, is contained within the City’s UGA, and comprises an area of approximately 19.76 acres; and

WHEREAS, as required by RCW 28A.335.110, in addition to other powers and duties as provided by law, every board of directors, if seeking to have school property annexed to a city or town and if such school property constitutes the whole of such property in the annexation petition, shall be allowed to petition; and

WHEREAS, on April 7, 2025, the City Council met with the initiating party as required by RCW 35A.14.125; and

WHEREAS, without waiver of the City Council’s ultimate discretion to approve or deny the proposed annexation, the Council has preliminarily determined that shall accept the proposed annexation without modification; and

WHEREAS, on December 9, 2024, City Council passed Resolution No. 2024-10 considering the annexation petition; and

WHEREAS, on January 27, 2025, the City Council adopted the 2024 Comprehensive Plan update, also known as Imagine Lynnwood by Ordinance 3476; and

WHEREAS, Ordinance 3476 delayed the effective date of the 2024 Comprehensive Plan Future Land Use Map and Zoning Map to June 30, 2025; and

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WHEREAS, the Municipal Urban Growth Area Future Land Uses Map in Imagine Lynnwood identifies the proposed annexation area with the designation of Public/Institution; and

WHEREAS, the implementing zones for the Future Land Use designation 'Public/Institution' are 'Open Space & Parks' and 'Public & Institutional', and zoning has been predetermined for this area through the comprehensive plan process; and

WHEREAS, no assumption of indebtedness is to be required; now, therefore

THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Acceptance of Notice of Intention. The Lynnwood City Council accepts the Notice of Intention to commence annexation for the area described on page 3 in Exhibit 1 hereto in accordance with RCW 35A.14.120.

Section 2. Designation on Zoning Map. The area described on page 6 in Exhibit 1 hereto, if annexed, shall be designated on the City's zoning map as Public-Institutional (P-I).

Section 3. City Clerk Authorized. The City Clerk is hereby authorized and directed to record and enter into official City Council minutes the substance of this resolution.

This resolution shall be in full force and effect from and after its adoption and approval.

PASSED BY THE CITY COUNCIL THIS 14th day of April, 2025.

APPROVED:

DocuSigned by:
Christine Frizzell 4/16/2025
77ADF383AF504F4...
Christine Frizzell, Mayor

ATTEST/AUTHENTICATED:

DocuSigned by:
Luke Lonie
9859FC9ACFCA4CF...
Luke Lonie, City Clerk



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, ANNEXING THE EDMONDS SCHOOL DISTRICT PROPERTY COMMONLY KNOWN AS THE OLD ALDERWOOD MIDDLE SCHOOL LOCATED AT 20000 28TH AVE W.; PURSUANT TO RCW 35A.14.120; ACKNOWLEDGING AND REQUIRING THAT THE ANNEXATION AREA SHALL BE DESIGNATED P-I (PUBLIC-INSTITUTIONAL) ON THE COMPREHENSIVE PLAN FUTURE LAND USE MAP; REQUIRING THAT THE PROPERTY IN THE ANNEXATION AREA SHALL BE ASSESSED AND TAXED AT THE SAME RATE AND ON THE SAME BASIS AS OTHER PROPERTY WITHIN THE CITY OF LYNNWOOD; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, the Edmonds School District filed a notice of intention to commence annexation proceedings pursuant to RCW 35A.14.120; and

WHEREAS, the proposed annexation area is contiguous with existing city limits, lies within unincorporated Snohomish County, is contained within the City's UGA, and comprises an area of approximately 19.76 acres; and

WHEREAS, as required by RCW 28A.335.110, in addition to other powers and duties as provided by law, every board of directors, if seeking to have school property annexed to a city or town and if such school property constitutes the whole of such property in the annexation petition, shall be allowed to petition; and

WHEREAS, on April 7, 2025, the City Council met with the initiating party as required by RCW 35A.14.125; and

WHEREAS, without waiver of the City Council's ultimate discretion to approve or deny the proposed annexation, the Council has preliminarily determined that shall accept the proposed annexation without modification; and

40 WHEREAS, on December 9, 2024, City Council passed Resolution No. 2024-10 considering
41 the annexation petition; and
42

43 WHEREAS, on January 27, 2025, the City Council adopted the 2024 Comprehensive Plan
44 update, also known as Imagine Lynnwood, by Ordinance 3476; and
45

46 WHEREAS, Ordinance 3476 delayed the effective date of the 2024 Comprehensive Plan
47 Future Land Use Map and Zoning Map to June 30, 2025; and
48

49 WHEREAS, the Municipal Urban Growth Area Future Land Uses Map in Imagine Lynnwood
50 identifies the proposed annexation area with the designation of Public/Institution; and
51

52 WHEREAS, the implementing zones for the Future Land Use designation
53 'Public/Institution' are 'Open Space & Parks' and 'Public & Institutional', and zoning has been
54 predetermined for this area through the comprehensive plan process; and
55

56 WHEREAS, no assumption of indebtedness is required; and
57

58 WHEREAS, on April 14, 2025, the City Council passed Resolution No. 2025-5, accepting
59 the notice of intention the Edmonds School District to commence annexation to the city pursuant
60 to RCW 35A.124.120; and
61

62 WHEREAS, the Boundary Review Board did not invoke its jurisdiction with respect to the
63 proposed annexation within the timeframe specified by Chapter 36.93 RCW; and
64

65 WHEREAS, as required by RCW 35A.14.130, the City Council conducted a duly noticed
66 public hearing on the proposed annexation on September 8, 2025, and all persons wishing to
67 provide verbal or written comments were afford the opportunity to do so; and
68

69 WHEREAS, the annexation effectuated by this ordinance is consistent with and will
70 implement the relevant provisions of the City's Comprehensive Plan; and
71

72 WHEREAS, the City Council further deems the annexation adopted by this ordinance to
73 be in interests of the health, safety, and the general welfare of the City of Lynnwood and the
74 Edmonds School District;
75

76 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO
77 ORDAIN AS FOLLOWS:
78

79 Section 1. Findings. The City Council hereby adopts the recitals, above, in support of the
80 annexation of the Edmonds School Property. The City Council further finds that the best interest
81 and general welfare of the City of Lynnwood would be served by such annexation.
82

83 Section 2: Purpose. The purpose of this ordinance is to approve the annexation petition of
84 Edmonds School District for the property commonly known as Old Alderwood Middle School
85 located at 20000 28th Ave W (APN 00372601101602) hereafter the “Property.”

86
87 Section 3: Annexation. The City of Lynnwood City Council hereby annexes to the City of
88 Lynnwood the area legally described Property in Exhibit A and shown in Exhibit B, attached hereto
89 and incorporated by this reference as if fully set forth herein.

90 Section 4: Assessment and Taxation. The Edmonds School District Property shall be assessed and
91 taxed at the same rate and on the same basis as property in the City of Lynnwood is assessed and
92 taxed to pay for the portion of outstanding City indebtedness contracted for, incurred prior to,
93 or existing on the effective date of the annexation of the Edmonds School District Property as set
94 forth herein. As of such annexation date the City of Lynnwood had no indebtedness approved
95 by the voters.

96
97 Section 5: Zoning. Upon annexation, said property shall be zoned P-I Public-Institutional with a
98 future land use designation Public/Institution.

99
100 Section 6: Amendment of Maps. The City Council authorizes city staff to amend all official maps
101 for the City of Lynnwood, including without limitation the official future land use and zoning
102 maps, to reflect the annexation effectuated by this ordinance, and set forth herein.

103
104 Section 7: Filing. Upon passage of this ordinance the City shall file a certified copy of the adopted
105 annexation ordinance with Snohomish County pursuant to RCW 35A.14.140.

106
107 Section 8. Severability. If any section, sentence, clause or phrase of this ordinance should be
108 held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
109 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
110 clause or phrase or word of this ordinance.

111
112 Section 9. Effective Date: This ordinance or an approved summary thereof consisting of its
113 title shall be published in the City’s official newspaper of record and shall take effect and
114 be in full force five days following its publication.

115
116 PASSED BY THE CITY COUNCIL THIS XX day of September, 2025.

117
118

119 APPROVED:
120
121
122 _____
123 Christine Frizzell, Mayor

124
125 ATTEST/AUTHENTICATED: APPROVED AS TO FORM:

126
127
128
129

Luke Lonie, City Clerk

Lisa Marshall, City Attorney

DRAFT

LEGAL DESCRIPTION

REAL PROPERTY IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON,
DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 16, 17, 18, 19 AND 20, BLOCK 11,
ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 16, EXCEPT THE EAST 225 FEET THEREOF;
LOT 17, EXCEPT THE EAST 225 FEET THEREOF;
LOT 18, EXCEPT THE SOUTH 95 FEET OF THE EAST 225 FEET THEREOF;
LOT 19, EXCEPT THE NORTH 200 FEET OF THE EAST 326.7 FEET
THEREOF;
LOT 20, EXCEPT THE EAST 352 FEET THEREOF.

ALSO KNOWN AS:

THAT PORTION OF THE NE 1/4 OF SECTION 22, TOWNSHIP 27 NORTH,
RANGE 04 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE
SOUTH 00°41'36" WEST, ALONG THE EAST LINE OF SAID SECTION, A
DISTANCE OF 1418.40 FEET;
THENCE DEPARTING SAID LINE, NORTH 89°18'24" WEST, A DISTANCE OF
30.00 FEET TO THE WEST RIGHT OF WAY MARGIN OF 28TH AVENUE WEST
AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°41'36" WEST, ALONG SAID MARGIN, A DISTANCE OF
174.25 FEET;
THENCE DEPARTING SAID MARGIN, NORTH 88°25'13" WEST, A DISTANCE
OF 225.03 FEET TO A LINE PARALLEL WITH AND 225.00 FEET WEST OF
SAID WEST MARGIN;
THENCE SOUTH 00°41'36" WEST ALONG SAID PARALLEL LINE, A DISTANCE
OF 565.01 FEET TO THE NORTH LINE OF THE PLAT OF MANORWOOD,
RECORDED IN VOLUME 18 OF PLATS, PAGE 104, RECORDS OF SNOHOMISH
COUNTY, WASHINGTON;
THENCE NORTH 88°25'13" WEST, ALONG SAID NORTH LINE, A DISTANCE
OF 700.05 FEET TO THE WEST LINE OF LOT 16, BLOCK 11, ALDERWOOD
MANOR, RECORDING IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF
SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTH 00°41'36" EAST, ALONG THE WEST LINE OF LOT 16, 17,
18, 19, AND 20 OF SAID PLAT OF ALDERWOOD MANOR, A DISTANCE OF

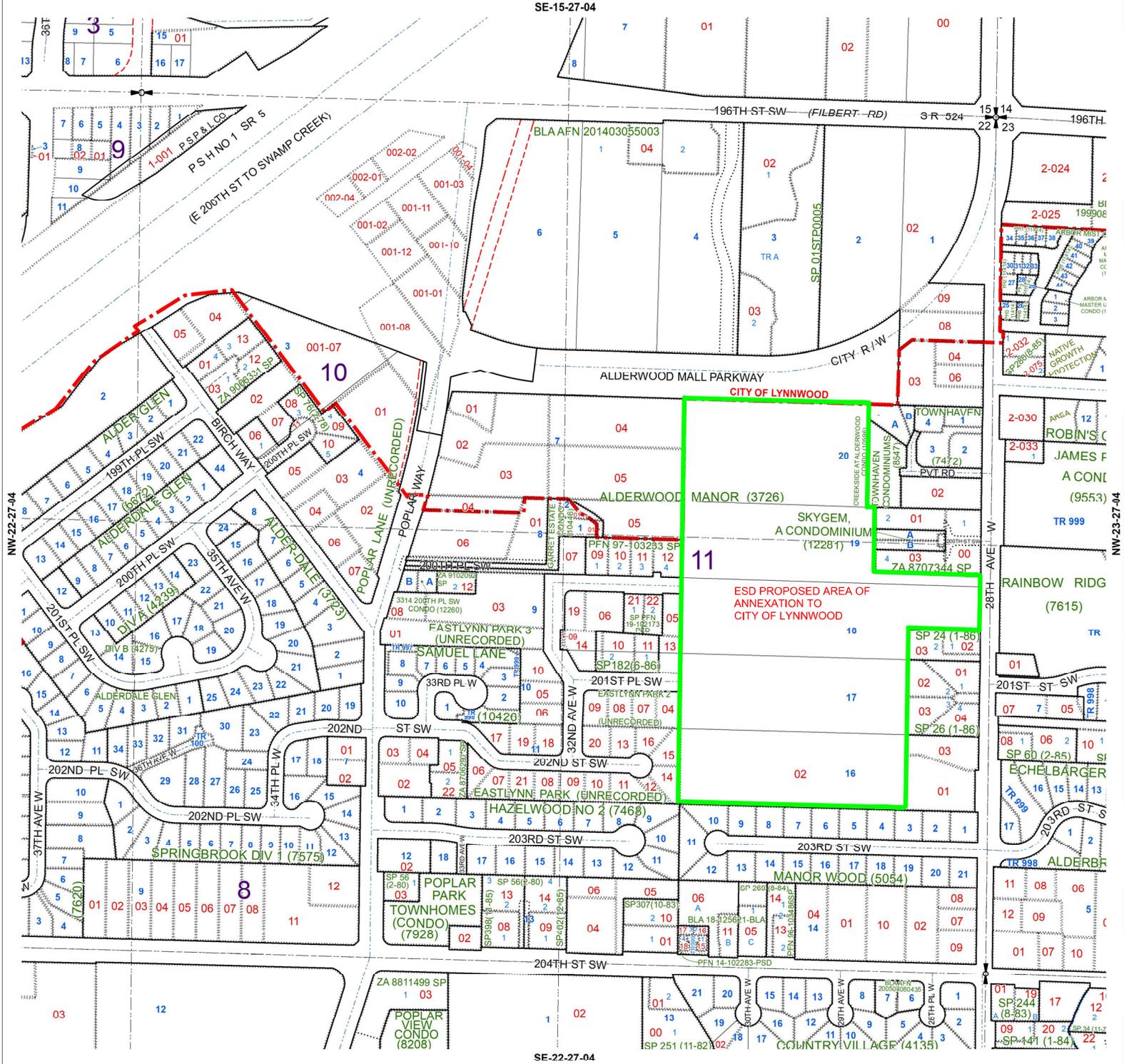
1259.44 FEET, TO NORTH LINE OF SAID LOT 20, ALSO BEING THE SOUTH RIGHT OF WAY MARGIN OF ALDERWOOD MALL PARKWAY;
THENCE SOUTH 88°21'18" EAST, ALONG SAID MARGIN AND NORTH LINE, A DISTANCE OF 573.05 FEET TO THE WEST LINE OF SNOHOMISH COUNTY SHORT PLAT NO. 138 (5-84), RECORDED UNDER RECORDING NUMBER 8506130235, RECORDS OF SAID COUNTY, ALSO BEING A LINE PARALLEL WITH AND 352.00 FEET WEST OF SAID WEST RIGHT OF WAY MARGIN OF 28TH AVENUE WEST;
THENCE SOUTH 00°41'36" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 319.78 FEET TO THE SOUTH LINE OF SAID LOT 20;
THENCE SOUTH 88°27'53" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 25.30 FEET TO THE WEST LINE OF SNOHOMISH COUNTY SHORT PLAT NO. 8707344, RECORDED UNDER RECORDING NUMBER 8811230305, RECORDS OF SAID COUNTY, ALSO BEING A LINE PARALLEL WITH AND 326.70 FEET WEST OF SAID WEST RIGHT OF WAY MARGIN OF 28TH AVENUE WEST;
THENCE SOUTH 00°41'36" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 200.02 FEET, TO A LINE PARALLEL WITH AND 200.00 FEET SOUTH OF THE SAID NORTH LINE OF LOT 20;
THENCE SOUTH 88°27'53" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 326.74 FEET TO THE TRUE POINT OF BEGINNING.

QUARTER	SECTION	TOWNSHIP N.W.D.L.	RANGE E.W.M.
NE	22	27	4

Centerline	Lot	Block	Section	City Limits
Gov Lot	Subdiv	ROW	Quarter	Tax Acct
Major Water	Other Lot	Vac ROW	16th	Easement
Minor Water	Other Subdiv	Vac Lot		

REPRESENTATION OF THE SNOHOMISH COUNTY CODE, AMENDMENTS AND UPDATES TO THE DATA, TOGETHER WITH OTHER APPLICABLE COUNTY CODE PROVISIONS, MAY APPEAR WHICH ARE NOT SHOWN HEREIN. SNOHOMISH COUNTY MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONTENTS, ACCURACY, CORRECTNESS, COMPLETENESS OR QUALITY OF THE DATA CONTAINED HEREIN AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL PERSONS ACCESSING OR UTILIZING THIS DATA ASSUME ALL RESPONSIBILITY FOR THE USE THEREOF AND AGREE TO HOLD SNOHOMISH COUNTY HARMLESS FROM AND AGAINST ANY DAMAGES, SUITS, CLAIMS OR LIABILITY ARISING OUT OF ANY ERROR, OMISSION, DEFECT OR CONFLICT CONTAINED WITHIN THIS DATA. WASHINGTON STATE LAW, COMMERCIAL PURPOSES: THIS DATA IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. THE USER ASSUMES ALL LIABILITY FOR THE USE OF THIS DATA FOR COMMERCIAL PURPOSES. A COMMERCIAL PURPOSE IS DEFINED AS ANY BUSINESS OR OTHER TRANSACTION WHERE THE DATA IS USED TO MAKE A DECISION THAT AFFECTS THE FINANCIAL INTERESTS OF AN INDIVIDUAL OR ENTITY. YOU WILL NOT BE THE ANY RIGHTS OF INDIVIDUALS, OR DATA FROM WHICH SUCH RIGHTS MAY BE COMPILED, FOR ANY COMMERCIAL PURPOSE.

A product of the Assessor's Office
Snohomish County, Washington





Public Hearing & Ordinance: Annexation of Old Alderwood Middle School

*City Council
September 8, 2025*

Karl Almgren, AICP, Community Planning Manager

Imagine Lynnwood: Annexation Policies

Annexation goals adopted in the Comprehensive Plan Land Use Element

LU Goal 8

Work collaboratively with Snohomish County to support the transition of annexation areas to City governance.

LU Policy 8.3

Future annexations shall be logical expansions of the City's boundaries.

LU Policy 8.4

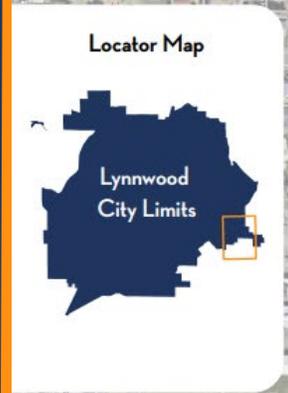
Evaluate potential annexations based on the City's ability to provide sufficient services to the area, and the potential financial burden to the City resulting from annexation.

LU Policy 8.5

City provided infrastructure, utilities, and services shall be made available concurrently with, or within a reasonable time after, annexing land to the City.



Proposed Old Alderwood Middle School Annexation



- ESD Property 20000 28th Ave. W (Parcel No. 00372601101602)
- 19.76 Acres, contiguous to City of Lynnwood's corporate limits
- Petition Application
- Proposal to improve intersection on Alderwood Mall Parkway on North to connect to City of Lynnwood's ROW with signal improvements
- Site intended for new Middle School

CITY COUNCIL 11.A

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Voucher Approval

DEPARTMENT CONTACT: Michelle Meyer, Finance

SUMMARY:

Voucher Approval

PRESENTER:

Michelle Meyer, Finance Director

ESTIMATED TIME:

0

SUGGESTED ACTION:

Approve claims in the amount of \$4,297,911.17 for the period of 8/4/25 through 8/31/25.

Approve payroll in the amount of \$1,848,109.21 dated 8/8/25.

Approve payroll in the amount of \$1,813,059.04 dated 8/22/25.

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL 11.B

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Agreement: Additional Opioid Settlement Agreements and Participation Forms

DEPARTMENT CONTACT: Julie Moore, Executive Office

SUMMARY:

Authorize the Mayor to sign additional Participation Forms governing the allocation of funds paid by the Opioid Pharmacy & Manufacturer Settlements.

PRESENTER:

Julie Moore, Assistant City Administrator

ESTIMATED TIME:

0

BACKGROUND:

On July 10, 2025, the City of Lynnwood was notified of a new Opioid Settlement reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids. The City of Lynnwood may join this settlement by signing the participation form and returning it by September 30, 2025.

On July 15, 2025, the City of Lynnwood was notified of eight additional Opioid Settlements reached with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydue. The City of Lynnwood may join this settlement by signing the attached participation forms and returning them by September 30, 2025.

SUGGESTED ACTION:

Authorize the Mayor to sign on to nine additional National Opioid Settlement Agreement Participation Forms for the Purdue Settlement Agreement and the Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus Settlement Agreements.

PREVIOUS COUNCIL ACTIONS:

In May of 2022, the City Council authorized the Mayor to sign a memorandum of understanding (MOU) for the One Washington Opioid Settlement. This MOU established a framework for distributing and sharing the settlement proceeds resulting from an agreement reached with McKesson, Cardinal Health, and AmerisourceBergen - known as the "Big 3" opioid distributors - which split \$430 million between the State and Washington cities and counties. Washington cities and counties with population over 10,000 could join this

settlement in order to receive up to \$215 million in total to be spent on efforts to combat the opioid epidemic.

The City Council authorized the Mayor to sign the participation form and original Allocation Agreement on May 23, 2022. On April 10, 2023, the City Council authorized the Mayor to sign on to five additional settlements with five companies: CVS, Walgreens, Walmart, Teva, and Allergan. On March 11, 2024 City Council authorized the Mayor to sign on to the Janssen Settlement. The AGO estimates that these settlements, divided between Washington State and local jurisdictions, could total \$517 million.

The national settlement and settlement administrator have reporting and tax cooperation requirements that the City will need to follow. Settlement funds must be spent on an approved use for fighting the opioid epidemic, as listed in Exhibit E of the national settlement agreement. Given the volume of pages in the national settlement agreement, the full agreement is not including it in the packet, but it can be found online at <https://www.atg.wa.gov/opioid-pharmacy-manufacturer-settlements>.

FUNDING:

The final distribution depends upon the total number of cities and counties that also sign the Participation Forms.

To date, the City of Lynnwood is set to receive \$2,934,959 of opioid settlement funds. The city will receive a payment each year, in varying amounts, through the year 2038.

DEPARTMENT ATTACHMENTS

Description:

[20250724_SettlementPacket-Opioids.pdf](#)

[national_opioid_settlement_notice_settlement_overview.pdf](#)

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

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

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasers.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

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

1. The Governmental Entity is aware of and has reviewed the Alvogen Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Alvogen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Alvogen Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Alvogen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Alvogen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Alvogen Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Alvogen Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Amneal Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Amneal Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Amneal Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Amneal Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [\[website link to national settlement website to be provided\]](#).
3. The Governmental Entity agrees to the terms of the Amneal Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Amneal Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Amneal Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Amneal Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Amneal Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Apotex Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Apotex Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Apotex Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Apotex Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [\[website link to national settlement website to be provided\]](#).
3. The Governmental Entity agrees to the terms of the Apotex Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Apotex Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Apotex Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Apotex Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Apotex Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

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

1. The Governmental Entity is aware of and has reviewed the [company] Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the [company] Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the [company] Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the [company] Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the [company] Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the [company] Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the [company] Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Indivior Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Indivior Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Indivior Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Indivior Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [\[website link to national settlement website to be provided by the States\]](#).
3. The Governmental Entity agrees to the terms of the Indivior Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Indivior Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Indivior Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Indivior Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Indivior Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Mylan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Mylan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Mylan Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Mylan Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [\[website link to national settlement website to be provided\]](#).
3. The Governmental Entity agrees to the terms of the Mylan Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Mylan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Mylan Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Mylan Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Mylan Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Sun Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Sun Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Sun Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Sun Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Sun Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Sun Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Sun Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Sun Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Sun Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

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

1. The Governmental Entity is aware of and has reviewed the Zyodus Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Zyodus Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [\[website link to national settlement website to be provided\]](#).
3. The Governmental Entity agrees to the terms of the Zyodus Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Zyodus Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Zyodus Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Zyodus Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Zydus Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE
ALLOCATION OF FUNDS PAID BY THE PURDUE BANKRUPTCY, SACKLERS,
AND CERTAIN OPIOID MANUFACTURERS**

JULY 24, 2025

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by the Purdue Bankruptcy, Sacklers, and Certain Opioid Manufacturers (the “Allocation Agreement IV”) governs the distribution of funds obtained from (1) the Purdue Bankruptcy and Sackler Direct Claims Settlement, (2) the Alvogen Settlement, (3) the Amneal Settlement, (4) the Apotex Settlement, (5) the Hikma Settlement, (6) the Indivior Settlement, (7) the Mylan Settlement, (8) the Sun Settlement, and (9) the Zydus Settlement in connection with the resolution of any and all claims by the State of Washington and the eligible counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities defined in the respective Settlement Agreements via the following settlements and bankruptcy plan of reorganization:

- (1) The 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the “Purdue Plan”) , including and amendments thereto and all “Plan Documents” as defined therein, if the “Effective Date” as defined therein has occurred; (2) the Master Settlement Agreement By and Among the Master Disbursement Trust, Each of the Parties Listed On Exhibit A Hereto, Each of the Parties Listed on Exhibit B Hereto, the Sackler Parties’ Representative and PR L.P. and any subsequent amendments, and (3) Government Entity & Shareholder Direct Settlement Agreement and any subsequent amendments (collectively, the “Purdue Bankruptcy and Sackler Direct Claims Settlement”).
- Alvogen Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Alvogen Settlement”).
- Amneal Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Amneal Settlement”).
- Apotex Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Apotex Settlement”).
- Hikma Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Hikma Settlement”).
- Indivior Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Indivior Settlement”).
- Mylan Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Mylan Settlement”).
- Sun Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Sun Settlement”).

- Zydus Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Zydus Settlement”)

Collectively, the Purdue Bankruptcy and Sackler Settlement, Alvogen Settlement, Amneal Settlement, Apotex Settlement, Hikma Settlement, Indivior Settlement, Mylan Settlement, Sun Settlement, and the Zydus Settlement shall be referred to as “the Settlements”. The Settlements can be accessed at <https://nationalopioidsettlement.com/> and the Purdue Plan can be accessed at <https://restructuring.ra.kroll.com/purduepharma/Home-DocketInfo?DocAttribute=4218&DocAttrName=PlanDisclosureStatement&MenuID=9013&Attribute=Plan%20%26%20Disclosure%20Statement>. The terms and definitions of each of the respective Settlements are incorporated into this Allocation Agreement IV, and any undefined terms in this Allocation Agreement IV are as defined in the Settlements.

1. This Allocation Agreement IV is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement IV shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement IV shall become effective with respect to a Settlement only if all of the following occur:
 - A. The State of Washington joins such Settlement and becomes a Settling State as provided for in the respective Settlement and, with respect to the Purdue Bankruptcy and Sackler Settlement the State of Washington votes in favor of the Purdue Plan or does not vote against the Purdue Plan, and does not object to the confirmation of the Purdue Plan.
 - B. Such Settlement becomes final and effective and a Consent Judgment that applies to Washington is filed and approved as provided for in the respective Settlement. For the Purdue Bankruptcy, the “Effective Date” as defined in the Purdue Plan has occurred.
 - C. The number of Local Governments that execute and return this Allocation Agreement IV satisfies the participation requirements for a State-Subdivision Agreement as specified in such Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement IV with respect to any one of the Settlements, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement IV.
 - B. The Local Government must do the following:
 - i. Release its claims against the Settling Entities identified in the respective Settlements and agree to be bound by the terms of the

Settlements by timely executing and returning the Participation Form for that Settlement and any other necessary documents.

- ii. Additionally, for the Purdue Bankruptcy and Sackler Direct Claims Settlement, either (1) vote in favor of or (2) abstain from voting on the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, and (3) not object to the confirmation of the Purdue Plan.
- C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
 - D. Each Local Government that is eligible to participate in this Allocation Agreement IV has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement IV, the Local Government agrees and affirms that the MOU applies to and shall govern the LG Share, as defined below, as modified by this Allocation Agreement IV for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a “Participating Local Government” for that Settlement. A Local Government can be a “Participating Local Government” for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

- 4. The allocations set forth in this Allocation Agreement IV apply to the following, all of which collectively shall be referred to as the “Washington Abatement Amount”:
 - A. For the Purdue Bankruptcy and Sackler Settlement, all amounts (collectively, “Washington Distributions”) that are apportioned to Washington as Estate Distributions or from the Shareholder Direct Settlement Portion, including, without limitation, those to Washington’s State Fund, Remediation Accounts Fund, Subdivision Fund, Direct Payment, Earned Direct Payment, and Estate Distributions for Washington and all Participating Local Governments for the Purdue Bankruptcy and Sackler Settlement, *provided*, however, that for the purposes of the allocations set forth in this Allocation Agreement IV, Washington Distributions shall not include State’s Fees and Costs (as defined below). This Allocation Agreement IV shall be considered a State-Subdivision

Agreement under the Government Entity & Shareholder Direct Settlement Agreement.

- B. For the Alvogen Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- C. For the Amneal Settlement, the State of Washington's (1) State Allocation and (2) Additional Remediation Amount.
- D. For the Apotex Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- E. For the Hikma Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- F. For the Indivior Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- G. For the Mylan Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- H. For the Sun Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- I. For the Zydus Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

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

- 5. The (1) Amneal Settlement, (2) Hikma Settlement, and (3) Indivior Settlement each provide the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value as specified in those Settlements of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product for each of those Settlements. If the State elects to obtain Settlement Product for a particular Settlement, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement IV, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash conversion value assigned to it in the respective Settlement Agreements, *i.e.*, the "Settlement Product Cash Conversion Amount" or the "Cash Conversion Amount" identified in those settlements.

6. The allocations set forth in this Allocation Agreement IV do not apply to (i) the State Cost Fund, State AG Fees and Costs, State Expense Fund, State AG Fees, State Direct Expenses, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or via Fee Petitions or that are paid directly or indirectly via the Settlements or court order to the State of Washington and/or its outside counsels ("State's Fees and Costs") or to (ii) any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan, which provides for a Local Government Fee Fund.
7. This Allocation Agreement IV and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement IV combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)
8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement IV shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement IV and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 1 as amended and modified in this Allocation Agreement IV.
12. For purposes of this Allocation Agreement IV only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

- A. Exhibit A of the MOU is replaced by the Exhibit specifying the List of Opioid Remediation Uses for each of the respective Settlements, which generally can be found at Exhibit E of the respective Settlements.
- B. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue any of the settling entities that are covered by this Allocation Agreement.
- C. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Settlements.
- D. The definition of “Settlement” in Section A.14 of the MOU shall mean the Settlements and expressly includes the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.
- E. The MOU is amended to add new Section C.4.g.vIV, which provides as follows:

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

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Settlement Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from a Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, as well as the Purdue Plan, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement IV shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of

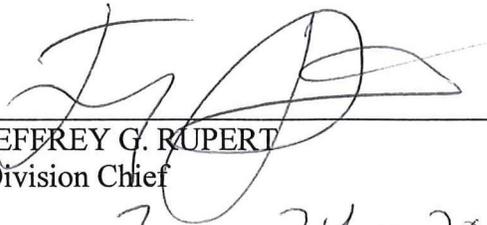
the MOU shall be the percentage set forth in that contingency fee agreement.

- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements as well as any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement IV apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
13. In connection with the execution and administration of this Allocation Agreement IV, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
 14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement IV as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
 15. If any party to this Allocation Agreement IV believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement IV.
 17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.

18. Venue for any legal action related to this Allocation Agreement IV (separate and apart from the MOU or the Settlements) shall be in King County, Washington. Washington law shall govern any dispute.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement IV have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement IV.

FOR THE STATE OF WASHINGTON:

NICHOLAS W. BROWN
Attorney General



JEFEREY G. RUPERT
Division Chief

Date: 7-24-2025

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
One Washington Memorandum of Understanding Between Washington Municipalities

**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN
WASHINGTON MUNICIPALITIES**

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s)), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County		4.5149775326%
Battle Ground		0.1384729857%
Camas		0.2691592724%
La Center		
Ridgefield		
Vancouver		1.7306605325%
Washougal		0.1279328220%
Woodland***		
Yacolt		
County Total:		6.7812031452%

Columbia County

Columbia County		0.0561699537%
Dayton		
Starbuck		
County Total:		0.0561699537%

Cowlitz County

Cowlitz County		1.7226945990%
Castle Rock		
Kalama		
Kelso		0.1331145270%
Longview		0.6162736905%
Woodland***		
County Total:		2.4720828165%

Douglas County

Douglas County		0.3932175175%
Bridgeport		
Coulee Dam***		
East Wenatchee		0.0799810865%
Mansfield		
Rock Island		
Waterville		
County Total:		0.4731986040%

Ferry County

Ferry County		0.1153487994%
Republic		
County Total:		0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County		0.3361237144%
Connell		
Kahlotus		
Mesa		
Pasco		0.4278056066%
County Total:		0.7639293210%

Garfield County

Garfield County		0.0321982209%
Pomeroy		
County Total:		0.0321982209%

Grant County

Grant County		0.9932572167%
Coulee City		
Coulee Dam***		
Electric City		
Ephrata		
George		
Grand Coulee		
Hartline		
Krupp		
Mattawa		
Moses Lake		0.2078293909%
Quincy		
Royal City		
Soap Lake		
Warden		
Wilson Creek		
County Total:		1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County		0.9992429138%
Aberdeen		0.2491525333%
Cosmopolis		
Elma		
Hoquiam		
McCleary		
Montesano		
Oakville		
Ocean Shores		
Westport		
County Total:		1.2483954471%

Island County

Island County		0.6820422610%
Coupeville		
Langley		
Oak Harbor		0.2511550431%
County Total:		0.9331973041%

Jefferson County

Jefferson County		0.4417137380%
Port Townsend		
County Total:		0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County		2.6294133668%
Bainbridge Island		0.1364686014%
Bremerton		0.6193374389%
Port Orchard		0.1009497162%
Poulsbo		0.0773748246%
County Total:		3.5635439479%

Kittitas County

Kittitas County		0.3855704683%
Cle Elum		
Ellensburg		0.0955824915%
Kittitas		
Roslyn		
South Cle Elum		
County Total:		0.4811529598%

Klickitat County

Klickitat County		0.2211673457%
Bingen		
Goldendale		
White Salmon		
County Total:		0.2211673457%

Lewis County

Lewis County		1.0777377479%
Centralia		0.1909990353%
Chehalis		
Morton		
Mossyrock		
Napavine		
Pe Ell		
Toledo		
Vader		
Winlock		
County Total:		1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County		0.1712669645%
Almira		
Creston		
Davenport		
Harrington		
Odessa		
Reardan		
Sprague		
Wilbur		
County Total:		0.1712669645%

Mason County

Mason County		0.8089918012%
Shelton		0.1239179888%
County Total:		0.9329097900%

Okanogan County

Okanogan County		0.6145043345%
Brewster		
Conconully		
Coulee Dam***		
Elmer City		
Nespelem		
Okanogan		
Omak		
Oroville		
Pateros		
Riverside		
Tonasket		
Twisp		
Winthrop		
County Total:		0.6145043345%

Pacific County

Pacific County		0.4895416466%
Ilwaco		
Long Beach		
Raymond		
South Bend		
County Total:		0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County		1.0526023961%
Anacortes		0.1774962906%
Burlington		0.1146861661%
Concrete		
Hamilton		
La Conner		
Lyman		
Mount Vernon		0.2801063665%
Sedro-Woolley		0.0661146351%
County Total:		1.6910058544%

Skamania County

Skamania County		0.1631931925%
North Bonneville		
Stevenson		
County Total:		0.1631931925%

Snohomish County

Snohomish County		6.9054415622%
Arlington		0.2620524080%
Bothell***		0.2654558588%
Brier		
Darrington		
Edmonds		0.3058936009%
Everett		1.9258363241%
Gold Bar		
Granite Falls		
Index		
Lake Stevens		0.1385202891%
Lynnwood		0.7704629214%
Marysville		0.3945067827%
Mill Creek		0.1227939546%
Monroe		0.1771621898%
Mountlake Terrace		0.2108935805%
Mukilteo		0.2561790702%
Snohomish		0.0861097964%
Stanwood		
Sultan		
Woodway		
County Total:		11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
<u>Spokane County</u>		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
<u>Stevens County</u>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
<u>Thurston County</u>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
<u>Wahkiakum County</u>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County		0.5543870294%
College Place		
Prescott		
Waitsburg		
Walla Walla		0.3140768654%
County Total:		0.8684638948%

Whatcom County

Whatcom County		1.3452637306%
Bellingham		0.8978614577%
Blaine		
Everson		
Ferndale		0.0646101891%
Lynden		0.0827115612%
Nooksack		
Sumas		
County Total:		2.3904469386%

Whitman County

Whitman County		0.2626805837%
Albion		
Colfax		
Colton		
Endicott		
Farmington		
Garfield		
LaCrosse		
Lamont		
Malden		
Oakesdale		
Palouse		
Pullman		0.2214837491%
Rosalia		
St. John		
Tekoa		
Uniontown		
County Total:		0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. **NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.**

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

CITY COUNCIL 11.C

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Contract #3916 - Request to Exceed \$100k Purchasing Threshold

DEPARTMENT CONTACT: Brady Schach, Public Works

SUMMARY:

The Public Works Department would like to request authorization to exceed the \$100k purchasing threshold under DES Cooperative Contract #29023.

PRESENTER:

Nicholas Barnett, Development Services Supervisor

ESTIMATED TIME:

0

BACKGROUND:

The City of Lynnwood Public Works Department frequently utilizes Department of Enterprise Services cooperative contracts in order facilitate projects and repairs for the Traffic division. Western Systems is one of the main providers of such equipment and service and is available under DES Cooperative. To continue such projects, Public Works would like to request the option to exceed the \$100k spend threshold with Western Systems under this agreement. With planned signal cabinet repairs, this would be the first instance of spend in excess of the \$100k threshold under DES 29023, requiring Council approval.

SUGGESTED ACTION:

Approve the request to exceed the \$100k spending threshold for the Department of Enterprise Services Cooperative Contract #29023.

PREVIOUS COUNCIL ACTIONS:

Council was presented with the initial request to exceed the \$100k purchasing threshold on 9/2.

FUNDING:

Spend under this contract will exceed \$100k.

VISIONS AND PRIORITIES ALIGNMENT:

Goods and services provided by Western Systems under this agreement help ensure that roadways continue to be well-maintained and safe.

DEPARTMENT ATTACHMENTS

Description:

[3916 - Illumination Transportation & Traffic Systems - Proc Report.pdf](#)

PROCUREMENT REPORT
Contract 3916 – Illumination Transportation & Traffic Systems (Western Systems
– DES #29023)
Contract Spend in Excess of \$100k

<p>Type of Contract: Goods and Services</p>
<p>Term of Contract: 4 years, Final Term - 3/31/2029</p>
<p>Background/Purpose of Contract: The City of Lynnwood Public Works Department frequently utilizes Department of Enterprise Services cooperative contracts in order facilitate projects and repairs for the Traffic division. Western Systems is one of the main providers of such equipment and service and is available under DES Cooperative. To continue such projects, Public Works would like to request the option to exceed the \$100k spend threshold with Western Systems under this agreement. With planned signal cabinet repairs, this would be the first instance of spend in excess of the \$100k threshold under DES 29023, requiring Council approval.</p>
<p>Cost (includes sales tax if applicable): Total spend under this agreement will exceed \$100,000.00</p>
<p>Advanced Planning: Procurement identified and vetted the contract for City use.</p>
<p>Method of Procurement: Cooperative Contract</p>
<p>Solicitation: N/A</p>
<p>Recommended Action: Approve the request to exceed \$100k spend under DES Contract #29023.</p>
<p>Procurement Officer: Brady Schach, Buyer</p> <p>Date: August 20th, 2025</p>

CITY COUNCIL 11.D

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Contract Amendment: City Public Defense Services

DEPARTMENT CONTACT: Julie Moore, Executive Office

SUMMARY:

Authorize the Mayor to execute a contract amendment for City Public Defense Services with Feldman & Lee to add one additional attorney to address changing caseload standards.

PRESENTER:

Julie Moore, Assistant City Administrator

ESTIMATED TIME:

0

BACKGROUND:

The City's public defense services are provided through a professional services contract. The City of Lynnwood currently contracts with Feldman & Lee. On May 19, 2025, the City Council received a briefing from Patrick Feldman, which provided an overview of the services provided by Feldman & Lee as well as an overview of the pending Supreme Court decision pertaining to case load standards.

On May 27, 2025, the City Council authorized the Mayor to sign a contract amendment with Feldman & Lee, P.S. for Indigent Defense Services to expire on December 31, 2025. This interim contract amendment gave Feldman & Lee, and the City of Lynnwood, time to better understand how the changing case load standards could impact Lynnwood.

On June 9, 2025, the Washington State Supreme Court issued an order setting new, lower caseload standards for public defenders in the state. These standards, which will be phased in over the next ten years, aim to reduce the number of cases handled annually by public defenders.

On August 11, 2025, Patrick Feldman provided the City Council with current caseload counts and projections backing up the request to add one additional attorney to the City of Lynnwood's contract with Feldman & Lee for public defense.

SUGGESTED ACTION:

Authorize the Mayor to execute a contract amendment for City Public Defense Services with Feldman & Lee to add one additional attorney to address changing caseload standards.

FUNDING:

The current monthly payment to Feldman & Lee is \$60,000 per month. The new contract amount will be \$75,000 per month.

DEPARTMENT ATTACHMENTS

Description:

[1484 - Amendment 10 \(09.01.25 - 12.31.27\) Proposed.pdf](#)



City of Lynnwood
PROFESSIONAL SERVICES CONTRACT NO. 1484

Amendment #10

THIS AMENDMENT to Professional Service Contract No. 1484 is entered into by and between the City of Lynnwood, a Washington municipal corporation ("City") and Feldman & Lee P.S. ("Consultant").

The City and the Consultant entered into a Professional Service Contract No. 1484, dated effective June 29, 2012, for the Consultant's provision of public defender services to the City, including indigent defense services (the "Contract"). In consideration of the terms and conditions stated below, the parties agree as follows:

1. **Term of Contract.** This Amendment modifies both the start date and end date of Term of Contract. The start date shall be September 1, 2025. The end date shall be December 31, 2027, unless otherwise terminated in writing by either party with ninety (90) days' notice.
2. **Consultant Compensation.** This modifies Exhibit B – Compensation to a fixed sum total of Seventy Five Thousand dollars (\$75,000) per month.
3. **Caseload Standards.** Both parties are aware that the WA Supreme Court has proposed numerous changes to the public defense caseload standards that may materially impact contract performance. Many of those changes have not yet been adopted and it is uncertain if/when those changes will be made. Consultant shall keep the City informed of changes in the Standards as part of a good faith effort to give the City notice when contract modification may be necessary.
4. **No Further Changes or Modifications.** Except as otherwise specifically provided in this Amendment, the terms, conditions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Consultant have executed this Addendum as of the date last written below.

CITY OF LYNNWOOD, WASHINGTON

CONSULTANT

By: _____
Christine Frizzell, Mayor

By: _____
Patrick Feldman

Date

Date

CITY COUNCIL 12.A

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Ordinance: Amendment to LMC 2.04.060 - Qualifications to Hold City Elective Office

DEPARTMENT CONTACT: Julie Moore, Executive Office

SUMMARY:

An ordinance regarding changes to Lynnwood Municipal Code Chapter 2.04.060 - Qualifications to Hold Elective Office.

PRESENTER:

Council Member Patrick Decker

ESTIMATED TIME:

10

BACKGROUND:

The current Lynnwood Municipal Code Chapter 2.04.060 - Qualifications to hold city elective office, is as follows:

No elective officer or councilmember of the city of Lynnwood shall hold any other office, federal, state, county or municipal, except in the National Guard or any branch of the United States military or as a notary public; provided, this chapter shall not prohibit any Lynnwood elective officer or councilmember from holding a position on any municipal or quasi-municipal agency as part of that office holder's duties and responsibilities to the Lynnwood office so held. (Ord. 1623 § 1, 1988)

The drafted ordinance seeks to clarify the City Council's intentions regarding holding multiple elective offices and residency requirements.

SUGGESTED ACTION:

Adopt an ordinance regarding amendments to Lynnwood Municipal Code 2.04.060 - Qualifications to Hold City Elective Office.

PREVIOUS COUNCIL ACTIONS:

On February 10, 2025, City Council discussed LMC Chapter 2.04.060 - qualifications to hold city elective office.

Again on May 5, 2025, City Council discussed a draft ordinance with amendments to LMC Chapter 2.04.060 - qualifications to hold city elective office.

DEPARTMENT ATTACHMENTS

Description:

[Ordinance - Amendment to LMC 2.04.060 - 9-8-2025 Draft.pdf](#)

[Ordinance - Amendment to LMC 2.04.060 - Final Draft.pdf](#)



ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, AMENDING LMC 2.04.060 QUALIFICATIONS TO HOLD CITY ELECTIVE OFFICE; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, LMC 2.04.060 sets forth qualifications to hold the elected office in the City of Lynnwood; and

WHEREAS, the City Council desires to clarify and add qualifications to LMC 2.04.060 in addition to the qualifications ~~at~~in State law for holding elective office ~~in the City~~; and

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

Section 1: Amendment. LMC 2.04.060 is hereby amended to read as follows:

A. All councilmembers must be a legally registered voter, residing and maintaining voter registration status within city limits for at least one year at the time of election, and must maintain their residency in Lynnwood and active voter registration status throughout the duration of their term of office.

1. Council members must reside continuously within city limits for the duration of their term, except in cases of extreme hardship which prevent a councilmember from residing within city limits for a short duration of time, not to exceed 60 days in total over the course of their 4-year term. Any councilmember who needs to reside outside City limits for any period must submit to the council in advance of any period of non-residency a written affidavit stating the councilmember's intent to resume residence within City limits and the date of that action.

2. If any Council member ceases to reside within city limits, and the Council has not received an affidavit with the councilmember's intent to resume residency, the councilmember shall vacate their position immediately.

3. Annually, council members shall sign an affidavit confirming they have resided within Lynnwood city limits for the entirety of the previous year and have maintained active voter registration, unless

45 they have provided an affidavit regarding their temporary non-
46 resident status. The affidavit must be signed and submitted to the
47 City Clerk no later than January 15 of each year.

48
49 B. No elective officer or councilmember person shall be eligible for the position
50 of Lynnwood city council member while holding any other paid elective
51 public office or while otherwise employed by the city. of the city of
52 Lynnwood shall hold any other office, federal, state, county or municipal,
53 except in the National Guard or any branch of the United States military or as
54 a notary public; provided, this chapter shall not prohibit any Lynnwood
55 elective officer or councilmember from holding a position on any municipal
56 or quasi-municipal agency as part of that office holder’s duties and
57 responsibilities to the Lynnwood office so held. Irrespective of the doctrine
58 of incompatible offices, if a current councilmember is elected or appointed
59 to any other publicly elective office, that councilmember’s position is
60 immediately vacated on the first day of the outside elective office’s term.
61 that council member must resign from the Lynnwood city council before the
62 first day of the outside elective office’s term.

63
64 Section 2. Severability. If any section, sentence, clause or phrase of this
65 ordinance should be held to be invalid or unconstitutional by a court of competent
66 jurisdiction, such invalidity or unconstitutionality shall not affect the validity or
67 constitutionality of any other section, sentence, clause or phrase or word of this
68 ordinance.

69
70 Section 3. Effective Date: This ordinance or an approved summary thereof consisting of its
71 title shall be published in the City’s official newspaper of record and shall take effect and
72 be in full force five days following its publication.

73
74 PASSED this XX day of XXXXXXX, 20XX, and signed in authentication of its passage this XX day of
75 XXXXXXX, 20XX.

76
77
78 APPROVED:

79
80
81 _____
82 Christine Frizzell, Mayor

83
84 ATTEST/AUTHENTICATED:

85 APPROVED AS TO FORM:

86 _____
87

|

88 Luke Lonie, City Clerk
89

Lisa Marshall, City Attorney

DRAFT



ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, AMENDING LMC 2.04.060 QUALIFICATIONS TO HOLD CITY ELECTIVE OFFICE; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, LMC 2.04.060 sets forth qualifications to hold the elected office in the City of Lynnwood; and

WHEREAS, the City Council desires to clarify and add qualifications to LMC 2.04.060 in addition to the qualifications in State law for holding elective office; and

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

Section 1: Amendment. LMC 2.04.060 is hereby amended to read as follows:

- A. All councilmembers must be a legally registered voter, residing and maintaining voter registration status within city limits for at least one year at the time of election, and must maintain their residency in Lynnwood and active voter registration status throughout the duration of their term of office.
 - 1. Council members must reside continuously within city limits for the duration of their term, except in cases of extreme hardship which prevent a councilmember from residing within city limits for a short duration of time, not to exceed 60 days in total over the course of their 4-year term. Any councilmember who needs to reside outside City limits for any period must submit to the council in advance of any period of non-residency a written affidavit stating the councilmember's intent to resume residence within City limits and the date of that action.
 - 2. If any Council member ceases to reside within city limits, and the Council has not received an affidavit with the councilmember's intent to resume residency, the councilmember shall vacate their position immediately.
 - 3. Annually, council members shall sign an affidavit confirming they have resided within Lynnwood city limits for the entirety of the previous year and have maintained active voter registration, unless

45 they have provided an affidavit regarding their temporary non-
46 resident status. The affidavit must be signed and submitted to the
47 City Clerk no later than January 15 of each year.
48

- 49 B. No person shall be eligible for the position of Lynnwood city council member
50 while holding any other paid elective public office or while otherwise
51 employed by the city. This chapter shall not prohibit any Lynnwood
52 councilmember from holding a position on any municipal or quasi-municipal
53 agency as part of that office holder's duties and responsibilities to the
54 Lynnwood office so held. Irrespective of the Doctrine of Incompatible
55 Offices, that council member must resign from the Lynnwood city council
56 before the first day of the outside elective office's term.
57

58 Section 2. Severability. If any section, sentence, clause or phrase of this
59 ordinance should be held to be invalid or unconstitutional by a court of competent
60 jurisdiction, such invalidity or unconstitutionality shall not affect the validity or
61 constitutionality of any other section, sentence, clause or phrase or word of this
62 ordinance.
63

64 Section 3. Effective Date: This ordinance or an approved summary thereof consisting of its
65 title shall be published in the City's official newspaper of record and shall take effect and
66 be in full force five days following its publication.
67

68 PASSED this XX day of XXXXXXXX, 20XX, and signed in authentication of its passage this XX day of
69 XXXXXXXX, 20XX.
70

71
72 APPROVED:

73
74
75 _____
76 Christine Frizzell, Mayor
77

78 ATTEST/AUTHENTICATED:

79 APPROVED AS TO FORM:

80
81 _____
82 Luke Lonie, City Clerk
83

80
81 _____
82 Lisa Marshall, City Attorney
83

CITY COUNCIL 12.B

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Ordinance: Annexation of Edmonds School District Old Alderwood Middle School

DEPARTMENT CONTACT: Rebecca Samy, Development and Business Services

SUMMARY:

The public hearing is to receive public input regarding the ordinance to annex the Edmonds School District site. Following the public hearing City Council will be asked to consider the adoption of the ordinance during New Business.

PRESENTER:

Karl Almgren, AICP, Community Planning Manager

ESTIMATED TIME:

10

SUGGESTED ACTION:

City Council to motion to approve an ordinance annexing the Edmonds School District property known as the Old Alderwood Middle School Site located at 20000 28th Ave W.

PREVIOUS COUNCIL ACTIONS:

On November 18, 2024, the City of Lynnwood received a petition for annexation from the Edmonds School District regarding the Old Alderwood Middle School property located at 20000 28th Ave W, Lynnwood. On December 9, 2024, the City Council signed Resolution 2024-10, considering the annexation petition.

On December 9th, the City Council passed Resolution 2024-10 to consider the annexation petition. On April 14, 2025, the City Council passed Resolution 2025-05 accepting the notice of intent to commence annexation.

On June 6, 2025, the City filed a Notice of Intention for annexation of the Old Alderwood Middle School property with the Boundary Review Board.

On July 25, 2025, the Boundary Review Board confirmed that the 45-day review period for the New Middle School Annexation (BRB File No. 2-25-03) had ended on July 24, 2025, with no request for review being filed as outlined in RCW 36.93.100, and that the action was deemed approved.

VISIONS AND PRIORITIES ALIGNMENT:

LU Goal 8 Work collaboratively with Snohomish County to support the transition of annexation areas to City governance.

LU Policy 8.3 Future annexations shall be logical expansions of the City's boundaries.

LU Policy 8.4 Evaluate potential annexations based on the City's ability to provide sufficient services to the area, and the potential financial burden to the City resulting from annexation.

LU Policy 8.5 City provided infrastructure, utilities, and services shall be made available concurrently with, or within a reasonable time after, annexing land to the City.

DEPARTMENT ATTACHMENTS

Description:

[Staff Memo](#)

[RESOLUTION No. 2024-10.pdf](#)

[RESOLUTION No. 2025-05.pdf](#)

[Draft Ordinance.pdf](#)

[Exhibit A Legal Description.pdf](#)

[Exhibit B Map of Annexation Area.pdf](#)

[Staff Presentation](#)

Public Hearing and Ordinance: Annexation of Edmonds School District Old Alderwood Middle School

Staff Contact: Karl Almgren, AICP, Community Planning Manager

Summary

Edmonds School District (ESD) is redeveloping the Old Alderwood Middle School for a new middle school facility. Part of their redevelopment includes new access to Alderwood Mall Parkway at the signalized intersection of the private roadway serving Lowes. Edmonds School District has identified the primary driver for the annexation request is the efficiency of permitting and inspections under Lynnwood's Development & Business Services Department. Other considerations are access to the site from Alderwood Mall Parkway and proximity to Heritage Park both located within Lynnwood.

The Edmonds School District (ESD) announced in 2024 following the approval of the Replacement Technology/Capital levy, that funds were now available to construction a fifth middle school which allows the district to switch to a 6th-8th grade middle school model beginning with the 2028-2029 school year. The school district has stated that moving to a 6th-8th middle school format would help alleviate elementary school space pressure, align learning standards and curriculum, expand access to activities, and course offerings to 6th graders and create a greater sense of belonging for students in a three-year school format. The fifth middle school to be constructed will be built at the site of the Old Alderwood Middle School (20000 28th Ave W, Parcel Number 00372601101602). This property is currently part of unincorporated Snohomish County.

On November 18, 2024, the City of Lynnwood received a petition for annexation from the Edmonds School District regarding the Old Alderwood Middle School property located at 20000 28th Ave W, Lynnwood. On December 9, 2024, the City Council signed Resolution 2024-10, considering the annexation petition.

On December 9th, the City Council passed Resolution 2024-10 to consider the annexation petition.

On April 14, 2025, the City Council passed Resolution 2025-05 accepting the notice of intent to commence annexation.

On June 6, 2025, the City filed a Notice of Intention for annexation of the Old Alderwood Middle School property with the Boundary Review Board.

On July 25, 2025, the Boundary Review Board confirmed that the 45-day review period for the New Middle School Annexation (BRB File No. 2-25-03) had ended on July 24, 2025, with no request for review being filed as outlined in RCW 36.93.100, and that the action was deemed approved.

On September 2, 2025, Staff briefed City Council in advance of the scheduled September 8, 2025, Public Hearing and Council Consideration for annexation of the property into the City of Lynnwood.

Attachments

1. Draft ordinance with exhibits.



RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON, CONCERNING THE PETITION FOR ANNEXATION OF 20000 28TH AVE W (PARCEL NUMBER 00372601101602) SUBMITTED BY THE EDMONDS SCHOOL DISTRICT.

WHEREAS, RCW 35A.14.120 and 35A.14.140 authorize the City Council to resolve to annex into the City unincorporated territory contiguous to the City’s boundary upon submittal of a petition for annexation, to conduct a public hearing on the annexation, and to provide by ordinance for the annexation; and

WHEREAS, RCW 28A.335.110 authorize the School Board of Directors to petition for annexation when such school property constitutes the whole of such property in the annexation petition; and

WHEREAS, Edmonds School District is the sole owner of the property located at 20000 28th Ave W (APN 00372601101602) incorporated by reference as the “Old Alderwood Middle School”; and

WHEREAS, on November 18, 2024, Edmonds School District submitted a petition (Exhibit A) of Old Alderwood Middle School for annexation to the city ; and

WHEREAS, the City Council is considering annexation of Old Alderwood Middle School by direct petition, consisting of approximately 19.75-acres located adjacent to City limits; and

WHEREAS, the Old Alderwood Middle School meets the requirements of RCW 35A.14.120; and

WHEREAS, this property is within the Lynnwood Municipal Urban Growth Area; and

WHEREAS, The City of Lynnwood’s Comprehensive Plan Implementation Element, Strategy I-O states that the City will move forward with annexations of the MUGA, and that the City will be receptive to working with MUGA residents and property owners interested in annexation into the City.

41 WHEREAS, the City Council of the City of Lynnwood has determined that the public
42 interest is served best by annexing the Old Alderwood Middle School; now, therefore

43 THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO RESOLVE AS
44 FOLLOWS:
45

46 Sections 1. The City of Lynnwood will consider the annexation petition brought forth by
47 the Edmonds School District, regarding the property located at 20000 28th Ave W (Parcel
48 Number 00372601101602).
49

50 Sections 2. The Development & Business Services Director is hereby authorized and
51 directed to prepare and file annexation documentation with Snohomish County, and to take
52 actions deemed necessary and appropriate to advance the annexation through the legislative
53 process.
54

55 This Resolution shall be in full force and effect from and after its adoption and approval.
56

57 PASSED BY THE CITY COUNCIL this 9th day of December 2024.
58

59 APPROVED:
60 DocuSigned by:
61 *Christine Frizzell* 12/11/2024
62 77ADF363AF504F4...
63 Christine Frizzell, Mayor

64 ATTEST/AUTHENTICATED:
65 DocuSigned by:
66 *Luke Lonie*
67 9859FC9ACFCA4CF...
68 Luke Lonie, City Clerk



RESOLUTION NO. 2025-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, ACCEPTING A NOTICE OF INTENTION OF THE EDMONDS SCHOOL DISTRICT TO COMMENCE ANNEXATION TO THE CITY PURSUANT TO RCW 35A.14.120; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, the Edmonds School District filed a notice of intention to commence annexation proceedings pursuant to RCW 35A.14.120; and

WHEREAS, the proposed annexation area is contiguous with existing city limits, lies within unincorporated Snohomish County, is contained within the City’s UGA, and comprises an area of approximately 19.76 acres; and

WHEREAS, as required by RCW 28A.335.110, in addition to other powers and duties as provided by law, every board of directors, if seeking to have school property annexed to a city or town and if such school property constitutes the whole of such property in the annexation petition, shall be allowed to petition; and

WHEREAS, on April 7, 2025, the City Council met with the initiating party as required by RCW 35A.14.125; and

WHEREAS, without waiver of the City Council’s ultimate discretion to approve or deny the proposed annexation, the Council has preliminarily determined that shall accept the proposed annexation without modification; and

WHEREAS, on December 9, 2024, City Council passed Resolution No. 2024-10 considering the annexation petition; and

WHEREAS, on January 27, 2025, the City Council adopted the 2024 Comprehensive Plan update, also known as Imagine Lynnwood by Ordinance 3476; and

WHEREAS, Ordinance 3476 delayed the effective date of the 2024 Comprehensive Plan Future Land Use Map and Zoning Map to June 30, 2025; and

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WHEREAS, the Municipal Urban Growth Area Future Land Uses Map in Imagine Lynnwood identifies the proposed annexation area with the designation of Public/Institution; and

WHEREAS, the implementing zones for the Future Land Use designation 'Public/Institution' are 'Open Space & Parks' and 'Public & Institutional', and zoning has been predetermined for this area through the comprehensive plan process; and

WHEREAS, no assumption of indebtedness is to be required; now, therefore

THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Acceptance of Notice of Intention. The Lynnwood City Council accepts the Notice of Intention to commence annexation for the area described on page 3 in Exhibit 1 hereto in accordance with RCW 35A.14.120.

Section 2. Designation on Zoning Map. The area described on page 6 in Exhibit 1 hereto, if annexed, shall be designated on the City's zoning map as Public-Institutional (P-I).

Section 3. City Clerk Authorized. The City Clerk is hereby authorized and directed to record and enter into official City Council minutes the substance of this resolution.

This resolution shall be in full force and effect from and after its adoption and approval.

PASSED BY THE CITY COUNCIL THIS 14th day of April, 2025.

APPROVED:

DocuSigned by:
Christine Frizzell 4/16/2025
77ADF363AF504F4...
Christine Frizzell, Mayor

ATTEST/AUTHENTICATED:

DocuSigned by:
Luke Lonie
9859FC9ACFCA4CF...
Luke Lonie, City Clerk



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, ANNEXING THE EDMONDS SCHOOL DISTRICT PROPERTY COMMONLY KNOWN AS THE OLD ALDERWOOD MIDDLE SCHOOL LOCATED AT 20000 28TH AVE W.; PURSUANT TO RCW 35A.14.120; ACKNOWLEDGING AND REQUIRING THAT THE ANNEXATION AREA SHALL BE DESIGNATED P-I (PUBLIC-INSTITUTIONAL) ON THE COMPREHENSIVE PLAN FUTURE LAND USE MAP; REQUIRING THAT THE PROPERTY IN THE ANNEXATION AREA SHALL BE ASSESSED AND TAXED AT THE SAME RATE AND ON THE SAME BASIS AS OTHER PROPERTY WITHIN THE CITY OF LYNNWOOD; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, the Edmonds School District filed a notice of intention to commence annexation proceedings pursuant to RCW 35A.14.120; and

WHEREAS, the proposed annexation area is contiguous with existing city limits, lies within unincorporated Snohomish County, is contained within the City's UGA, and comprises an area of approximately 19.76 acres; and

WHEREAS, as required by RCW 28A.335.110, in addition to other powers and duties as provided by law, every board of directors, if seeking to have school property annexed to a city or town and if such school property constitutes the whole of such property in the annexation petition, shall be allowed to petition; and

WHEREAS, on April 7, 2025, the City Council met with the initiating party as required by RCW 35A.14.125; and

WHEREAS, without waiver of the City Council's ultimate discretion to approve or deny the proposed annexation, the Council has preliminarily determined that shall accept the proposed annexation without modification; and

40 WHEREAS, on December 9, 2024, City Council passed Resolution No. 2024-10 considering
41 the annexation petition; and

42
43 WHEREAS, on January 27, 2025, the City Council adopted the 2024 Comprehensive Plan
44 update, also known as Imagine Lynnwood, by Ordinance 3476; and

45
46 WHEREAS, Ordinance 3476 delayed the effective date of the 2024 Comprehensive Plan
47 Future Land Use Map and Zoning Map to June 30, 2025; and

48
49 WHEREAS, the Municipal Urban Growth Area Future Land Uses Map in Imagine Lynnwood
50 identifies the proposed annexation area with the designation of Public/Institution; and

51
52 WHEREAS, the implementing zones for the Future Land Use designation
53 'Public/Institution' are 'Open Space & Parks' and 'Public & Institutional', and zoning has been
54 predetermined for this area through the comprehensive plan process; and

55
56 WHEREAS, no assumption of indebtedness is required; and

57
58 WHEREAS, on April 14, 2025, the City Council passed Resolution No. 2025-5, accepting
59 the notice of intention the Edmonds School District to commence annexation to the city pursuant
60 to RCW 35A.124.120; and

61
62 WHEREAS, the Boundary Review Board did not invoke its jurisdiction with respect to the
63 proposed annexation within the timeframe specified by Chapter 36.93 RCW; and

64
65 WHEREAS, as required by RCW 35A.14.130, the City Council conducted a duly noticed
66 public hearing on the proposed annexation on September 8, 2025, and all persons wishing to
67 provide verbal or written comments were afforded the opportunity to do so; and

68
69 WHEREAS, the annexation effectuated by this ordinance is consistent with and will
70 implement the relevant provisions of the City's Comprehensive Plan; and

71
72 WHEREAS, the City Council further deems the annexation adopted by this ordinance to
73 be in interests of the health, safety, and the general welfare of the City of Lynnwood and the
74 Edmonds School District;

75
76 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO
77 ORDAIN AS FOLLOWS:

78
79 Section 1. Findings. The City Council hereby adopts the recitals, above, in support of the
80 annexation of the Edmonds School Property. The City Council further finds that the best interest
81 and general welfare of the City of Lynnwood would be served by such annexation.
82

83 Section 2: Purpose. The purpose of this ordinance is to approve the annexation petition of
84 Edmonds School District for the property commonly known as Old Alderwood Middle School
85 located at 20000 28th Ave W (APN 00372601101602) hereafter the “Property.”

86
87 Section 3: Annexation. The City of Lynnwood City Council hereby annexes to the City of
88 Lynnwood the area legally described Property in Exhibit A and shown in Exhibit B, attached hereto
89 and incorporated by this reference as if fully set forth herein.

90 Section 4: Assessment and Taxation. The Edmonds School District Property shall be assessed and
91 taxed at the same rate and on the same basis as property in the City of Lynnwood is assessed and
92 taxed to pay for the portion of outstanding City indebtedness contracted for, incurred prior to,
93 or existing on the effective date of the annexation of the Edmonds School District Property as set
94 forth herein. As of such annexation date the City of Lynnwood had no indebtedness approved
95 by the voters.

96
97 Section 5: Zoning. Upon annexation, said property shall be zoned P-I Public-Institutional with a
98 future land use designation Public/Institution.

99
100 Section 6: Amendment of Maps. The City Council authorizes city staff to amend all official maps
101 for the City of Lynnwood, including without limitation the official future land use and zoning
102 maps, to reflect the annexation effectuated by this ordinance, and set forth herein.

103
104 Section 7: Filing. Upon passage of this ordinance the City shall file a certified copy of the adopted
105 annexation ordinance with Snohomish County pursuant to RCW 35A.14.140.

106
107 Section 8. Severability. If any section, sentence, clause or phrase of this ordinance should be
108 held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
109 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
110 clause or phrase or word of this ordinance.

111
112 Section 9. Effective Date: This ordinance or an approved summary thereof consisting of its
113 title shall be published in the City’s official newspaper of record and shall take effect and
114 be in full force five days following its publication.

115
116 PASSED BY THE CITY COUNCIL THIS XX day of September, 2025.

117
118
119 APPROVED:
120
121
122 _____
123 Christine Frizzell, Mayor
124

125 ATTEST/AUTHENTICATED: APPROVED AS TO FORM:

126
127
128
129

Luke Lonie, City Clerk

Lisa Marshall, City Attorney

DRAFT

LEGAL DESCRIPTION

REAL PROPERTY IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON,
DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 16, 17, 18, 19 AND 20, BLOCK 11,
ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 16, EXCEPT THE EAST 225 FEET THEREOF;
LOT 17, EXCEPT THE EAST 225 FEET THEREOF;
LOT 18, EXCEPT THE SOUTH 95 FEET OF THE EAST 225 FEET THEREOF;
LOT 19, EXCEPT THE NORTH 200 FEET OF THE EAST 326.7 FEET
THEREOF;
LOT 20, EXCEPT THE EAST 352 FEET THEREOF.

ALSO KNOWN AS:

THAT PORTION OF THE NE 1/4 OF SECTION 22, TOWNSHIP 27 NORTH,
RANGE 04 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE
SOUTH 00°41'36" WEST, ALONG THE EAST LINE OF SAID SECTION, A
DISTANCE OF 1418.40 FEET;
THENCE DEPARTING SAID LINE, NORTH 89°18'24" WEST, A DISTANCE OF
30.00 FEET TO THE WEST RIGHT OF WAY MARGIN OF 28TH AVENUE WEST
AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°41'36" WEST, ALONG SAID MARGIN, A DISTANCE OF
174.25 FEET;
THENCE DEPARTING SAID MARGIN, NORTH 88°25'13" WEST, A DISTANCE
OF 225.03 FEET TO A LINE PARALLEL WITH AND 225.00 FEET WEST OF
SAID WEST MARGIN;
THENCE SOUTH 00°41'36" WEST ALONG SAID PARALLEL LINE, A DISTANCE
OF 565.01 FEET TO THE NORTH LINE OF THE PLAT OF MANORWOOD,
RECORDED IN VOLUME 18 OF PLATS, PAGE 104, RECORDS OF SNOHOMISH
COUNTY, WASHINGTON;
THENCE NORTH 88°25'13" WEST, ALONG SAID NORTH LINE, A DISTANCE
OF 700.05 FEET TO THE WEST LINE OF LOT 16, BLOCK 11, ALDERWOOD
MANOR, RECORDING IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF
SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTH 00°41'36" EAST, ALONG THE WEST LINE OF LOT 16, 17,
18, 19, AND 20 OF SAID PLAT OF ALDERWOOD MANOR, A DISTANCE OF

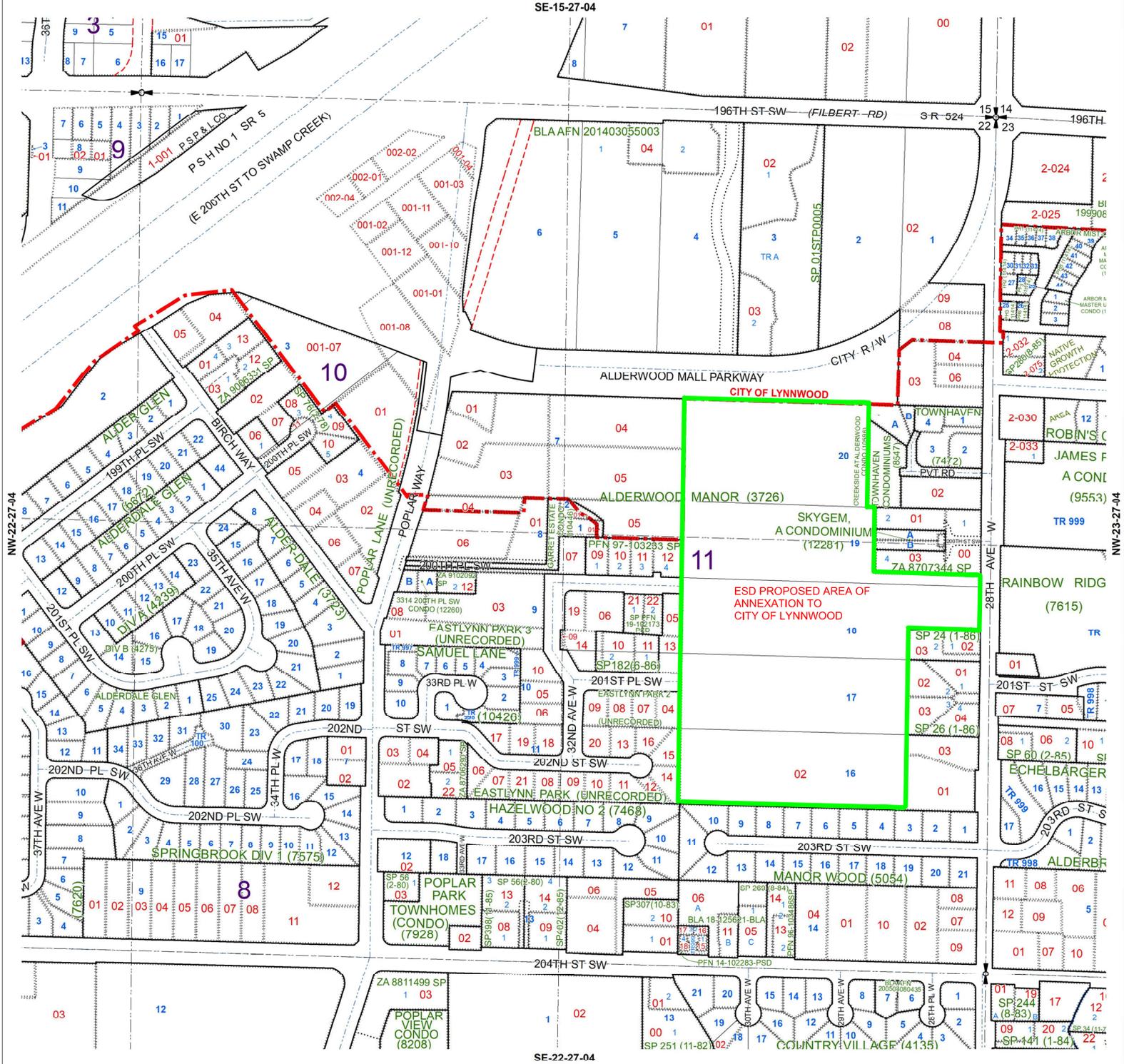
1259.44 FEET, TO NORTH LINE OF SAID LOT 20, ALSO BEING THE SOUTH RIGHT OF WAY MARGIN OF ALDERWOOD MALL PARKWAY;
THENCE SOUTH 88°21'18" EAST, ALONG SAID MARGIN AND NORTH LINE, A DISTANCE OF 573.05 FEET TO THE WEST LINE OF SNOHOMISH COUNTY SHORT PLAT NO. 138 (5-84), RECORDED UNDER RECORDING NUMBER 8506130235, RECORDS OF SAID COUNTY, ALSO BEING A LINE PARALLEL WITH AND 352.00 FEET WEST OF SAID WEST RIGHT OF WAY MARGIN OF 28TH AVENUE WEST;
THENCE SOUTH 00°41'36" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 319.78 FEET TO THE SOUTH LINE OF SAID LOT 20;
THENCE SOUTH 88°27'53" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 25.30 FEET TO THE WEST LINE OF SNOHOMISH COUNTY SHORT PLAT NO. 8707344, RECORDED UNDER RECORDING NUMBER 8811230305, RECORDS OF SAID COUNTY, ALSO BEING A LINE PARALLEL WITH AND 326.70 FEET WEST OF SAID WEST RIGHT OF WAY MARGIN OF 28TH AVENUE WEST;
THENCE SOUTH 00°41'36" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 200.02 FEET, TO A LINE PARALLEL WITH AND 200.00 FEET SOUTH OF THE SAID NORTH LINE OF LOT 20;
THENCE SOUTH 88°27'53" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 326.74 FEET TO THE TRUE POINT OF BEGINNING.

QUARTER	SECTION	TOWNSHIP N.W.D.L.	RANGE E.W.M.
NE	22	27	4

Centerline	Lot	Block	Section	City Limits
Gov Lot	Subdiv	ROW	Quarter	Tax Acct
Major Water	Other Lot	Vac ROW	16th	Easement
Minor Water	Other Subdiv	Vac Lot		

REPRESENTATION OF THE SNOHOMISH COUNTY CODE, AMENDMENTS AND UPDATES TO THE DATA, TOGETHER WITH OTHER APPLICABLE COUNTY CODE PROVISIONS, MAY APPEAR WHICH ARE NOT SHOWN HEREIN. SNOHOMISH COUNTY MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONTENTS, ACCURACY, CORRECTNESS, COMPLETENESS OR QUALITY OF THE DATA CONTAINED HEREIN AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL PERSONS ACCESSING OR UTILIZING THIS DATA ASSUME ALL RESPONSIBILITY FOR THE USE THEREOF AND AGREE TO HOLD SNOHOMISH COUNTY HARMLESS FROM AND AGAINST ANY DAMAGES, SUITS, CLAIMS OR LIABILITY ARISING OUT OF ANY ERROR, OMISSION, DEFECT OR CONFLICT CONTAINED WITHIN THIS DATA. WASHINGTON STATE LAW, RCW 42.56.070(1) PROHIBITS STATE AND LOCAL AGENCIES FROM PROVIDING ACCESS TO CERTAIN TYPES OF INDIVIDUALS IDENTIFIED FOR THE PURPOSES OF COMMERCIAL PURPOSES. COMMERCIAL PURPOSES INCLUDE ANY BUSINESS OR OTHER TRANSACTION TO OBTAIN OR PROVIDE INFORMATION FROM THIS DATA, INCLUDING BUT NOT LIMITED TO, ANY BUSINESS OR OTHER TRANSACTION THAT YOU WILL NOT USE THE ANY LIST OF INDIVIDUALS, OR DATA FROM WHICH SUCH LIST IS COMPILED, FOR ANY COMMERCIAL PURPOSE.

A product of the Assessor's Office
Snohomish County, Washington





**Public Hearing &
Ordinance:
Annexation of Old
Alderwood Middle
School**

*City Council
September 8, 2025*

Karl Almgren, AICP, Community Planning Manager

Imagine Lynnwood: Annexation Policies

Annexation goals adopted in the Comprehensive Plan Land Use Element

LU Goal 8

Work collaboratively with Snohomish County to support the transition of annexation areas to City governance.

LU Policy 8.3

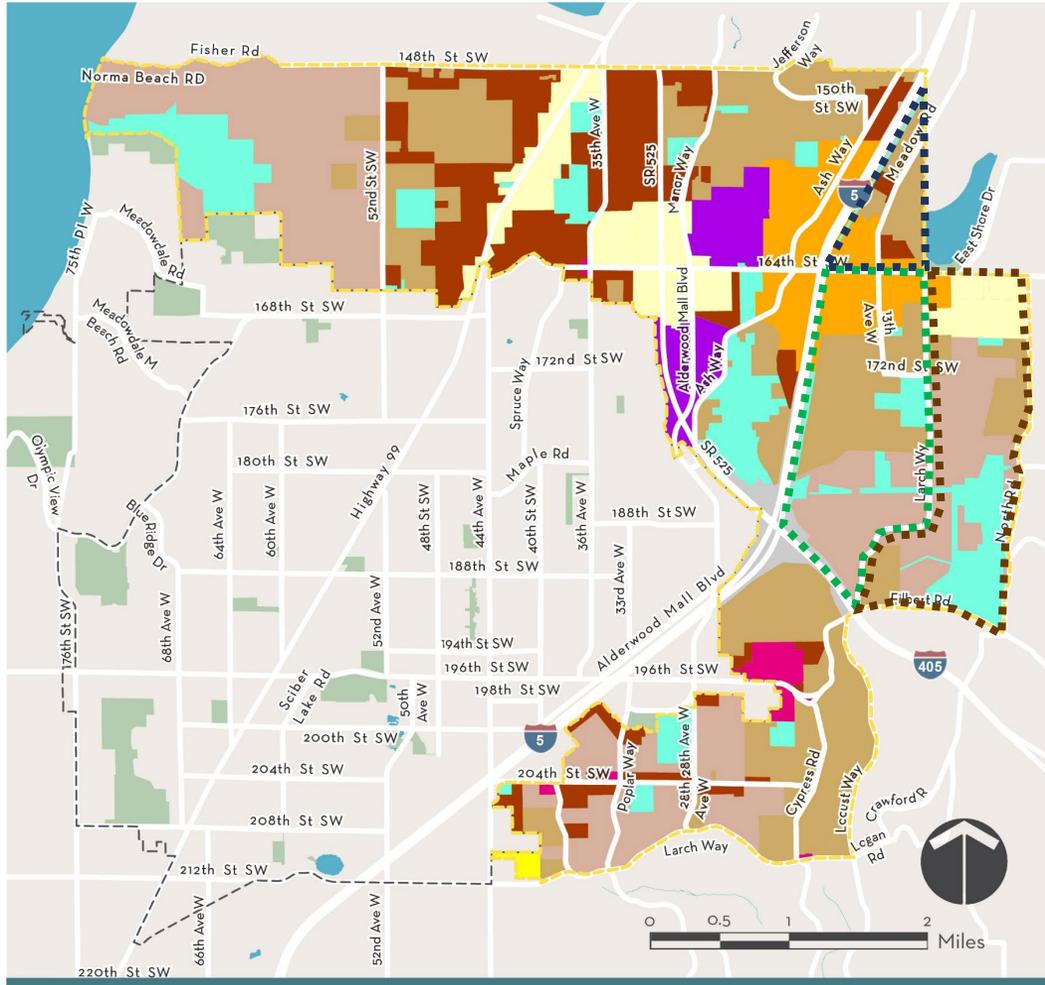
Future annexations shall be logical expansions of the City's boundaries.

LU Policy 8.4

Evaluate potential annexations based on the City's ability to provide sufficient services to the area, and the potential financial burden to the City resulting from annexation.

LU Policy 8.5

City provided infrastructure, utilities, and services shall be made available concurrently with, or within a reasonable time after, annexing land to the City.



LEGEND

- MUGA Boundary
- City of Lynnwood City Limits
- Public/Institutional Use
- Transit/Pedestrian Village
- Urban Center
- Urban Commercial
- Urban High Density Residential
- Urban Industrial
- Urban Low Density Residential
- Urban Medium Density Residential
- Light Rail Community
- Mixed Use Corridor

Claimed by Lynnwood & Mill Creek

Larch Way N

Larch Way S

Claimed by Mill Creek & Identified in Lynnwood Comp. Plan.

North Road

Proposed Old Alderwood Middle School Annexation



Locator Map



- ESD Property 20000 28th Ave. W (Parcel No. 00372601101602)
- 19.76 Acres, contiguous to City of Lynnwood's corporate limits
- Petition Application
- Proposal to improve intersection on Alderwood Mall Parkway on North to connect to City of Lynnwood's ROW with signal improvements
- Site intended for new Middle School



RESOLUTION NO. 2025-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, ACCEPTING A NOTICE OF INTENTION OF THE EDMONDS SCHOOL DISTRICT TO COMMENCE ANNEXATION TO THE CITY PURSUANT TO RCW 35A.14.120; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, the Edmonds School District filed a notice of intention to commence annexation proceedings pursuant to RCW 35A.14.120; and

WHEREAS, the proposed annexation area is contiguous with existing city limits, lies within unincorporated Snohomish County, is contained within the City’s UGA, and comprises an area of approximately 19.76 acres; and

WHEREAS, as required by RCW 28A.335.110, in addition to other powers and duties as provided by law, every board of directors, if seeking to have school property annexed to a city or town and if such school property constitutes the whole of such property in the annexation petition, shall be allowed to petition; and

WHEREAS, on April 7, 2025, the City Council met with the initiating party as required by RCW 35A.14.125; and

WHEREAS, without waiver of the City Council’s ultimate discretion to approve or deny the proposed annexation, the Council has preliminarily determined that shall accept the proposed annexation without modification; and

WHEREAS, on December 9, 2024, City Council passed Resolution No. 2024-10 considering the annexation petition; and

WHEREAS, on January 27, 2025, the City Council adopted the 2024 Comprehensive Plan update, also known as Imagine Lynnwood by Ordinance 3476; and

WHEREAS, Ordinance 3476 delayed the effective date of the 2024 Comprehensive Plan Future Land Use Map and Zoning Map to June 30, 2025; and

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WHEREAS, the Municipal Urban Growth Area Future Land Uses Map in Imagine Lynnwood identifies the proposed annexation area with the designation of Public/Institution; and

WHEREAS, the implementing zones for the Future Land Use designation 'Public/Institution' are 'Open Space & Parks' and 'Public & Institutional', and zoning has been predetermined for this area through the comprehensive plan process; and

WHEREAS, no assumption of indebtedness is to be required; now, therefore

THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Acceptance of Notice of Intention. The Lynnwood City Council accepts the Notice of Intention to commence annexation for the area described on page 3 in Exhibit 1 hereto in accordance with RCW 35A.14.120.

Section 2. Designation on Zoning Map. The area described on page 6 in Exhibit 1 hereto, if annexed, shall be designated on the City's zoning map as Public-Institutional (P-I).

Section 3. City Clerk Authorized. The City Clerk is hereby authorized and directed to record and enter into official City Council minutes the substance of this resolution.

This resolution shall be in full force and effect from and after its adoption and approval.

PASSED BY THE CITY COUNCIL THIS 14th day of April, 2025.

APPROVED:

DocuSigned by:
Christine Frizzell 4/16/2025
77ADF383AF504F4...
Christine Frizzell, Mayor

ATTEST/AUTHENTICATED:

DocuSigned by:
Luke Lonie
9859FC9ACFCA4CF...
Luke Lonie, City Clerk



RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON, CONCERNING THE PETITION FOR ANNEXATION OF 20000 28TH AVE W (PARCEL NUMBER 00372601101602) SUBMITTED BY THE EDMONDS SCHOOL DISTRICT.

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WHEREAS, RCW 35A.14.120 and 35A.14.140 authorize the City Council to resolve to annex into the City unincorporated territory contiguous to the City’s boundary upon submittal of a petition for annexation, to conduct a public hearing on the annexation, and to provide by ordinance for the annexation; and

WHEREAS, RCW 28A.335.110 authorize the School Board of Directors to petition for annexation when such school property constitutes the whole of such property in the annexation petition; and

WHEREAS, Edmonds School District is the sole owner of the property located at 20000 28th Ave W (APN 00372601101602) incorporated by reference as the “Old Alderwood Middle School”; and

WHEREAS, on November 18, 2024, Edmonds School District submitted a petition (Exhibit A) of Old Alderwood Middle School for annexation to the city ; and

WHEREAS, the City Council is considering annexation of Old Alderwood Middle School by direct petition, consisting of approximately 19.75-acres located adjacent to City limits; and

WHEREAS, the Old Alderwood Middle School meets the requirements of RCW 35A.14.120; and

WHEREAS, this property is within the Lynnwood Municipal Urban Growth Area; and

WHEREAS, The City of Lynnwood’s Comprehensive Plan Implementation Element, Strategy I-O states that the City will move forward with annexations of the MUGA, and that the City will be receptive to working with MUGA residents and property owners interested in annexation into the City.

41 WHEREAS, the City Council of the City of Lynnwood has determined that the public
42 interest is served best by annexing the Old Alderwood Middle School; now, therefore

43 THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO RESOLVE AS
44 FOLLOWS:
45

46 Sections 1. The City of Lynnwood will consider the annexation petition brought forth by
47 the Edmonds School District, regarding the property located at 20000 28th Ave W (Parcel
48 Number 00372601101602).
49

50 Sections 2. The Development & Business Services Director is hereby authorized and
51 directed to prepare and file annexation documentation with Snohomish County, and to take
52 actions deemed necessary and appropriate to advance the annexation through the legislative
53 process.
54

55 This Resolution shall be in full force and effect from and after its adoption and approval.
56

57 PASSED BY THE CITY COUNCIL this 9th day of December 2024.
58

59 APPROVED:
60 DocuSigned by:
61 *Christine Frizzell* 12/11/2024
62 77ADF363AF504F4...
63 Christine Frizzell, Mayor

64 ATTEST/AUTHENTICATED:

65 DocuSigned by:
66 *Luke Lonie*
67 9859FC9ACFCA4CF...
68 Luke Lonie, City Clerk



RESOLUTION NO. 2025-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, ACCEPTING A NOTICE OF INTENTION OF THE EDMONDS SCHOOL DISTRICT TO COMMENCE ANNEXATION TO THE CITY PURSUANT TO RCW 35A.14.120; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION

WHEREAS, the Edmonds School District filed a notice of intention to commence annexation proceedings pursuant to RCW 35A.14.120; and

WHEREAS, the proposed annexation area is contiguous with existing city limits, lies within unincorporated Snohomish County, is contained within the City’s UGA, and comprises an area of approximately 19.76 acres; and

WHEREAS, as required by RCW 28A.335.110, in addition to other powers and duties as provided by law, every board of directors, if seeking to have school property annexed to a city or town and if such school property constitutes the whole of such property in the annexation petition, shall be allowed to petition; and

WHEREAS, on April 7, 2025, the City Council met with the initiating party as required by RCW 35A.14.125; and

WHEREAS, without waiver of the City Council’s ultimate discretion to approve or deny the proposed annexation, the Council has preliminarily determined that shall accept the proposed annexation without modification; and

WHEREAS, on December 9, 2024, City Council passed Resolution No. 2024-10 considering the annexation petition; and

WHEREAS, on January 27, 2025, the City Council adopted the 2024 Comprehensive Plan update, also known as Imagine Lynnwood by Ordinance 3476; and

WHEREAS, Ordinance 3476 delayed the effective date of the 2024 Comprehensive Plan Future Land Use Map and Zoning Map to June 30, 2025; and

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WHEREAS, the Municipal Urban Growth Area Future Land Uses Map in Imagine Lynnwood identifies the proposed annexation area with the designation of Public/Institution; and

WHEREAS, the implementing zones for the Future Land Use designation 'Public/Institution' are 'Open Space & Parks' and 'Public & Institutional', and zoning has been predetermined for this area through the comprehensive plan process; and

WHEREAS, no assumption of indebtedness is to be required; now, therefore

THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Acceptance of Notice of Intention. The Lynnwood City Council accepts the Notice of Intention to commence annexation for the area described on page 3 in Exhibit 1 hereto in accordance with RCW 35A.14.120.

Section 2. Designation on Zoning Map. The area described on page 6 in Exhibit 1 hereto, if annexed, shall be designated on the City's zoning map as Public-Institutional (P-I).

Section 3. City Clerk Authorized. The City Clerk is hereby authorized and directed to record and enter into official City Council minutes the substance of this resolution.

This resolution shall be in full force and effect from and after its adoption and approval.

PASSED BY THE CITY COUNCIL THIS 14th day of April, 2025.

APPROVED:

DocuSigned by:
Christine Frizzell 4/16/2025
77ADF383AF504F4...
Christine Frizzell, Mayor

ATTEST/AUTHENTICATED:

DocuSigned by:
Luke Lonie
9859FC9ACFCA4CF...
Luke Lonie, City Clerk



RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON, CONCERNING THE PETITION FOR ANNEXATION OF 20000 28TH AVE W (PARCEL NUMBER 00372601101602) SUBMITTED BY THE EDMONDS SCHOOL DISTRICT.

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WHEREAS, RCW 35A.14.120 and 35A.14.140 authorize the City Council to resolve to annex into the City unincorporated territory contiguous to the City’s boundary upon submittal of a petition for annexation, to conduct a public hearing on the annexation, and to provide by ordinance for the annexation; and

WHEREAS, RCW 28A.335.110 authorize the School Board of Directors to petition for annexation when such school property constitutes the whole of such property in the annexation petition; and

WHEREAS, Edmonds School District is the sole owner of the property located at 20000 28th Ave W (APN 00372601101602) incorporated by reference as the “Old Alderwood Middle School”; and

WHEREAS, on November 18, 2024, Edmonds School District submitted a petition (Exhibit A) of Old Alderwood Middle School for annexation to the city ; and

WHEREAS, the City Council is considering annexation of Old Alderwood Middle School by direct petition, consisting of approximately 19.75-acres located adjacent to City limits; and

WHEREAS, the Old Alderwood Middle School meets the requirements of RCW 35A.14.120; and

WHEREAS, this property is within the Lynnwood Municipal Urban Growth Area; and

WHEREAS, The City of Lynnwood’s Comprehensive Plan Implementation Element, Strategy I-O states that the City will move forward with annexations of the MUGA, and that the City will be receptive to working with MUGA residents and property owners interested in annexation into the City.

41 WHEREAS, the City Council of the City of Lynnwood has determined that the public
42 interest is served best by annexing the Old Alderwood Middle School; now, therefore

43 THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO RESOLVE AS
44 FOLLOWS:
45

46 Sections 1. The City of Lynnwood will consider the annexation petition brought forth by
47 the Edmonds School District, regarding the property located at 20000 28th Ave W (Parcel
48 Number 00372601101602).
49

50 Sections 2. The Development & Business Services Director is hereby authorized and
51 directed to prepare and file annexation documentation with Snohomish County, and to take
52 actions deemed necessary and appropriate to advance the annexation through the legislative
53 process.
54

55 This Resolution shall be in full force and effect from and after its adoption and approval.
56

57 PASSED BY THE CITY COUNCIL this 9th day of December 2024.
58

59 APPROVED:
60 DocuSigned by:
61 *Christine Frizzell* 12/11/2024
62 77ADF363AF504F4...
63 Christine Frizzell, Mayor

64 ATTEST/AUTHENTICATED:

65 DocuSigned by:
66 *Luke Lonie*
67 9859FC9ACFCA4CF...
68 Luke Lonie, City Clerk