



# CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

**Thursday, June 13, 2024 at 7:00 PM**

**Meeting Location: In Person and Virtual / Zoom**  
**17425 Ballinger Way NE Lake Forest Park, WA 98155**

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## **INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:**

***Please note, this link works for both the Work Session (6:00 p.m.) and Regular Meeting (7:00 p.m.).***

**Join Zoom Webinar: <https://us06web.zoom.us/j/82939518103>**  
**Call into Webinar: 253-215-8782 | Webinar ID: 829 3951 8103**

The City Council is providing opportunities for public comment by submitting a written comment or by attending in person to provide oral public comment.

### **HOW TO PARTICIPATE WITH ORAL COMMENTS:**

If you are attending the meeting in person, there is a sign-in sheet located near the entrance to the Council Chambers. Simply fill the form out and the Mayor will call your name at the appropriate time. Oral comments are limited to 3:00 minutes per speaker. Oral comments are not being accepted via Zoom.

The meeting is being recorded.

### **HOW TO SUBMIT WRITTEN COMMENTS:**

Written comments will be submitted to the Council if received by 5:00 p.m. on the date of the meeting; otherwise, they will be provided to the City Council the next day. The City Clerk will read your name and subject matter into the record during Public Comments.

As allowed by law, the Council may add and take action on items not listed on the agenda. For up-to-date information on agendas, please visit the City's website at [www.cityoflfp.gov](http://www.cityoflfp.gov)

Meetings are shown on the city's website and on Comcast channel 21 for subscribers within the Lake Forest Park city limits.

## **AGENDA**

1. **CALL TO ORDER: 7:00 PM**
2. **PLEDGE OF ALLEGIANCE**
3. **ADOPTION OF AGENDA**
4. **PUBLIC COMMENTS**

*The Council will not be accepting online public comments. This portion of the agenda is set aside for the public to address the Council on agenda items or any other topic the Council might have purview or control over. If the comments are of a nature that the Council does not have influence or control over, then the Mayor may request the speaker suspend their comments. The Council may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.***

5. **PROCLAMATIONS**

A. Juneteenth 2024.

6. **PRESENTATIONS**

A. Request for funding from the Shoreline Historical Museum

B. Schematic Design Report of the Phase 1 Lakefront Improvements

7. **PUBLIC HEARINGS**

A. Public Hearing on Ordinance 24-1292/Adoption of 2021 International Building Code, other construction related codes, and the International Fire Code with amendments.

- Staff presentation

- Questions from Council

- Open the public hearing for comments (3 minutes per speaker)

- Staff address questions that may have been presented during public comments and from Council.

8. **CONSENT CALENDAR**

*The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Calendar in its normal sequence on the agenda.*

A. May 16, 2024 Budget & Finance Committee Meeting Minutes

B. May 20, 2024 Committee of the Whole Meeting Notes



C. May 23, 2024 City Council Regular Meeting Minutes

D. City Expenditures for the Period Ending June 13, 2024

## **9. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL**

A. Resolution 24-1955/Authorizing the Mayor to execute an amendment to and extension of the Verra Mobility Professional Services Agreement

B. Ordinance 24-1290/Amending Chapter 10.06 of the Lake Forest Park Municipal Code, Related to Automated Traffic Safety Cameras

## **10. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION**

A. Resolution 24-1956/Adopting a Purchasing and Acquisition Policy

B. Ordinance 24-1294/Amending the 2023-2024 Budget

C. Ordinance 24-1295/Amending Chapter 18.52 of the Lake Forest Park Municipal Code, Signage, to bring the Sign Code into compliance with recent legal decisions

## **11. ORDINANCES AND RESOLUTIONS FOR ACTION**

A. Ordinance 24-1291/Adopting a new Chapter 3.95, Acceptance of Donations, in the Lake Forest Park Municipal Code

## **12. COUNCIL DISCUSSION AND ACTION**

A. Acceptance of the Lake Forest Park Climate Action Plan

## **13. OTHER BUSINESS**

## **14. COUNCIL COMMITTEE REPORTS**

A. Councilmember Reports

B. Mayor's Report

C. City Administrator's Report

## **15. EXECUTIVE SESSION**

A. Executive Session - Potential Litigation, per RCW 42.30.110(1)(i)

## **16. ADJOURN**

## **FUTURE SCHEDULE**

- Thursday, June 20, 2024 City Council Budget & Finance Committee Meeting 6 p.m. – *hybrid meeting (City Hall and Zoom)*

- Wednesday, June 19, 2024 Juneteenth – *City Offices Closed*

- Monday, June 24, 2024 City Council Committee of the Whole Meeting 6 p.m. – *hybrid meeting (City Hall and Zoom)*

- Thursday, June 27, 2024 City Council Regular Meeting 7 p.m. – *hybrid meeting (City Hall and Zoom)*

*As allowed by law, the Council may add and take action on items not listed on the agenda.*

*Any person requiring a disability accommodation should contact city hall at 206-368-5440 by 4:00 p.m. on the day of the meeting for more information.*



## PROCLAMATION

**WHEREAS**, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

**WHEREAS**, the end of the Civil War began with the surrender of General Lee at Appomattox Court House on April 9, 1865 and ended with the final terms of surrender of the last Confederate General on June 2, 1865; and

**WHEREAS**, this news reached Texas when Union Major-General Gordon Granger arrived in Galveston Bay with his troops. It was on June 19, 1865, that he announced: “the people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free”; and

**WHEREAS**, celebration of the end of slavery reaching the furthest Union state, which became known as Juneteenth, is one of the oldest public celebrations of the end of slavery in the United States; and

**WHEREAS**, Juneteenth celebrations spread across many southern states and more with the movement of freed Texas slaves as they exercised their newfound freedoms in search of family and new lives; and

**WHEREAS**, the first Juneteenth celebrations brought friends and families together, often on emancipated land, the first to be owned by former enslaved people, and included inspirational speakers, reading of the Emancipation Proclamation of 1863, food and stories from former enslaved people; and

**WHEREAS**, Juneteenth commemorates the complete emancipation of Confederate slaves and June 19<sup>th</sup> was declared Emancipation Day in Texas in 1980; and

**WHEREAS**, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of America.

**NOW, THEREFORE**, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim June 19 as a day to celebrate Juneteenth 2024 in the City of Lake Forest Park.

Signed this 13<sup>th</sup> day of June, 2024.

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Tom French, Mayor



Dear Mayor French and Councilmembers,

I am writing to you today as an advocate for the preservation of history and community building that spans our northwestern corner of King County. Since 1976, the Shoreline Historical Museum has been the focal point of these preservation efforts and over the decades, it has grown into what you see today.

Today, we serve as a repository for the historic and contemporary documents that track our communities' growth, including the formation of Lake Forest Park. We protect the objects that tell innumerable stories about the people that live here.

We develop programming that highlights elements of our past and challenges our perceptions of the present. Our programs at the LFP Library Branch and walking tours of Duwamish sites by Lyons Creek demonstrate the enthusiasm the Lake Forest Park Community has for this kind of work.

In a survey we conducted over the course of 2023, we had the highest number of respondents (22%) from the 98155 zip code, an important indication of the number of people from Lake Forest Park that engage with the Museum. This is no more evident than through the people from Lake Forest Park that are a driving force in the Miyawaki Urban Forest History Project. Our Planting Day in December of 2023 even included Mayor Tom French and Councilmember Tracy Furutani, among others.

For our community Museum to continue and thrive, we seek additional forms of revenue to secure our future. This year as you review the upcoming budget, we respectfully ask that you consider allocating funds to the Shoreline Historical Museum. As evidenced by the long standing contract we have with the City of Shoreline, the funds we receive ensure that we develop exhibits, programs, and community events that benefit all.

Over the past several years, the City of Shoreline allocates .04% of their budget to support the Museum which comes to \$60,000 annually. I would urge this council and Mayor French consider a proportionate amount to the City of Lake Forest Park's budget.

The financial support that we might gain from this relationship and clear ways that the Museum can be more specifically involved with the City of Lake Forest Park would provide long-lasting, sustainable support for all communities.

Thank you very much for your consideration,

Kenneth Doult  
Executive Director



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 13, 2024
Originating Department	Community Development Director
Contact Person	Cory Roche, Environmental & Sustainability Specialist Mark Hofman, Community Development Director
Title	Schematic Design Report of the Phase 1 Lakefront Improvements

Legislative History

- Prior Related Action – adoption of Resolution 1757, December 12, 2019 (MOU with Forterra); adoption of Resolution 1816, November 4, 2021(interfund loan for purchase); and adoption of Resolution1820, November 4, 2021(purchase and sale agreement with Forterra)
- First Presentation – August 11, 2022, City Council Work Session CIP Discussion
- Second Presentation – November 17, 2022, City Council Special Meeting Budget Approval
- Third Presentation – June 22, 2023, Authorizing the Mayor to Sign the Consultant Services Agreement with DCG-Watershed for the Lakefront Improvements, Design, Engineering, Environmental Review, and Permitting Project
- Fourth Presentation – November 9, 2023, Authorizing the Mayor to Sign Amendment No. 1 to the Professional Services Agreement with DCG-Watershed for Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project
- Fifth Presentation – March 28, 2024, Adopting the Lakefront Park Preferred Concept Design Plan
- Sixth Presentation – June 13, 2024 – Schematic Design Report of the Phase 1 Lakefront Improvements

Attachments:

1. Schematic Design Report of the Phase 1 Lakefront Improvements
2. Resolution No. 23-1947: Adopting the Lakefront Park Preferred Concept Design Plan

3. Resolution No. 23-1931: Authorizing the Mayor to Sign Amendment No. 1 to the Professional Services Agreement with DCG-Watershed for Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project
4. Resolution No. 23-1902: Authorizing the Mayor to Sign an Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental, and Permitting Project
5. Resolution 1757/Authorizing the Mayor to Execute the Memorandum of Agreement for the Acquisition of Property with Forterra NW for the Purchase of Property for Park Purposes
6. Resolution 1816/Authorizing an interfund loan from the sewer capital fund to the strategic opportunity fund
7. Resolution 1820/Authorizing the Purchase and Sale Agreement between the City and Forterra NW for the City's Purchase of two Lake Front Parcels for Park Purposes

## Executive Summary

In July 2023, the City of Lake Forest Park retained Facet NW (formerly DCG/Watershed) and its teaming partners—Johnston Architects, Transportation Solutions, Inc.; ASM Cultural Resource Consultants; APS Survey and Mapping; DCW Cost Management; Elcon Electrical Engineering; and, HWA GeoSciences—referred to collectively as “the design team,” in the multidisciplinary effort to develop a public lakefront from predesign through concept design, design development, construction documentation and permitting, and construction administration.

The project, known formally as “Lakefront Improvements Design, Engineering, Environmental, and Permitting,” encompasses three lakefront parcels in Lake Forest Park, including two former residential properties at 17345 and 17347 Beach Dr. NE (parcels 4030100035, 0040) and an existing public preserve called Lyon Creek Waterfront Preserve. The project is intended to improve public waterfront access by providing a place for passive recreation and gathering activities.

This document summarizes the schematic design concept for park improvements. The schematic design concept represents the product of the first phase of a multi-phase effort. Efforts completed in phase one include:

- Site assessment and analysis of existing conditions
- Robust community outreach and engagement process
- Iterative design co-creation process with community members and stakeholders
- Interpretive planning process with community members, stakeholders, and city staff
- Design process and feasibility assessment

## Background

### Active Park Elements and Master Planning Process/PROS-T Plan

The City Council has discussed the need to provide active recreation and public access (non-motorized) to Lake Washington in future property acquisitions. The purchase of the Lakefront lots

facilitates these goals and offers indoor and outdoor community gathering areas. Following the acquisition, in April 2023, City staff solicited consultant proposals for design, engineering, environmental review, and permitting for improvements at the future lakefront park property that the City purchased in November 2021, located at 17345 and 17347 Beach Dr. SE (Lakefront park lots). The consultant, DCG-Watershed, was selected after a thorough Request for Qualification (RFQ) process that included a 5-member panel scoring, interviewing the candidates, and checking qualified references.

**Staff Recommendation**

Accept the Schematic Design Report of the future Lakefront Park Property to close out Phase 1 of the project.





# Lake Forest Park Lakefront Improvements

SCHEMATIC DESIGN



Project website with virtual site tour can  
be found online at: [lflakefrontpark.com](http://lflakefrontpark.com)



*Prepared for:*

## City of Lake Forest Park

Client contact:

Cory Roche

[croche@cityofflp.gov](mailto:croche@cityofflp.gov)

*Prepared by:*



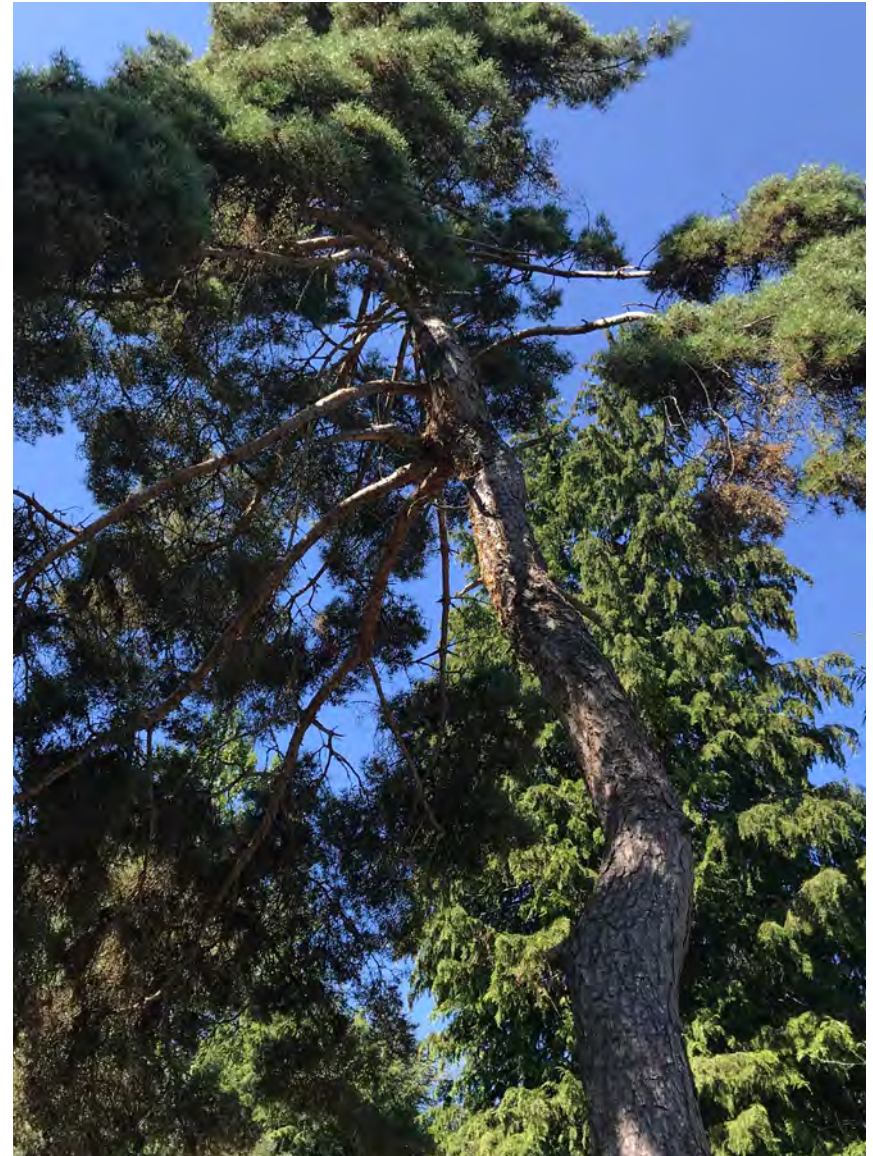
[FacetNW.com](http://FacetNW.com)

Project No. 2303.0384.00

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## Introduction & Purpose

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- Interpretive planning process with community members, stakeholders, and city staff
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Deliverables and documentation produced throughout project phase one can be found on the project website at <https://lfplakefrontpark.com/background/#project-documents>.









# Schematic Design

## DESIGN RATIONALE AND NARRATIVE

The city requested a park design that was guided by the community's needs and vision while also addressing key constraints and criteria. Specifically, the design should satisfy grant requirements and obligations and should be feasible from a regulatory standpoint.

Several themes emerged from the community engagement effort that served as guiding tenants of the design effort:

- Be respectful of the natural habitat and features of the site, particularly Lyon Creek.
- As feasible, preserve and enhance existing features, both natural and manmade, that represent the historical narrative of Lake Forest Park.
- Consider the current and future responsibilities of Lake Forest Park, such as to the whole community, neighbors to the site, grant funders, and taxpayers.

The resulting design incorporates both new and preserved existing features. Restoration of the shoreline, onsite wetlands, and terrestrial and riparian habitats is a primary objective. The design aims to reinforce the preserve designation around Lyon Creek by providing more distance between the creek and human activities. Opportunities for visual engagement with the preserve and creek are expanded, while additional layers of protection are added to discourage encroachment into the sensitive inner areas of the preserve.

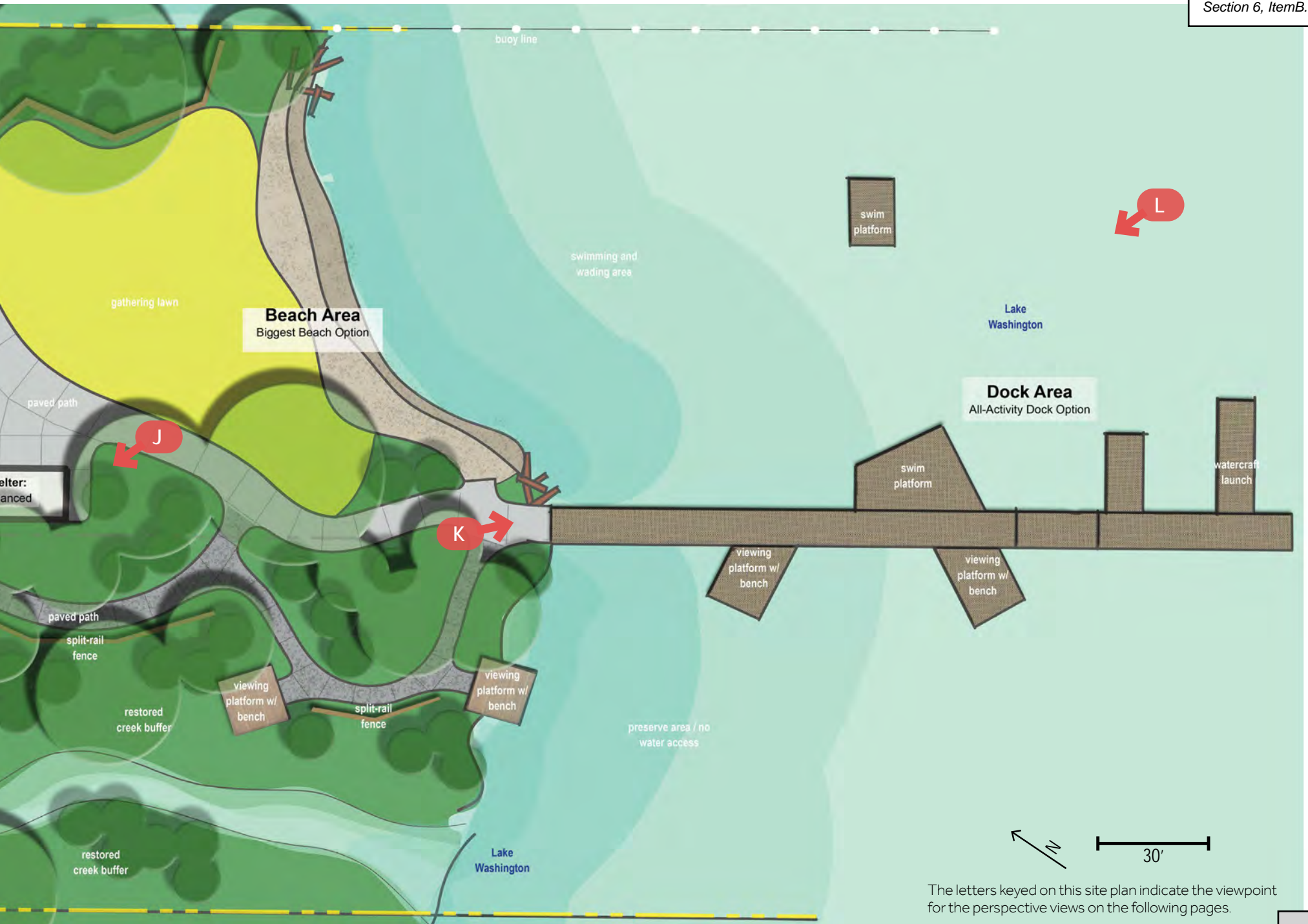


# SITE PLAN

Section 6, Item B.









## DESIGN VISION

Visitors to the lakefront park are anticipated to arrive by many modes, including car, transit, walking, biking, and paddling. New automated entry gates define the park boundary along Beach Drive NE. A new sidewalk and improved right-of-way connect the new park entrance to existing transportation facilities at the intersection of SR 522 and Ballinger Way. Potential future improvements, such as intersection configuration, signal timing changes, and the addition of bus rapid transit on SR 522 can further benefit park visitors and neighbors.

The new paved sidewalk transitions into the park's interior network of accessible paths and trails. The primary entrance is pedestrian in scale and is designed to frame views of park amenities and assets and to highlight the integrated nature of the renovated buildings. A central walking path connects the park entrance to the waterfront with a meandering stroll.

The vehicle entrance off Beach Drive NE is designed for efficient loading and unloading to support the park's water-based recreational uses. A staging area located next to the one-way driveway provides an automated air pump station, kayak and bike racks, and other amenities intended to discourage congestion at the main entrance. Standard and accessible parking spaces are provided; and signage designates load/unload and restricted spaces to discourage long-term parking and parking by offsite users.



New sidewalk and improvements to Beach Drive.

Visitors are greeted by renovated façades of the historical structures of the main house and cabin, now key features of the park's identity. A new bathhouse, constructed in the footprint of the old garage building, features four family-style restrooms with integrated skylights for passive lighting.

From the park's central walking path, spur trails allow visitors to step into the waterfront preserve. Seating nooks provide space for quiet reflection, picnicking, and wildlife watching under mature canopy and within sight and sound distance of Lyon Creek. Access to the interior of the preserve and the south shore of the creek is reduced and replaced with increased opportunities for small group and solitary experiences while limiting impacts the creek's sensitive buffer. The

footbridge that crossed Lyon Creek is relocated to provide an elevated walkway across the active floodplain. The footbridge now connects the central path to the existing overlook platform, where visitors can enjoy the viewing portal that reveals the creek below.

On each side of the main house, park visitors are greeted by an inclined boardwalk that invites viewers around the renovated structure onto the gathering deck that provides an elevated perspective and clear view of the water. On the deck, visitors can connect with friends, picnic, read, or lounge quietly under the mature shade canopy while enjoying the view of Lake Washington. The gathering deck is designed to be flexible and spacious to accommodate community programming, such as yoga in the park, scout meetings, and other activities.

Stepping down from the main deck, visitors come to a nature-inspired playground with accessible features, situated between two mature existing trees. The playground is designed to be engaged in-the-round, allowing for families on the deck, the lawn, and the picnic shelter to enjoy the playground in proximity to group activities. An accessible path encircles the shaded playground and provides connections to the entrance, restrooms, picnic shelter, preserve, and beachfront.

A new picnic shelter is located close to the beachfront within the footprint of a derelict former cabin. The shelter provides a covered space for the community to use as it needs. Its open-air design provides 360° views of the lake, the preserve, and natural scenery. Seating in and around the shelter serves small and large groups looking to gather, eat, play, and relax near the water.

The lawn provides flexible open space along an expansive beach. The preserved lawn is nestled into the park with new and existing vegetation. Native planting along the north park boundary provides screening from adjacent residential uses. Native shoreline plants dot the beach and frame the approach to the dock.







The central path provides an accessible connection to the new multi-function dock. The wide dock accommodates two-way movement, discouraging conflicts between walkers, those portaging a kayak, and swimmers making their way to be integrated swim platform. Seating nooks on the south side of the dock provide seating spaces for wildlife viewing and gazing out over the water. From the seating nooks, visitors can view the mouth of Lyon Creek to see shorebirds, wildlife, and seasonal salmon runs and to enjoy the new and mature overhanging vegetation shading the creek and estuary. An accessible paddle craft launch at the end of the dock provides public water access to Lake Washington. The dock and shoreline represent a new node on the paddling trail that connects numerous destinations around the lake.

Two renovated structures provide critical infrastructure to support park operations and activities, but public access will be controlled. The main house, a visual focal point of the park, will be renovated to provide a fully accessible flexible activity space. In the interior, the second floor is removed to reveal an open floor plan and vaulted ceiling. New windows provide a view of the park and waterfront. Doors along the south wall open to connect the interior with the gathering deck. An accessible, interior bathroom, small kitchen, and secure storage room provide necessary functional spaces to serve an array of programming options that the city and community might pursue.

One renovated cabin will remain near the park entrance and will be reprogrammed to provide a flexible space to serve the city's needs and operations. Potential uses could include additional meeting space or offices for city staff, such as park operations and groundskeeping, community policing, or other departments. The cabin is served by a small kitchenette and an interior restroom.



View from Lake Washington







PARK ENTRY FROM BEACH DRIVE





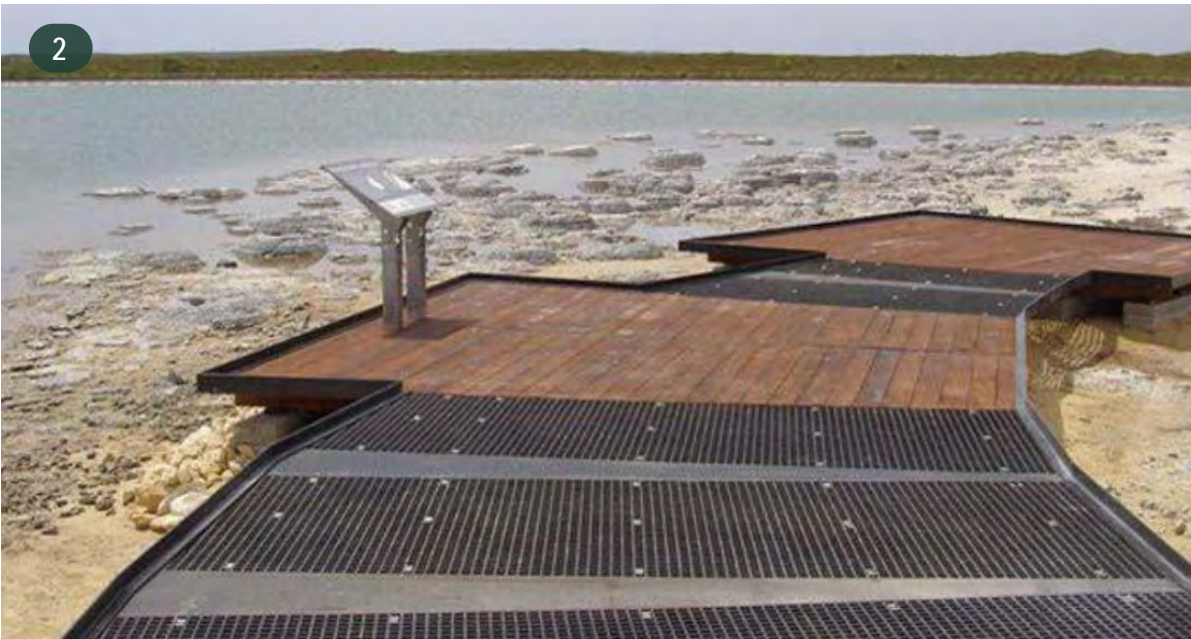


- 1 Park entry sign
- 2 Frontage fence and gate
- 3 Public art
- 4 Curb and gutter on Beach Dr





PEDESTRIAN ENTRANCE







1

Park entry walkway

3

Public art

2

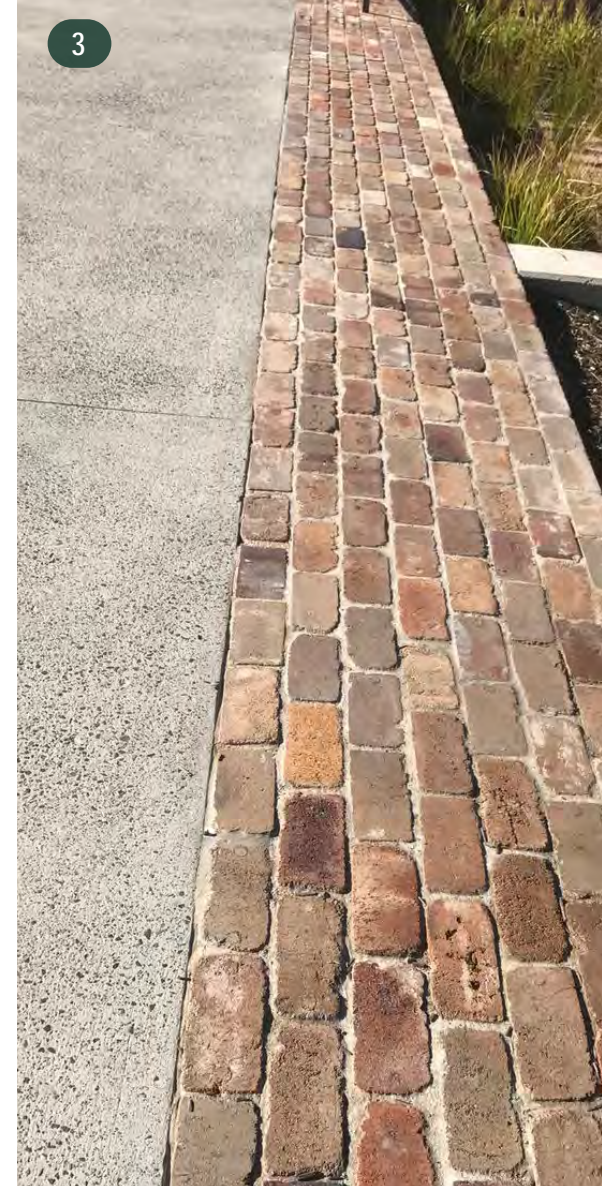
Lyon Creek overlook platform

4

Split rail fence



## STAGING AREA







1 Curb ramp

2 Seat wall

3 Paving with reclaimed brick edge

4 Bike racks

5 Kayak rack and pump station



## ENTRY PLAZA







1

Big House

3

Seat Wall

5

Ramp to front entrance

2

Bathhouse

4

Curb ramp



## BATHHOUSE AND PATH TO LYON CREEK







1 Bathhouse

2 Seat wall

3 Ramp to gathering deck

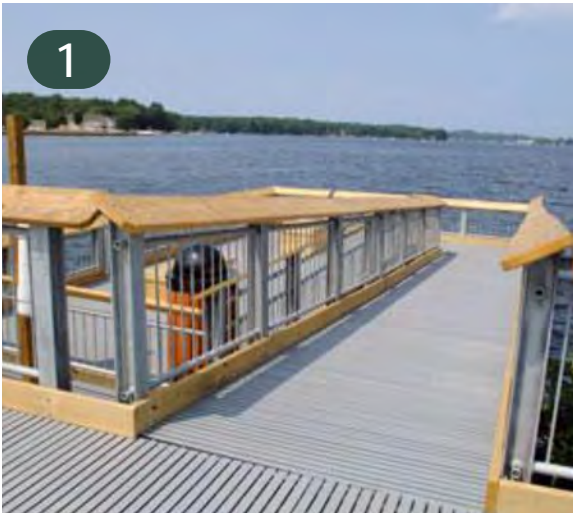
4 Path to preserve

5 Split rail fence





LYON CREEK VIEWING PLATFORM







1 Viewing platform

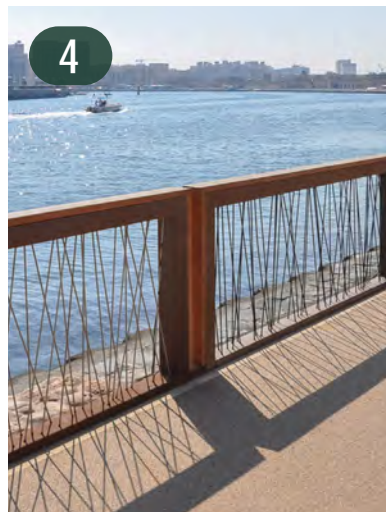
2 Railing

3 Lyon Creek viewing area

4 Lyon Creek



## GATHERING DECK AND PLAY AREA







1 Play structure

3 Log Stepper

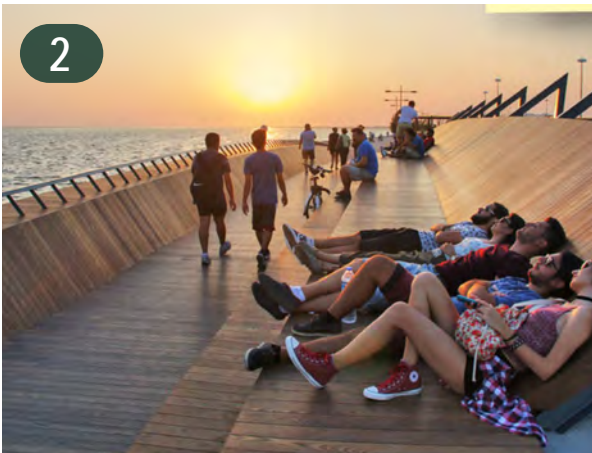
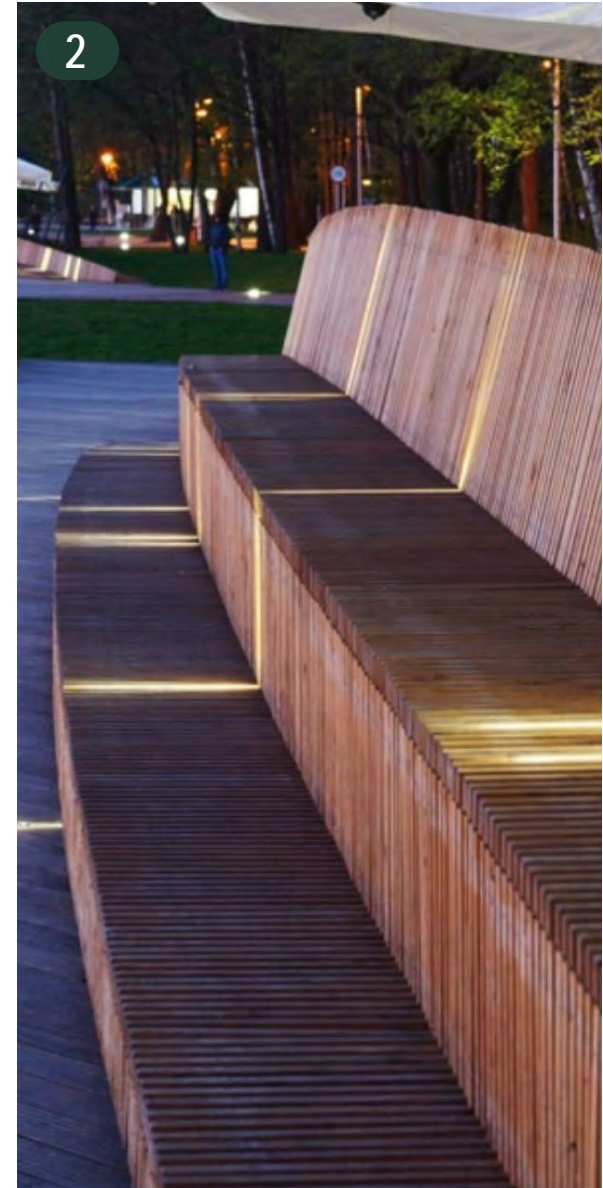
5 Gathering deck

2 Standing log play elements

4 Custom deck railing



## GATHERING DECK







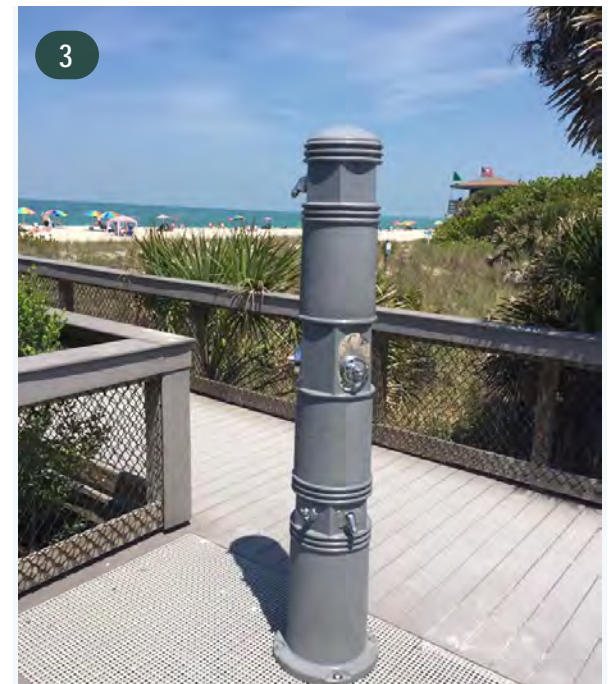
1 Reclaimed brick accent

3 Custom deck railing

2 Gathering deck



## PICNIC SHELTER







1 Picnic shelter

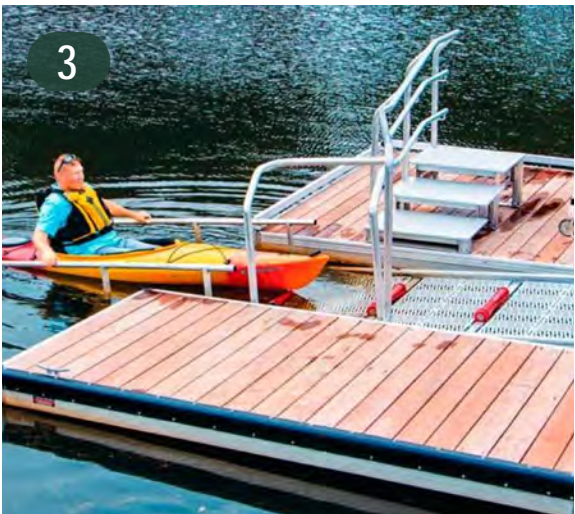
3 Outdoor shower

2 Commercial porch swing





MULTIUSE DOCK



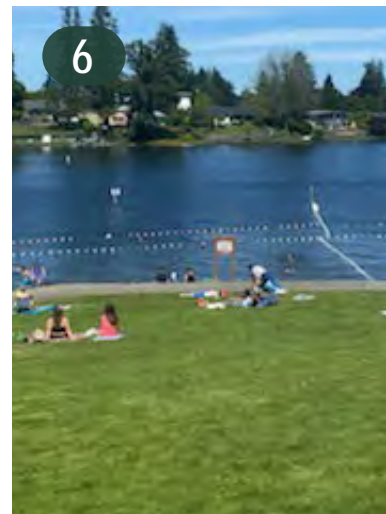




- 1 Viewing area with seating
- 2 Dock
- 3 Watercraft and accessible launch
- 4 Swim platform



## DOCK, WADING AREA, BEACH, AND LAWN







1 Multiuse dock

2 Swim platform

3 Lyon Creek viewing platform

4 Watercraft launch area

5 Beach

6 Multipurpose lawn

7 Picnic shelter

8 Play area







# Visitor Experience and Considerations

## ACCESSIBILITY

In the engagement process, city representatives and community members spoke in favor of increased accessibility, advocating for accessible options that aligned with the scope and scale of the project.

Site accessibility was discussed in two dimensions: access to the landscape and natural areas, and access to structures. In the schematic design, landscape accessibility is provided with consideration of the natural context and experience. Paths, trails, and thresholds are designed to be traversable by a range of users and abilities. Surfacing and amenities around the park entrance, central use areas, and dock are intended to be ADA-compliant, while trails and amenities in the preserve are allowed to be more natural. Generally, trails will be firm, stable, and slip resistant; however, some materials, such as crushed rock, may change with wear and weather. The play area and other site amenities are designed to be accessible to a wide range of ages and abilities, offering fully accessible sections as well as areas intended to engage children in different ways. The vision for park structures is to provide flexible spaces that can accommodate a range of programming as city and community needs are expected to change over time. For this reason, accessibility was viewed as essential to the value of function of park structures. In the structure assessment, due to cost and accessibility concerns, it was determined that the second floor of the main house structure could

not be reasonably maintained, and that, by removing the second floor, a more open space could accommodate a wider range of programming and a higher degree of accessibility.

## SAFETY

Crime Prevention Through Environmental Design (CPTED) is a framework for promoting safety of designed spaces through key design principles. The first generation of CPTED, established in 1972, examined a site's physical form and characteristics; the second generation of CPTED, established in 1997, expanded to encompass social dimensions. The second generation CPTED principles state that safe environments are created by strengthening social interactions in a community. Together, the eight principles composing the CPTED framework are: territoriality, natural surveillance, maintenance ("image and milieu"), access control, social cohesion, community culture, connectivity, and threshold capacity. The following section gives a brief definition and application of CPTED principles for the project site.





Table 1. CPTED Principles and Considerations

CPTED Principle	Site Specific Considerations
<b>Territoriality</b>	Territoriality is the idea that the community will protect what they feel is their territory as well as respect the territory of others. The principle of territoriality in design can be implemented by physical changes, such as to mark boundaries or signal a space is regularly monitored, or by engaging the community to encourage ownership and stewardship. The schematic design proposed clear signage at the park entry and clear delineation of boundaries. The robust community engagement effort and co-creation processes that preceded the schematic design reinforce the principle of territoriality by fostering a sense of ownership among community members and groups. Participation and empowerment in decision-making about the park's vision, program, and design helps the community envision the park as its own.
<b>Natural surveillance</b>	Natural surveillance is the idea that criminal activity or vandalism are deterred if the culprits can be seen. This principle is enacted by placing physical features, activities, and people in a way that maximizes visibility. The schematic design uses the site's natural aspect to frame views into and through the park. Amenity areas are located to maximize sightlines from the entrance, trails and paths, and other amenity spaces. Planting areas are configured to support long sightlines into and through the park. Circulation encourages eyes-on-the-park by meandering strategically to provide visual activation of park corners and amenity spaces.
<b>Maintenance ("image and milieu")</b>	The principle of maintenance relates to both territoriality and natural surveillance in that if an area is not maintained, and vegetation becomes overgrown, it is seen as a lack of care and tolerance for deterioration. The schematic design considers ongoing maintenance needs, frequency, and access, and is designed to facilitate a desired maintenance program. The design team will continue to engage with city maintenance staff for guidance on maintenance program and preferences.
<b>Access control</b>	The premise of access control is that criminal activity is discouraged when the entries and exits to an area are limited and highly visible. Access control is asserted through boundary fencing, signage, and physical features. The schematic design proposes boundary fencing on three of four edges to delineate the park's limits and limit access after-hours. At the main entrance, the park boundary is reinforced by Beach Drive NE. Proposed frontage fencing will feature automatic gates that operate to enforce park hours. The south edge of the park comprises the shoreline of Lake Washington. Since fencing is not feasible on the waterfront boundary, access control will be implemented through clear signage that is visible from the water.



<b>Social cohesion</b>	The principle of social cohesion is that if a local community is close-knit and united it can contribute to the safety of an area through implementing programs like neighborhood watch or other strategies to target specific problems. The robust engagement and a co-creation design processes implemented in the early design phases promote social cohesion by demonstrating alignment of community ideas and values while focusing on park-specific considerations and questions. Where feasible, through the design process and continuing after park opening, other opportunities can be implemented to foster social cohesion. This may include engaging the community in design exercises and decision-making, facilitating volunteer events, or establishing a park-focused social group, such as a “Friends of the Park” or similar community support organization.
<b>Community culture</b>	The principle of community culture is like social cohesion but focuses on long-term tending and reinforcement of community bonds. The idea is that a strong community culture will use the area more frequently, and that common use reinforces all other principles. The schematic design supports community culture by providing safe flexible spaces that inspire and invite a range of activities and events. Proposed facilities, both indoor and outdoor, are designed to be inclusive, accessible, and welcoming to serve a broad range of users and be suitable to a variety of community-based programming.
<b>Connectivity</b>	The principle of connectivity addresses the potential adverse effects of promoting social cohesion and community culture if an internal focus goes so far that it becomes exclusionary. The idea is to promote connectivity to surrounding neighborhoods both physically and socially. The schematic design leverages existing physical connections that are proximal to the park boundaries. New infrastructure on Beach Dr SE will provide a connection to transit, biking, and walking facilities. The new dock and waterfront amenities provide paddling access that connects the park to other neighborhoods and destinations on the lake.
<b>Threshold capacity</b>	Threshold capacity is the idea that a certain diversity of land uses is necessary in a community to promote positive social interactions and discourage undesirable activity. The proposed project benefits the threshold capacity of Lake Forest Park and its park system by changing the predominate site use from private single-family residential to passive public greenspace. Although the proposed design limits the areas where the public can access (due to the establishment of natural vegetation preservation areas), overall public benefit of the park property is increased. The proposed design adds to the diversity of land uses and recreational opportunities present within Lake Forest Park, and it addresses a longstanding need for community access to the lake within city limits.



## STAKEHOLDER IMPACT

A robust community outreach and engagement effort was conducted during the first phase of the project, featuring in-person and virtual outreach. To the extent feasible, efforts were made to meet the community on their own terms. The design team created a project-specific website where community members could learn about the project, view project documents, participate in surveys, and sign up for direct updates. The design team also created an engagement toolkit, including post cards, newsletter and social media ads, posters, fact sheets, and activities, that city staff and representatives could use for engagement at community events and with local organizations, such as the local parent/teacher association (PTA). A suggested schedule of outreach activities and messaging was provided to city staff and representatives as part of the project's stakeholder engagement plan. The following figures demonstrate the estimated reach of the outreach and engagement effort conducted from July 2023 to May 2024:

- More than 2,700 unique visitors to the project website (<https://lfplakefrontpark.com/>)
- Nearly 180 direct sign-ups to the project listserv
- Two postcard mailings to each unique address in the city limits, totaling roughly 9,500 postcards
- Two in-person community workshops with estimated attendance over 100 individuals per event
- Three project surveys yielding a total of 684 responses

- Tabling at numerous community events, including concerts, markets, parades, and other events
- Promotion in monthly eNews community newsletter
- Numerous social media posts from city-sponsored accounts

In addition to at-large engagement, direct engagement was conducted to key stakeholders who could be impacted by the project, specifically, neighbors living on Beach Drive NE and representatives of the Lake Forest Park Civic Club. Regular project updates were also provided to representatives of Tribal Nations with established rights, history, and connections to the project site.

Information shared by community members provided critical guidance that informed the park design. The design program, desired uses and facilities, and desired goals and outcomes are rooted in the



Parking Lot in the Rain

community feedback. The design process—referred to as community co-creation—was conducted iteratively, building on each layer of community engagement and feedback. The co-creation process is intended to create a place that reflects the community's unique needs, values, and priorities, while generating a high degree of ownership in the project both before and after implementation.

Effectiveness of the outreach process was demonstrated by high participation in engagement activities, however, it is possible that certain demographics were not sufficiently engaged. For example, where demographics were collected, results showed high response rates by homeowners, high-earning households (with annual incomes over \$100,000), older adults (aged 50 and above), and individuals who self-identify as non-Hispanic whites. Compared to the 2020 U.S. Census data profile for Lake Forest Park, these response rates suggest that several demographics were underrepresented in the

outreach process, including renters, low- and moderate-income households (with annual incomes below \$100,000), younger adults (age 19-30) and youth (under the age of 18), and individuals who self-identify as non-white.

As the project continues beyond schematic design, taking steps to proactively engage groups underrepresented in the early stages of design could help to build community ownership and increase project support. Actions that should be considered in the next phase of design include:

- Continue direct mailings to all addresses within the city
- Frame engagement messages to invite participation and empower individuals to share their ideas and feedback
- Consider direct outreach to underrepresented groups, such as to youth groups or schools



Picnic Shelter in the Rain



Beach and Lawn in the Rain



## PRELIMINARY ENGINEERING SUMMARY

Multilayered engineering will be required to transition the space from its current state into the public park envisioned in the schematic design. To the extent feasible and allowed, utility infrastructure will be reused, retrofitted, or upgraded to serve the new site use; however, it is anticipated that full replacement of utility connections may be required. Coordination with utility providers will occur early in the next stage of design.

Structural engineering of the new and adapted site structures will be required as the design advances. Due to the site's location on Lake Washington and the likelihood of former lakebed sediment underlying the upland areas, additional structural reinforcement may be necessary. Specifically, piling foundations may be required to provide adequate structural support.

Subsurface geotechnical investigations that will be conducted early in the next design stage will inform structural engineering needs and considerations. Based on the schematic design, five geotechnical boring are anticipated to provide sufficient subsurface data to allow for structural design of the dock, view platforms, and building foundations, and to allow for civil engineering design of pavements, drainage, and stormwater systems.

Shoreline construction of the dock and swimming platform requires specialized engineering by a marine/coastal engineer. The marine engineer will also contribute to plans for demolition of the existing docks and specifications for waterfront fixtures, such as the accessible kayak launch.



## SUSTAINABILITY STRATEGIES

Sustainability strategies employed in the proposed design are intended to reduce the resource consumption associated with the development and to reduce the operational cost of maintaining the park after project completion. Additional sustainability strategies that are proposed include:

- **Water conservation strategies.** Use of native plants and drought-tolerant species in newly landscaped and refurbished landscape areas will help to reduce water consumption. Further, a permanent water-sensing irrigation system with smart controller will help to ensure efficient water use for landscape irrigation. Rainwater from the main house will be collected in a cistern for potential reuse.
- **Energy conservation strategies.** Solar panels are proposed on the roof of the main house as a source of clean site-generated energy. Passive lighting strategies, such as with windows and skylights, are proposed for the bathhouse, main house, and cabin.
- **Material salvage and reuse.** Materials from existing structures, such as brick, wood paneling, and other architectural elements, will be salvaged for reuse either on-site within the design or for reuse elsewhere. Existing site vegetation will be relocated within the park to the greatest extent feasible to maintain larger plant material on-site. Trees that are removed will be kept on-site as mulch, habitat snags, and nurse logs within the beach, preserve, or planting areas.

The schematic design proposes a predominantly pedestrian-focused development. Parking at the park is proposed to be operationally limited, such as time limited or restricted to load and unload. Controlled parking along with the park's location off the Burke-Gilman Trail and on the future bus-rapid-transit line encourages local visitors to arrive by walking, biking, and transit.



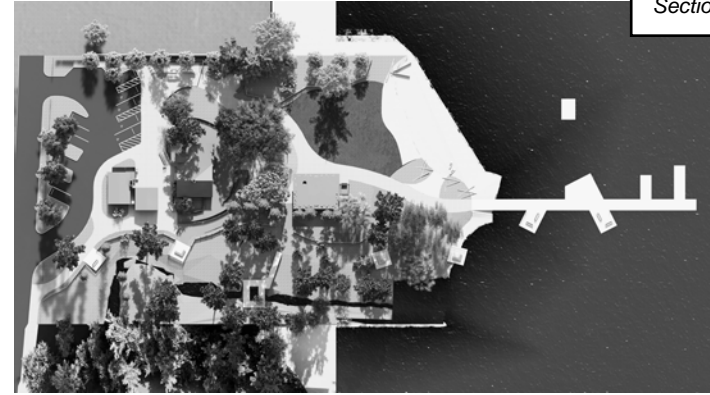


## SHADE STUDY

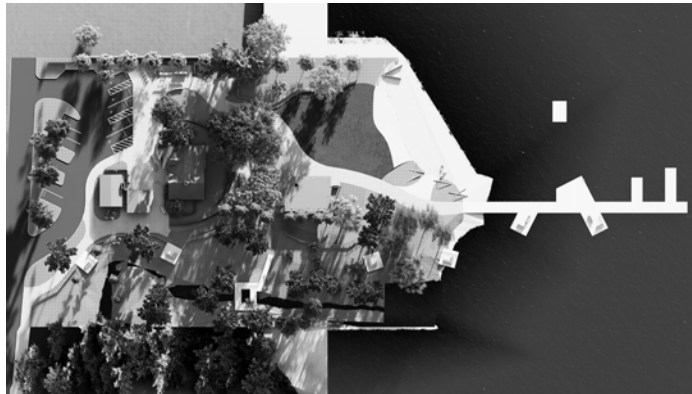
Section 6, Item B.



March 21, 2023 / 8:00 a.m.



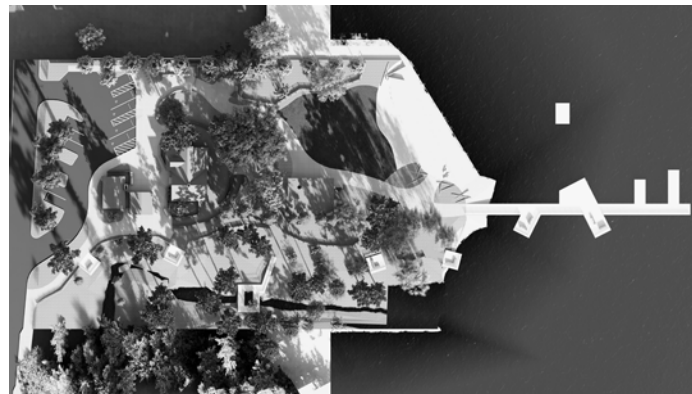
June 21, 2023 / 8:00 a.m.



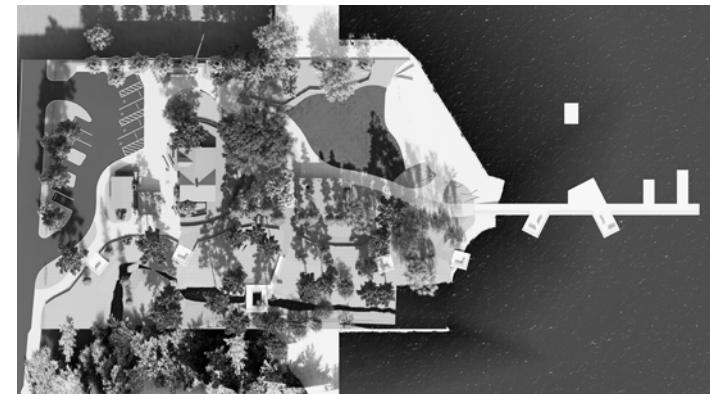
March 21, 2023 / 12:00 p.m.



June 21, 2023 / 12:00 p.m.



March 21, 2023 / 4:00 p.m.

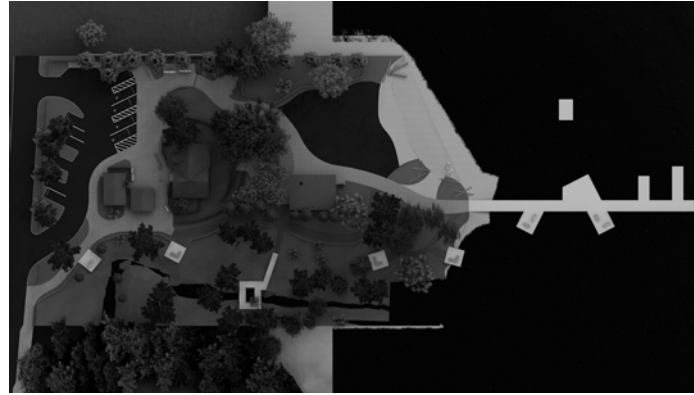


June 21, 2023 / 4:00 p.m.

Seasonal shade variations enhance visitor comfort, offering respite from the sun and creating inviting spaces. Working with these patterns reduces energy consumption, combats urban heat island, and preserves existing trees.



September 21, 2023 / **8:00 a.m.**



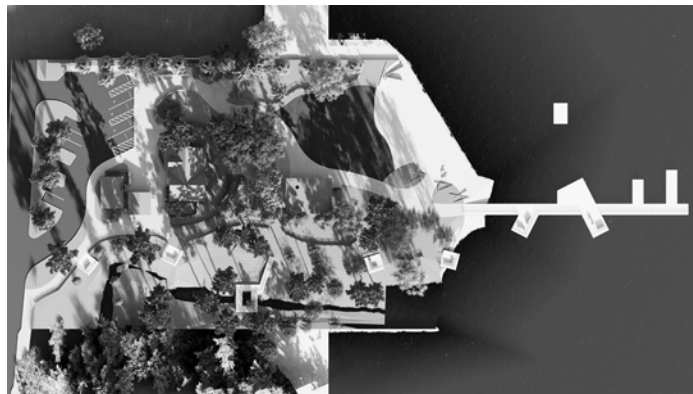
December 21, 2023 / **8:00 a.m.**



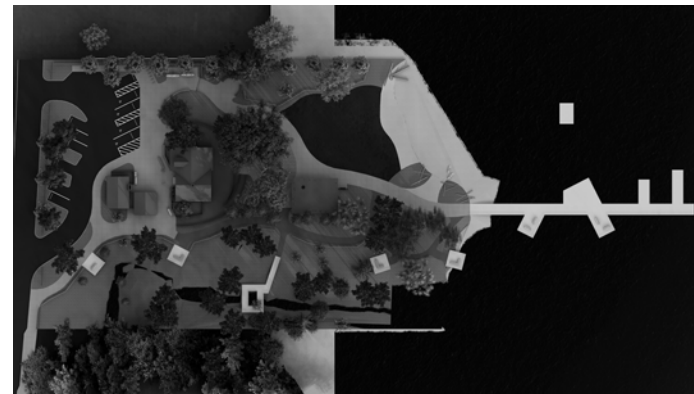
September 21, 2023 / **12:00 p.m.**



December 21, 2023 / **12:00 p.m.**



September 21, 2023 / **4:00 p.m.**



December 21, 2023 / **4:00 p.m.**



## SIGNAGE AND WAYFINDING

A curated program of signage and wayfinding will enhance the experience for park visitors. Directional signage, reinforced by visual cues, can point out connections to amenities and destinations while informing about travel conditions and distance. Interpretive signage can connect contemporary features and experiences to relevant themes and stories, such as local and regional history or environmental systems and concepts. Operational signage will be important for ensuring the safe and predictable operation of the park and its many features and amenities.

Specific signing themes will include:

- **Pedestrian signage**, including signs, markers, placards, and visual cues that inform, direct, and educate park visitors and are designed and installed at pedestrian scale
- **Vehicular signage**, including standard and custom signs, pavement markings, and vehicular control devices, designed to be visible and conspicuous for drivers
- **Interpretive signage**, such as waysides, exhibits, or creative elements that engage visitors beyond the apparent features of the site. Interpretive signage can be additive, such as standalone panels, or it can be integrated into the site experience, such as integrated into site design and construction. Interpretive signage should be multi-format and should inspire deeper thinking or action. For example, an interpretive scavenger hunt integrated throughout the park encourages movement, play, and education.

In the engagement process, city representatives and community members discussed the importance of connection to and recognition of the Indigenous and pre-colonial history of the site, including original place names and original inhabitants' stories. Early consultation with Tribal Nations and Tribal representatives is critical to ensure that discussion or inclusion of Indigenous names and stories is appropriate and respectful. Ideas for incorporating Indigenous history and original names into the contemporary park landscape could include:

- Dual language signage featuring Lushootseed, such as telling the site's history or educating about plants and animals
- Celebrating and elevating original Indigenous names of existing features and entities, such as Lyon Creek and Lake Washington
- Naming of new park features, such as buildings, trails, or other elements
- Incorporating works by Indigenous artists





### PUBLIC ART INTEGRATION

The schematic design concept provides numerous opportunities for public art integration. Site-specific integrated artworks, such as mural, mosaic, inscription, or other custom ornamentation could be incorporated into fences, railings, walls, pavements, and/or site furnishings. The design provides opportunities for both indoor and outdoor artwork that could be permanent or rotating. Outdoor artwork should be located for appropriate visibility and fabricated to be resilient to weather and installation in a public space. Wood, metal, or concrete artworks would be well suited for this application. Indoor artworks, such as paintings, photography, or sculpture, could be featured in interior spaces of the renovated main house and cabin.









# Implementation Summary

## COST ESTIMATE

A detailed cost estimate was produced by an outside cost estimation consultant based on schematic design concepts, diagrams, and narratives. From this information, the estimator developed a detailed estimate of construction costs that were then escalated to using industry standard averages for construction markup, inflation, and owner costs. Owner costs include essential services and fees that are necessary for project design and implementation, including:

- **Jurisdictional cost and permits.** This includes fees paid to permitting consultants who develop and submit permits and permit fees paid to regulatory agencies
- **Architecture and engineering (A&E) fees.** A&E fees are costs paid for project design and engineering, such as for architecture, landscape architecture, and civil, structural, and MEP (mechanical/engineering/plumbing) engineering. A&E fees also include project dependent design needs such as interior design, acoustics, lighting design, graphics/wayfinding, food service design, security systems design, etc.
- **Other consultants.** This includes other services that may be essential for the project but are not included under A&E fees, such as traffic engineering, sustainability consultants (such as LEED), environmental consultants (such as arborist or wetland consultants), geotechnical engineering, water quality consultants, etc.

- **Special inspections and commissioning.** This includes specialized services before, during, and after construction, such as cultural resource inspecting and monitoring and hazardous materials inspections and monitoring.

A breakdown of owner cost percentages is provided in the “Basis of Design” section of the cost estimate report. The full schematic-level cost estimate, or “anticipated project cost,” for specific improvements is noted in the table below. The complete detailed cost estimate report is provided in the appendix.





Table 2. Summary Schematic Cost Estimate

Proposed Site Improvement	Est. Construction Cost (with Construction Markup + Escalation)	Anticipated Total Project Cost (with Owner Costs)
Site Preparation	\$1,198,660	\$1,728,468
<b>Site Improvements</b>		
• Right-of-Way Improvements	\$142,131	\$204,953
• Parking & Entry Area	\$359,812	\$518,849
• Preserve Area	\$1,018,432	\$1,468,579
• Staging & Play Areas	\$508,560	\$733,344
• Beach Areas	\$198,432	\$286,139
• Dock	\$1,849,670	\$2,667,224
• Swimming Platform	\$138,291	\$199,416
• Gathering Deck	\$380,362	\$548,482
• Landscape	\$118,770	\$171,266
<b>Structure Improvements</b>		
• Main House Renovations	\$833,295	\$1,201,611
• New Bathhouse	\$511,355	\$737,374
• Cabin Renovations	\$464,435	\$669,715
• New Picnic Shelter	\$450,955	\$650,277
Site Mechanical Utilities	\$924,463	\$1,333,076
Site Electrical Utilities	\$273,329	\$394,140
<b>Anticipated Subtotal Project Cost</b>	<b>\$9,370,952</b>	<b>\$13,512,913</b>
<b>Add Service:</b> Additional structural reinforcement (e.g., piling foundations), if required	\$813,479	\$1,173,037
<b>Potential Total Project Cost with Add Service</b>	<b>\$10,184,431</b>	<b>\$14,685,950</b>

## ENVIRONMENTAL IMPACT

Because of the extent of regulatory encumbrance affecting the project site, impacts within regulated areas and buffers are unavoidable. The local critical areas process requires sequencing to first avoid and minimize environmental impacts, before allowing for mitigation. The project will be required to demonstrate no net loss of shoreline and critical area ecological functions, and the goal of the project will be to achieve a net gain of ecological function, such as through enhancement and restoration activities.

Specific impacts that are proposed by the schematic design include: new and replaced pavements, select tree removal, ground disturbance, and new construction. Enhancement and restoration measures that are proposed by the schematic design include: structure removal, soil restoration, invasive plant removal, native planting, tree planting, dock consolidation, and wetland, shoreline, and buffer restoration.

Guiding tenants of the project that will continue to inform the design as it moves forward include:

- Preserving mature trees and healthy native vegetation
- Providing an enhanced creek corridor, including reducing human intrusion into the inner creek buffer and relocating the dock away from the creek's mouth
- Planting native trees
- Using strategies, such as fencing, circulation, and dense planting, to control access and intrusion into sensitive areas





## PERMIT PATHWAY

Implementation of the proposed design will require permitting at the local, state, and federal levels. In addition to the typical local permits that a development project requires, such as building and right-of-way permits, local permitting will be required for work occurring within and close to regulated critical areas, such as Lyon Creek and the three wetlands located wholly or partially within the park boundary. Compliance with the State Environmental Policy Act (SEPA) will also be required. In addition, certain permits, such as for new or replaced utility connections, may be coordinated through utility providers.

In-water work, including dock removal and new dock construction, requires coordination with both state and federal agencies; Washington Department of Fish and Wildlife (WDFW), Washington Department of Ecology (Ecology), and the U.S. Army Corps of Engineers (USACE). The potential use of federal funding for park completion will trigger review under the National Environmental Policy Act (NEPA).

A summary of anticipated permitting is provided to the right.

## PHASING PLAN

Many considerations, such as permitting schedules and delays, seasonal fluctuation in construction bidding and pricing, regulatory work windows, and funding availability, can influence construction timelines. A phased approach to project construction can help to keep the project moving forward while contending with expected factors and unexpected circumstances. Although phasing may be necessary, in some cases, phasing can increase the overall project cost, since work may be scheduled out farther (allowing for higher

Table 3. Permit Summary

Regulatory Agency	Expected Permit
Local / City of Lake Forest Park	<ul style="list-style-type: none"> <li>• Zoning Conditional Land Use Permit (CUP)</li> <li>• Shoreline CUP</li> <li>• Public Agency and Utility Exemption (PAUE)</li> <li>• SEPA</li> <li>• Tree Permit</li> <li>• Critical Areas Work Permit</li> <li>• Building/Grading Permit</li> </ul>
State	<ul style="list-style-type: none"> <li>• Ecology - Section 401 Water Quality Certification</li> <li>• WDFW – Hydraulic Project Approval (HPA)</li> </ul>
Federal	<ul style="list-style-type: none"> <li>• US Army Corps of Engineers - Section 404 Permit</li> <li>• NEPA</li> </ul>

price escalation) or duplication of effort may be required (such as contractor mobilization).

While a project can be phased in numerous configurations, the following table lays out one potential scenario for phasing project construction based on the current understanding of factors affecting the project.

Table 4. Schematic-level Phasing Plan

Phase	Task	Est. Start	Est. End	Est. Construction Cost
<b>1<sup>1</sup></b>	Hazardous materials abatement	8/1/2024 <sup>2</sup>	11/30/2024	\$165,000
	Selective structure deconstruction and salvage			
	Site security, fencing installation			
<b>2<sup>3</sup></b>	Demolition of eastern dock	7/1/2025 <sup>4</sup>	2/29/2025	\$192,131
	Right-of-way improvements <sup>5</sup>			
<b>3</b>	Site preparation and demolition	3/1/2025	11/30/2025	\$7,744,339
	Site utilities			
	Parking and entry area improvements			
	Site development (amenities)			
	Site improvements (structures and structure renovations)			
	Landscape			
<b>4<sup>6</sup></b>	Demolition of western dock	12/1/2026	2/29/2026	\$2,082,961
	New swimming buoy line			
	New swim platform			
	New dock construction			
<b>Phasing Summary</b>		<b>8/1/2024</b>	<b>2/29/2026</b>	<b>\$10,184,431</b>

<sup>1</sup> Phase coincides with funding available for initial demolition work

<sup>2</sup> Date represents expiration of current grant funding to support structure demolition

<sup>3</sup> Phase aligns with anticipated issuance of water-related work permits and captures in-water work windows in July 2025 and winter 2025/2026

<sup>4</sup> Date coincides with anticipated availability of RCO funding, if awarded

<sup>5</sup> Timing of right-of-way work to coincide with adjacent project (sewer lift station improvements)

<sup>6</sup> Phase captures in-water work window for winter 2026/2027



## MAINTENANCE AND OPERATIONS OUTLOOK AND RECOMMENDATIONS

The operation of the new park will represent an increase in the operations and maintenance obligations of the city. A table of expected maintenance tasks is provided below with an estimate of

task duration and frequency in order to generate a manhour estimate of what the new park will require. Based on the table below, it is anticipated that the new park may require an additional 1,944.50 labor hours or roughly 0.93 FTE (full time equivalent) staffing.

*Table 5. Schematic-level Maintenance Summary*

Expected Maintenance Activity	Est. Duration	Est. Frequency per Year	Est. Annual Manhours
Daily gate opening and closing, presumes timed automatic gates	0	0	0
Daily bathhouse opening and closing, presumes timed automatic door locks	0	0	0
Daily safety patrol, presumes visual patrol from city vehicle	0.5	365	182.5
Seasonal vegetation maintenance (i.e., visual inspection, weeding, pruning, raking, disposal)	24	4	96
Weekly turf mowing	1	18	18
Seasonal pavement maintenance (i.e., sweeping, pressure washing)	8	4	32
Weekly refuse services and cleaning, includes bathhouse, interior restrooms, empty trash receptacles, sitewide litter pickup	16	52	832
Annual building maintenance (i.e., window washing, carpet cleaning)	16	1	16
Monthly rental space administration	4	12	48
Seasonal site monitor or lifeguard, assumes peak season only	40	18	720
Total Annual Manhour Estimate			1,944.5 (0.93 FTE)



## APPENDICES





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# Lake Forest Park Lakefront Improvement Project



# Lake Forest Park Lakefront Improvement Project

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Lake Forest Park  
Lakefront Improvement Project

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Site Development	7
Alternates	18



Lake Forest Park  
Lakefront Improvement Project

Overall Summary			
	SF	\$/SF	TOTAL
Site Preparation	91,195	13.14	1,198,660
Site Improvements			
ROW	4,050	35.09	142,131
Parking & Entry Area	12,745	28.23	359,812
Preserve Area	35,325	28.83	1,018,432
Staging & Play Area	14,455	35.18	508,560
Beach Area	12,900	15.38	198,432
Dock	3,420	540.84	1,849,670
Deck	4,265	89.18	380,362
Big House	1,525	546.42	833,295
Cabin 6 Office	555	836.82	464,435
Bathroom	400	1,278.39	511,355
Picnic Shelter	600	751.59	450,955
Landscape	955	124.37	118,770
Site Mechanical Utilities	91,195	10.14	924,463
Site Electrical Utilities	91,195	3.00	273,329
TOTAL RECOMMENDED CONSTRUCTION COST BUDGET			9,232,662
TOTAL RECOMMENDED BUDGET - INCL OWNER'S COST/WSST			13,313,499

\*see Basis of Report section for breakdown

ALTERNATES	
Alternate 1: Swin Platform w/ Floating Option	138,291
Alternate 2: Subsurface Improvements	813,479

Lake Forest Park  
Lakefront Improvement Project

Scope of Work

Project Scope Description

The project comprises cost planning for the Phase 1: Lake Forest Park Lakefront Improvements located in Lake Forest, WA. A new lakefront park will be developed through site improvements and adaptive reuse of existing structures. Park amenities will include new parking area, paved plaza and paths, viewing platforms, gathering deck, play area, picnic shelter, bathhouse, community flex space, and small city office. A new dock will be constructed for public water access and recreation.

Project Design

The cost herein are based on the following documents:

- LFPLakefront\_PREFERRED\_CostEstNarrative\_REV3-reduced

Procurement

It is anticipated that the project will be delivered by traditional low bid procurement. It is expected that there will be 4 to 5 qualified General Contractors to maintain competitive pricing.



Lake Forest Park

Lakefront Improvement Project

Basis of Estimate

Assumptions and Clarifications

This estimate is based on the following assumptions and clarifications:

- 1 Hazardous materials abatement is included.
- 2 The majority of work will be performed during typical daytime hours.
- 3 Prevailing wages apply.
- 4 Includes fees and Owner's contingency.
- 5 Sales Tax is assumed to be included in Owner's Project Cost Estimate.

Owner's soft cost recommendation is as follows:

- Jurisdictional cost and permits (7%)
- A&E fees (13%)
- Other consultants (5%)
- Administrative costs (2%)
- Special inspections and commissioning (2%)
- Owner's contingency (5%)
- Sales Tax (10.2%)

General Markups Total - 44.2%

In preparing the cost models, multiple sources were used. The source information includes a perspective on current codes, technology, energy conservation, specific site elements, local general and sub construction markets and labor agreements, material costs and availability and labor efficiencies.

Lake Forest Park  
Lakefront Improvement Project

Site Development Summary				
	%	\$/SF	TOTAL	
01 Site Preparation	Gross Area: 8%	91,195 SF 8.08	736,749	
02 Site Improvements				
Roadwork				
Parking Lot	1%		87,360	
Preserve Area	2%		221,156	
Staging & Play Area	7%		625,973	
Beach Area	3%		312,583	
Dock	1%		121,965	
Deck	12%		1,136,889	
Big House	3%		233,787	
Cabin 6 Office	6%		512,180	
Bathroom	3%		285,463	
Picnic Shelter	3%		314,301	
Landscape	3%		277,177	
03 Site Mechanical Utilities	1%		73,001	
04 Site Electrical Utilities	6%	6.23	568,216	
	2%	1.84	168,000	
SITE CONSTRUCTION	61%	62.23	5,674,801	
05 Contingency	12%	12.45	1,134,960	
SITE CONSTRUCTION INCL. CONTINGENCY	74%	74.67	6,809,761	
06 General Conditions	6%	5.60	510,732	
07 General Requirements	6%	5.62	512,435	
08 Overhead & Profit	5%	4.72	430,811	
09 Bonds & Insurance	2%	2.27	206,593	
010 Permits & Fees - by Owner			NIC	
PLANNED SITE CONSTRUCTION COST	92%	92.88	8,470,332	
011 Escalation to Start Date (Q2 2026)	8%	8.36	762,330	
RECOMMENDED BUDGET	100%	101.24	9,232,662	



Lake Forest Park  
Lakefront Improvement Project

Site Development				Quantity	Unit	Rate	Total
NET SITE AREAS				91,195	SF		
Roadwork				4,050	SF		
Road - asphalt				2,250	SF		
Sidewalk - concrete				1,800	SF		
Parking Lot				12,745	SF		
Parking lot - asphalt				6,880	SF		
Sidewalk - concrete				1,235	SF		
Landscape				4,630	SF		
Preserve Area				35,325	SF		
Path - concrete				4,115	SF		
Overlook platform				900	SF		
Bridge - salvage/reinstall				225	SF		
Overlook - existing to remain				500	SF		
Landscape				29,585	SF		
Staging and Play Area				14,455	SF		
Staging area				690	SF		
Path - concrete				5,750	SF		
Play area - EWF				2,950	SF		
Landscape				5,065	SF		
Beach Area				12,900	SF		
Path - concrete				945	SF		
Landscape							
Beach - enhance				1,940	SF		
Lawn - restore				6,440	SF		
Planting - native				3,575	SF		
Docks				3,420	SF		
Dock platform				3,420	SF		
Deck				4,265	SF		
Path - concrete				895	SF		
Deck - accoya platform				1,567	SF		
Deck - ramp				657	SF		
Deck - stairs				50	SF		
Deck - seat stairs				135	SF		
Landscape				961	SF		
Big House, Bathroom, Cabin 6 Office & Picnic Shelter				4,035	SF		
Big House				1,525	SF		
Cabin 6 Office				555	SF		
Bathroom				400	SF		
Picnic Shelter				600	SF		
Landscape				955	SF		

Section 6, ItemB.

## Lake Forest Park

### Lakefront Improvement Project

Site Development		Quantity	Unit	Rate	Total
<b>G10 Site Preparation</b>		<b>91,195</b>	<b>SF</b>	<b>8.08</b>	<b>736,749</b>
<b>G1010 Site Clearing</b>		<b>91,195</b>	<b>SF</b>	<b>1.47</b>	<b>133,700</b>
SPCC plan		1	EA	2,500.00	2,500
Construction entrance		1	EA	5,000.00	5,000
Construction fence		150	LF	12.00	1,800
Wheel wash		8	MO	950.00	7,600
Daily and final cleanup includes street cleaning		8	MO	1,200.00	9,600
Utility protection		8	MO	900.00	7,200
Utility connection		1	LS	50,000.00	50,000
Tree protection		1	LS	30,000.00	30,000
Survey - construction		1	LS	20,000.00	20,000
<b>G1020 Site Demolition and Relocations</b>		<b>91,195</b>	<b>SF</b>	<b>5.22</b>	<b>475,724</b>
Clear and grub		27,200	SF	0.35	9,520
Erosion control		91,195	SF	0.25	22,799
Demo - utilities, abandon		1	LS	15,000.00	15,000
Demo - timber dock		2,050	SF	25.00	51,250
Demo - shoreline armoring		1	LS	5,000.00	5,000
Demo - fence		600	LF	7.00	4,200
Demo - railing		63	LF	22.85	1,440
Demo - building, 1-5, 9 incl. salvage of materials (early works)		4,389	SF	28.50	125,087
Demo - building, 1-5, 9 foundation only		4,389	SF	6.87	30,152
Demo - building, picnic shelter		605	SF	10.00	6,050
Demo - building, restroom		890	SF	20.00	17,800
Big House Demolition		1,600	SF		
Area of protection		1,600	SF	5.00	8,000
Demo - second floor, complete (vault ceiling to roof)		1,600	SF	30.00	48,000
Demo - stairs		1	FLT	2,500.00	2,500
Demo - front porch		57	SF	20.00	1,140
Demo - interior partition		1,632	SF	4.50	7,344
Demo - floor finish, partial		816	SF	2.85	2,326
Demo - RCP finish, partial		816	SF	3.15	2,570
Demo - casework, lowers incl. counter		13	LF	30.00	390
Demo - door, single		8	EA	300.00	2,400
Demo - door, sliding		1	EA	250.00	250
Demo - door, double		2	EA	500.00	1,000
Demo - exterior glazing		144	SF	25.00	3,600
Demo - exterior cladding		900	SF	5.00	4,500
Demo - roof		1,632	SF	6.00	9,792

Section 6, ItemB.



Lake Forest Park

Lakefront Improvement Project

Site Development				Quantity	Unit	Rate	Total
Cabin 6 Demolition				555	SF		
Area of protection				555	SF	5.00	2,775
Shoring				1	LS	15,000.00	15,000
Demo - interior partition				540	SF	4.50	2,430
Demo - floor finish				555	SF	2.85	1,582
Demo - RCP finish				555	SF	3.15	1,748
Demo - casework, lowers incl. counter				7	LF	30.00	210
Demo - door, single				3	EA	300.00	900
Demo - exterior wall				456	SF	15.00	6,840
Demo - exterior glazing				60	SF	25.00	1,500
Demo - exterior cladding				550	SF	5.00	2,750
Demo - roof				555	SF	6.00	3,330
Salvage/reinstall - boardwalk				130	SF	35.00	4,550
Demo - misc. site structure, allow				1	LS	50,000.00	50,000
G1030 Site Earthwork				91,195	SF	1.28	116,550
Site cut - 6" avg.				1,465	CY	20.00	29,296
Stockpile				1,172	CY	12.00	14,062
Haul and dispose				293	CY	25.00	7,324
Rough grading				35,500	SF	0.30	10,650
Fine grading and compaction				48,415	SF	0.50	24,208
Base aggregates - 6" depth				477	CY	65.00	31,010
G1040 Hazardous Waste Remediation				91,195	SF	0.12	10,775
Cabin demo - abatement, allow				2,155	SF	5.00	10,775
G20 Site Improvements				91,195	SF		
Roadwork				4,050	SF	21.57	87,360
Road - asphalt				2,250	SF	16.50	37,125
Sidewalk - concrete				1,800	SF	12.00	21,600
Curb and gutter				500	LF	35.00	17,500
Striping - crosswalk				30	LF	24.50	735
Street signage				1	LS	5,000.00	5,000
Traffic control				3	MO	1,800.00	5,400
Parking Lot				12,745	SF	17.35	221,156
Parking lot - asphalt				7,312	SF	4.50	32,904
Monument - entry				1	EA	8,000.00	8,000
ADA sign				5	EA	950.00	4,750
ADA ramp				3	EA	1,850.00	5,550
Curbs				598	LF	30.00	17,940

Section 6, ItemB.

Lake Forest Park  
Lakefront Improvement Project

Site Development					Quantity	Unit	Rate	Total
Wheel stop - not required								
Landscape					3,675	SF	2.25	NIC 8,269
Topsoil - 6" depth					68	CY	45.00	3,063
Mulch - 2" depth					23	CY	40.00	926
Native plants - 1 gal., 24" O.C.					919	EA	11.50	10,566
Irrigation					3,675	SF	2.00	7,350
Irrigation - controls					1	EA	3,500.00	3,500
Fence - metal post w/ wood panels & vines					204	LF	110.00	22,440
Fence - metal fence 6'					241	LF	150.00	36,150
Vehicular gate w/ automatic/timed locks					2	EA	28,500.00	57,000
Pedestrian gate					1	EA	2,750.00	2,750
Preserve Area					35,325	SF	17.72	625,973
Path - concrete incl. decorative brick inlay					4,115	SF	25.00	102,875
Overlook platform					900	SF	180.00	162,000
Sign - interpretive					3	EA	6,500.00	19,500
Bridge - salvage/reinstall					1	LS	7,500.00	7,500
Bridge - abutments					1	LS	5,000.00	5,000
Trail - demo and restore					1,925	SF	5.50	10,588
Landscape					29,585	SF		
Topsoil - 6" depth					548	CY	45.00	24,654
Mulch - 2" depth					186	CY	40.00	7,451
Invasive plant removal					29,585	SF	0.75	22,189
Native plants - 1 gal., 24" O.C.					7,396	EA	11.50	85,057
Irrigation					29,585	SF	2.00	59,170
Irrigation - controls					1	EA	3,500.00	3,500
Overlook platform - structure to remain, protect					500	SF	5.00	2,500
Decking - replace					500	SF	40.00	20,000
Railing - replace					175	LF	230.00	40,250
Boulder - salvage					6	EA	300.00	1,800
Bench - salvage					3	EA	500.00	1,500
Fence - wildlife friendly					283	LF	55.00	15,565
Dock railing					155	LF	225.00	34,875

Staging & Play Area					14,455	SF	21.62	312,583
Staging area					690	SF		20,700
Concrete pad					690	SF	30.00	20,700
Pump station					1	EA	2,800.00	2,800
Kayak rack					1	EA	4,000.00	4,000
Bike rack					4	EA	650.00	2,600
Path - concrete, vehicular					5,750	SF	16.50	94,775
Play area					2,000	SF		

Section 6, ItemB.



Lake Forest Park  
Lakefront Improvement Project

Site Development				Quantity	Unit	Rate	Total
Engineered wood fiber				2,000	SF	2.85	5,700
Curb - concrete				208	LF	30.00	6,240
Play equipment - natural				1	LS	100,000.00	100,000
Landscape				5,065	SF		
Topsoil - 6" depth				94	CY	45.00	4,221
Mulch - 2" depth				32	CY	40.00	1,276
Native plants - 1 gal., 24" O.C.				1,266	EA	11.50	14,562
Irrigation				5,065	SF	2.00	10,130
Irrigation - controls				1	EA	3,500.00	3,500
Site furnishings							
Bench				4	EA	2,000.00	8,000
Picnic table				56	LF	55.00	3,080
Seat wall				103	LF	300.00	30,900
Beach Area				12,900	SF	9.45	121,965
Path - concrete				945	SF	11.50	10,868
Landscape				11,955	SF		
Beach - enhance				1,940	SF	5.00	9,700
Logs - import				13	EA	750.00	9,375
Boulder - import				25	EA	350.00	8,750
Swim buoy line				1	LS	14,600.00	14,600
Lawn - restore				6,440	SF	0.55	3,542
Planting - native				3,575	SF	2.25	8,044
Topsoil - 12" depth				132	CY	45.00	5,958
Mulch - 2" depth				23	CY	40.00	900
Native plants - 1 gal., 24" O.C.				894	EA	11.50	10,278
Irrigation				10,015	SF	2.00	20,030
Irrigation - controls				1	EA	3,500.00	3,500
Outdoor shower				1	EA	8,500.00	8,500
Fencing - wildlife friendly				144	LF	55.00	7,920
Dock				3,420	SF	332.42	1,136,889
Dock				3,800	SF	260.00	988,000
Head wall				6	CY	2,500.00	13,889
Railing				280	LF	225.00	63,000
Piers				60	EA	1,200.00	72,000

Section 6, ItemB.

Lake Forest Park  
Lakefront Improvement Project

Site Development				Quantity	Unit	Rate	Total
<b>Deck</b>				<b>91,195</b>	<b>SF</b>	<b>2.56</b>	<b>233,787</b>
Path - concrete				895	SF	25.00	22,375
Grand deck							
Deck - accoya platform				1,567	SF	40.00	62,680
Deck - ramp				657	SF	45.00	29,565
Deck - railing				250	LF	220.00	55,000
Deck - stairs				50	SF	50.00	2,500
Deck - seat stairs				135	SF	85.00	11,475
Deck - structure, incl. reclaimed brick wall				200	LF	150.00	30,000
Deck - seating, allow				50	LF	175.00	8,750
Landscape				961	SF		
Topsoil - 12" depth				36	CY	45.00	1,602
Mulch - 2" depth				9	CY	40.00	356
Native plants - 1 gal., 24" O.C.				240	EA	11.50	2,763
Trees				2	EA	650.00	1,300
Irrigation				961	SF	2.00	1,922
Irrigation - controls				1	EA	3,500.00	3,500
<b>Big House</b>				<b>1,525</b>	<b>SF</b>	<b>335.86</b>	<b>512,180</b>
Big House				1,525	SF		
Foundations - modifications				1,525	SF	5.00	7,625
Superstructure - modifications to existing				1,525	SF	15.00	22,875
Exterior enclosure - Accoya				920	SF	52.75	48,530
Exterior glazing - allow				500	SF	85.00	42,500
Exterior door - single				1	EA	3,500.00	3,500
Roof				1,670	SF	36.50	60,955
Roof - dormer				96	SF	48.50	4,656
Roof - solar panel structural support				370	SF	8.75	3,238
Interior construction				1,525	SF		
Interior of exterior, patch and repair				2,490	SF	4.50	11,205
Partition				960	SF	28.50	27,360
Door - sliding				1	EA	5,000.00	5,000
Door - single				1	EA	3,500.00	3,500
Door - closet				1	EA	900.00	900
Interior finishes				1,525	SF		
Wall - paint				4,266	SF	2.50	10,665
Wall - decorative, allow				1	LS	15,000.00	15,000
Floor - patch and repair				1,525	SF	5.50	8,388
Ceiling - patch and repair				1,525	SF	4.75	7,263
Plumbing - modifications to existing				1,525	SF	15.00	22,875
Water closet				1	EA		Incl. ad
Lavatory				1	EA		Incl. ad

Section 6, ItemB.



Lake Forest Park  
Lakefront Improvement Project

Site Development					Quantity	Unit	Rate	Total
Kitchen sink					1	EA		Incl. above
Mechanical - modifications to existing					1,525	SF	25.00	38,125
Electrical - modifications to existing					960	SF	30.00	28,800
Generator backup					1	LS	40,000.00	40,000
Photovoltaic - allow					25	kW	3,800.00	95,190
Equipment/Furnishings					1,525	SF		
Casework - lower					9	LF	450.00	4,050
Cabin 6 Office					555	SF	514.35	285,463
Cabin 6 Office					555	SF		
Foundations - modifications					555	SF	15.00	8,325
Superstructure - modifications to existing					555	SF	30.00	16,650
Exterior enclosure - Accoya					1,212	SF	52.75	63,933
Exterior glazing - allow					364	SF	85.00	30,906
Exterior door - single salvage/reinstall					1	EA	1,400.00	1,400
Roof - structure					665	SF	20.00	13,300
Roof					665	SF	36.50	24,273
Interior construction					555	SF		
Interior of exterior, patch and repair					1,212	SF	4.50	5,454
Partition					192	SF	28.50	5,472
Door - single					1	EA	3,500.00	3,500
Interior finishes					555	SF		
Wall - paint					1,567	SF	2.50	3,918
Floor - carpet					555	SF	8.50	4,718
Ceiling - gwb					555	SF	12.00	6,660
Plumbing - modifications to existing					555	SF	15.00	8,325
Water closet					1	EA		Incl. above
Lavatory					1	EA		Incl. above
Kitchen sink					1	EA		Incl. above
Mechanical - modifications to existing					555	SF	25.00	13,875
Electrical - modifications to existing					555	SF	30.00	16,650
Generator backup					1	LS	40,000.00	40,000
Equipment/Furnishings					555	SF		
Casework - lower					9	LF	450.00	3,825
Exterior ramp					109	SF	55.00	5,995
Guard rail					37	SF	155.00	5,735
Building screen					10	LF	80.00	800
Screen gate					1	EA	1,750.00	1,750
								Section 6, ItemB.

Lake Forest Park  
Lakefront Improvement Project

Site Development		Quantity	Unit	Rate	Total
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<b>Bathroom</b>	<b>400</b>	<b>SF</b>	<b>785.75</b>	<b>314,301</b>
Bathroom	400	SF		
Foundations - slab incl. insulation and drainage	400	SF	35.00	14,000
Superstructure	400	SF	75.00	30,000
Exterior enclosure - Accoya	960	SF	52.75	50,640
Exterior door - single	1	EA	3,500.00	3,500
Exterior door - single incl. automatic/timed locks	4	EA	8,500.00	34,000
Roofing - structure	410	SF	20.00	8,200
Roofing	410	SF	36.50	14,965
Skylights	50	SF	140.00	7,000
Interior construction	400	SF		
Interior of exterior, furring	960	SF	9.00	8,640
Partition	370	SF	28.50	10,545
Interior finishes	400	SF		
Wall - paint	1,645	SF	2.50	4,111
Floor - resilient	400	SF	8.50	3,400
Ceiling - GWB	400	SF	12.00	4,800
Plumbing	400	SF	60.00	24,000
Water closet	4	EA	<i>Incl. above</i>	<i>Incl. above</i>
Lavatory	4	EA	<i>Incl. above</i>	<i>Incl. above</i>
Mechanical	400	SF	62.50	25,000
Electrical	400	SF	70.00	28,000
Generator backup	1	LS	40,000.00	40,000
Equipment/Furnishings	400	SF		
Casework - vanity	10	LF	350.00	3,500

<b>Picnic Shelter</b>	<b>600</b>	<b>SF</b>	<b>461.96</b>	<b>277,177</b>
Picnic Shelter	600	SF		
Foundations - slab	600	SF	20.00	12,000
Superstructure - steel column, 6" round	2.31	TN	11,500.00	26,557
Exterior enclosure - CLT wall	312	SF	60.00	18,720
Roof - CLT structure	1,290	SF	35.00	45,150
Roof - incl. custom cut outs	1,290	SF	65.00	83,850
Plumbing & Mechanical	600	SF	25.00	15,000
Kitchen sink				<i>Incl. above</i>
Outdoor shower				<i>Incl. above</i>
Electrical	600	SF	42.00	25,200
Equipment/Furnishings	600	SF		
Casework - vanity	12	LF	600.00	7,200
Built-in bench / rain water feature	1	LS	10,500.00	10,500
Porch swing	1	LS	33,000.00	33,000

Section 6, ItemB.



## Lake Forest Park

### Lakefront Improvement Project

Site Development					Quantity	Unit	Rate	Total
<b>Site Development</b>					<b>955</b>	<b>SF</b>	<b>76.44</b>	<b>73,001</b>
Site furnishings								
Trash cans					2	EA	1,800.00	3,600
Picnic tables					6	EA	5,000.00	30,000
Seat wall					105	LF	300.00	31,500
Landscape					955	SF		
Topsoil - 12" depth					35	CY	45.00	1,592
Mulch - 2" depth					9	CY	40.00	354
Native plants - 1 gal., 24" O.C.					239	EA	11.50	2,746
Trees					2	EA	650.00	1,300
Irrigation					955	SF	2.00	1,910
<b>G30 Site Mechanical Utilities</b>					<b>91,195</b>	<b>SF</b>	<b>6.23</b>	<b>568,216</b>
<b>G3010 Water Supply</b>					<b>91,195</b>	<b>SF</b>	<b>2.25</b>	<b>205,150</b>
Connection to existing					1	EA	5,000.00	5,000
6" pipe, incl. trenching and backfill					285	LF	200.00	57,000
2" pipe, incl. trenching and backfill					962	LF	75.00	72,150
Vaults and equipment					1	LS	50,000.00	50,000
Fire hydrant					1	EA	9,500.00	9,500
Hose bib					7	EA	900.00	6,300
Drinking fountain					1	EA	5,200.00	5,200
<b>G3020 Sanitary Sewer</b>					<b>91,195</b>	<b>SF</b>	<b>2.10</b>	<b>191,650</b>
Connection to existing					5	EA	5,000.00	25,000
SS - 6" pipe, incl. trenching and backfill					606	LF	275.00	166,650
<b>G3030 Storm Sewer</b>					<b>91,195</b>	<b>SF</b>	<b>1.88</b>	<b>171,416</b>
Connection to existing					1	EA	5,000.00	5,000
Stormwater devices and controls								
Treatment vault					18,327	GAL	2.25	41,236
Drainage cistern					1	EA	16,000.00	16,000
Stormwater swale					1,157	SF	40.00	46,280
Stormwater pipe - allow					389	LF	100.00	38,900
Outfall					3	EA	8,000.00	24,000

Section 6, ItemB.

Lake Forest Park

Lakefront Improvement Project

Site Development					Total
G40 Site Electrical Utilities					168,000
G4010 Electrical Distribution					100,000
Power distribution - allow					100,000
G4020 Site Lighting					68,000
Pedestrian fixture					68,000



Lake Forest Park  
Lakefront Improvement Project

Alternates				Quantity	Unit	Rate	Total
Alternate 1: Swin Platform w/ Floating Option							
Swim platform, fixed w/ floating option				1	LS	85,000.00	85,000
Alternate Cost Before Markups							85,000
Contingency				20.00%			17,000
General Conditions				7.50%			7,650
General Requirements				7.00%			7,676
Overhead & Profit				5.50%			6,453
Bonds & Insurance				2.50%			3,094
Permits & Fees - by Owner				0.00%			
Escalation to Start Date (Q2 2026)				9.00%			11,419
							138,291
Alternate 2: Subsurface Improvements							
Earthwork - subsurface improvements, allow				1	LS	500,000.00	500,000
Alternate Cost Before Markups							500,000
Contingency				20.00%			100,000
General Conditions				7.50%			45,000
General Requirements				7.00%			45,150
Overhead & Profit				5.50%			37,958
Bonds & Insurance				2.50%			18,203
Permits & Fees - by Owner				0.00%			
Escalation to Start Date (Q2 2026)				9.00%			67,168
							813,479

**RESOLUTION NO. 1757****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF AGREEMENT FOR THE ACQUISITION OF PROPERTY WITH FORTERRA NW FOR THE PURCHASE OF PROPERTY FOR PARK PURPOSES**

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**WHEREAS**, the City of Lake Forest Park values public parks and their role in promoting community vitality and health; and

**WHEREAS**, the City has identified for acquisition certain real property located at 17345 and 17347 Beach Drive Northeast in Lake Forest Park (the "Property"); and

**WHEREAS**, the Property possesses important open space, scenic, recreational and community values, including, without limitation, the potential for public waterfront access to Lake Washington; and

**WHEREAS**, the Property is available for sale through bankruptcy proceedings of the current landowner, however, the City does not have funding available to complete the transaction on the expedited timeline required by the bankruptcy proceedings; and

**WHEREAS**, Forterra NW, a Washington nonprofit corporation ("Forterra") has agreed to enter into a Memorandum of Agreement for Acquisition of Property ("MOA") with the City, whereby Forterra would purchase the Property on the necessary expedited timeline and allow the City to purchase the Property from Forterra under the terms in the MOA; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

Section 1. MAYOR AUTHORIZED. The Mayor is authorized to execute the Memorandum of Agreement for Acquisition of Property with Forterra attached as Exhibit A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 12th day of December, 2019.



APPROVED:

  
\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Evelyn Jahed  
City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 1757

December 12, 2019  
December 12, 2019

## EXHIBIT A to Resolution 1757

**Memorandum of Agreement for Acquisition of Property**

This Memorandum of Agreement for Acquisition of Property ("MOA") is entered into by the City of Lake Forest Park, a municipal corporation and political subdivision of the State of Washington (the "City") and Forterra NW, a Washington nonprofit corporation ("Forterra") as of the first date on which both Parties have signed this MOA (the "Effective Date"). The City and Forterra are hereafter referred to individually as "Party" and collectively as the "Parties."

WHEREAS, the City has identified for acquisition certain real property located at 17345 and 17347 Beach Dr. NE in Lake Forest Park, King County, Washington (the "Property"); and

WHEREAS, the Property possesses important open space, scenic, recreational and community values, including, without limitation, the potential for public waterfront access to Lake Washington from the Burke-Gilman Trail ("Conservation Values") that are of great importance to the people of the City, King County (the "County") and the region; and

WHEREAS, the Property is available for sale through bankruptcy proceedings of the current landowner, however, the City does not have funding available to complete the transaction on the expedited timeline required by the bankruptcy proceedings; and

WHEREAS, the City, together with the support of the County, urgently requested Forterra to proceed quickly with acquisition of the Property on the understanding that the City would exercise best efforts to secure funding from the County and other sources to purchase the Property from Forterra and to obtain City Council approval for the purchase of the Property with such funds; and

WHEREAS, due to the significant Conservation Values associated with the Property, the exceedingly short time constraints of the bankruptcy proceedings, and in reliance upon the City's commitment to secure funding and pay costs as further detailed in this MOA, Forterra is prepared to proceed with acquisition of the Property based on the terms set forth below.

NOW THEREFORE, intending to be legally bound, for good and valuable consideration, including the mutual promises of the Parties made herein, the Parties agree as follows:

1) Forterra Property Acquisition. At the urgent request of the City and County, Forterra has entered into a purchase and sale agreement to acquire the Property through the bankruptcy proceedings of the current landowner, and will seek to acquire the Property within thirty (30) days after the bankruptcy court's order approving sale of the Property becomes a final order no longer subject to appeal (the "Forterra Purchase Agreement"). The Forterra Purchase Agreement is attached and incorporated as **Exhibit A**. The agreed purchase price for the Property is Five Million and No/100ths U.S. Dollars (\$5,000,000.00) (the "Forterra Purchase Price"). Forterra anticipates completing the acquisition of the Property, subject to the terms and conditions of the Forterra Purchase Agreement, in early 2020.

a. Forterra agrees to consult and obtain consensus from the City regarding satisfaction of the Phase I Environmental Assessment of the Property referenced in the Forterra Purchase



Agreement, Form 34, Section 1.d as well as the investigation of items disclosed by Seller in the Seller Disclosure Statement for Improved Property.

2) City Funding and Property Acquisition. If Forterra acquires the Property, then on or before December 31, 2021, the City anticipates purchasing the Property from Forterra at the Forterra Purchase Price through the use of up to Two Million Five Hundred Thousand and No/100ths U.S. Dollars (\$2,500,000.00) of available County funds, together with additional funding from the County, State, or other available funding sources, which the City will use best efforts to diligently and immediately pursue.

a. If the City has not purchased the Property under the terms of this MOA by December 31, 2021, the Parties shall negotiate in good faith a possible extension of the December 31, 2021 deadline. Whether an extension is mutually agreed upon will be based on terms of Forterra's financing for the Property, the amount of funds the City has secured for the purchase, and the City's anticipated timing of receipt of the remainder of the funds necessary to close the sale.

3) City Council Authorization. Upon securing sufficient funds, the City will request approval from its City Council to expend such funds to acquire the Property from Forterra, at which time the City and Forterra will enter into an agreement for purchase of the Property by the City (the "City Purchase Agreement") at the Forterra Purchase Price. In the event the City is, for any reason, unable to acquire the Property from Forterra as contemplated in this MOA, the City understands and agrees that, given Forterra's commitment of financial resources, Forterra will be free to pursue any divestment or use of the Property deemed necessary by Forterra in its sole and absolute discretion.

4) Payments. It is understood by the Parties that Forterra may be unable to purchase the Property (for example, due to failure of the bankruptcy court to approve the sale, funding issues, or a default by the seller) or may elect not to purchase the Property (for example, due to title problems or issues identified in the environmental site assessment). It is further understood by the Parties that the City's acquisition of the Property is contingent upon receipt of sufficient funds and approval by its City Council to expend such funds for the acquisition of the Property. Given the need to act with immediacy despite the inherent risks and uncertainties of the purchase and sale transactions contemplated by this MOA, the City agrees to pay to Forterra:

a. If the Property is **not** purchased by Forterra, the following amounts within thirty (30) days after receipt of Forterra's invoice and any supporting documentation:

(i) Due Diligence Costs. All third party costs incurred by Forterra as part of its due diligence review incident to its proposed purchase of the Property, including, without limitation, environmental site assessment, bankruptcy counsel and other legal fees, and title commitment fees.

(ii) Staff Costs. All costs incurred by Forterra in staff time working on matters related to the Property, including, without limitation, acquisition, financing, management and disposition of the Property, and providing assistance to the City regarding same, based on

hours actually spent and rates normally charged by Forterra to other governmental entities for similar work. The rates normally charged by Forterra are listed in the attached and incorporated **Exhibit B**. The Parties agree that the amount sought by Forterra for reimbursement of staff costs shall not exceed Fifty Thousand and No/100ths U.S. Dollars (\$50,000.00) without prior written authorization from the City.

(iii) Forfeited Earnest Money. Any earnest money that Forterra is required to forfeit pursuant to the Forterra Purchase Agreement. The total Earnest Money in the Forterra Purchase Agreement is One Hundred Thousand and No/100ths U.S. Dollars (\$100,000.00).

b. If the Property is purchased by Forterra **and is** thereafter purchased by the City on or before December 31, 2021, or as mutually extended under Section 2(a), in addition to the Forterra Purchase price for the Property, the following amounts, determined as of, and payable on, the date on which Forterra conveys the Property to the City:

(i) Acquisition/Disposition Costs. All third party costs paid or payable by Forterra related to Forterra's acquisition and disposition of the Property, including, without limitation, Due Diligence Costs (as set forth in Section 4(a)(i) above), Staff Costs (as set forth in Section 4(a)(ii) above), escrow and recording fees, sales taxes, excise taxes, and title insurance premiums.

(ii) Financing Costs. All costs paid or accrued by Forterra related to any loan from a third party for purposes of acquiring the Property, consisting of actual loan fees and actual interest accrued at an adjustable rate not to exceed WSJ Prime Rate plus 0.25% per year, compounded monthly, on the funds provided by the third party to Forterra for acquisition of the Property. The City acknowledges that Forterra intends to borrow the full amount of the Forterra Purchase Price and may also elect to borrow some or all of the Holding Costs referenced in Section 4(b)(iii) below.

(iii) Holding Costs. All costs paid or accrued by Forterra incidental to ownership and management of the Property following acquisition, including, without limitation, insurance, maintenance, property taxes, and any other governmental fees incurred and paid during Forterra's ownership of the Property.

(iv) Conservation Fee. A fee in the amount of Three Hundred Thousand and No/100ths U.S. Dollars (\$300,000.00) to compensate Forterra for opportunity and other risks inherent in acting to expedite the purchase of the Property in furtherance of the Conservation Values on behalf of the City. Provided, however, that if the City pays to Forterra, on or before the date on which Forterra acquires the Property pursuant to the Forterra Purchase Agreement, an amount of Fifty Thousand and No/100ths U.S. Dollars (\$50,000.00), which amount will be credited to the City and applied to the City's payment of any Acquisition/Disposition Costs, Financing Costs, or Holding Costs otherwise payable by the City pursuant to Section 4(b) of this MOA, then the Conservation Fee will be reduced to Two Hundred Fifty Thousand and No/100ths U.S. Dollars (\$250,000.00).



c. If the Property is purchased by Forterra **and is not** purchased by the City for any reason on or before December 31, 2021, or as mutually extended under Section 2(a), the following amounts, determined as of, and payable on, the date on which Forterra conveys the Property to a third party:

(i) All Acquisition/Disposition Costs (as set forth in Section 4(b)(i) above), Financing Costs (as set forth in Section 4(b)(ii) above), and Holding Costs (as set forth in Section 4(b)(iii) above).

(ii) Sale Shortfall. An amount, if any, equal to the amount that the purchase price for sale of the Property by Forterra to a third party is less than the Forterra Purchase Price and is supported by a fair market value appraisal from an MAI appraiser.

The provisions of this Section 4 shall survive the termination of this MOA.

5) Lease to City. In the event Forterra acquires the Property as contemplated in this MOA, the Parties agree that Forterra will lease the Property to the City beginning on the date Forterra acquires the Property (subject to any rights of the current Property owner or any existing tenant(s) to remain in possession for a period of time) until the earlier of such time as Forterra sells the Property to the City or the City's rights are terminated under terms of this MOA. The terms of such lease are subject to further negotiation between the City and Forterra and will include the following provisions:

a. a requirement that the City assume responsibility for all management and maintenance of the Property, and all costs related to such responsibilities;

b. a provision that the City will benefit from all income received from the Property during the lease term and this income will have no effect on Section 4;

c. the monthly lease payment to Forterra will be One Dollar and No/100ths U.S. Dollars (\$1.00) annually, or more at the option of the City; and

d. all costs paid by the City pursuant to the lease will not be included for purposes of Section 4 of this MOA and any rent paid by the City to Forterra will be deducted from amounts payable by the City under Section 4 of this MOA.

6) Term and Amendment. If acquisition of the Property by Forterra is not completed on or before June 1, 2020, this MOA will automatically terminate. If Forterra acquires the Property on or before that date, this MOA will remain in full force and effect until the earlier of (i) conveyance of the Property to the City or a third party or (ii) December 31, 2023. Any amendment to this MOA must be in writing and mutually agreed by the Parties.

7) Limitations on Sale. Except in the event of breach of this MOA by the City, Forterra may not sell the Property to any third party prior to December 31, 2021, or as this deadline is mutually extended by the parties pursuant to Section 2(a), without prior written consent of the City.

8) Authority. Each party to this MOA, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this MOA and that its execution, delivery, and performance of this MOA has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

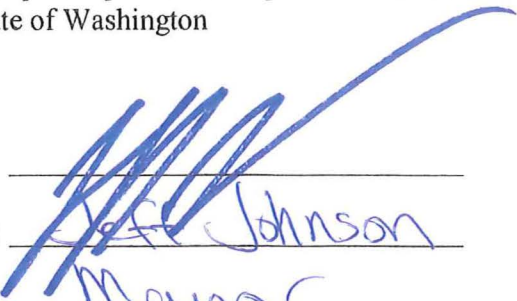
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IN WITNESS WHEREOF, the Parties have executed and delivered this MOA as of the Effective Date.

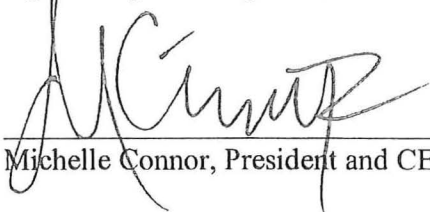
City:

City of Lake Forest Park,  
a municipal corporation and political subdivision of  
the State of Washington

By:   
Name: Jeff Johnson  
Title: Mayor  
Date: 12/12/2019

Forterra:

FORTERRA NW,  
a Washington nonprofit corporation

By:   
Michelle Connor, President and CEO  
Date: 12/11/2019

**Exhibit A to**  
**Memorandum of Agreement for Acquisition of Property**  
**Forterra Purchase Agreement**



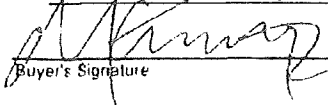
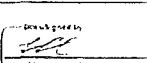
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**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS**

1. Date: November 26, 2019 MLS No.: 1483975 & 1483176 Offer Expiration Date: 12/04/2019
2. Buyer: Forterra NW, a Washington nonprofit corporation  
Buyer Buyer Status
3. Seller: Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD WA)  
Seller Seller
4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 4030100035 4030100040  
17345 & 17347 Beach Dr NE Lake Forest Park King WA 98155  
Address City County State Zip
5. Included Items ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert;  
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ attached television(s); ☐ attached speaker(s); ☐ microwave;  
☐ generator; ☒ other Any appliances left on the premises after Seller possession date
6. Purchase Price: \$ 5,000,000.00 Five Million Dollars
7. Earnest Money: \$ 100,000.00 ☐ Check; ☐ Note; ☒ Other Wire transfer (held by ☐ Selling Firm; ☒ Closing Agent)
8. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. Title Insurance Company: First American Title Insurance Co. Commitment # 4209-3340848
10. Closing Agent: Chicago Title & Escrow Mariana Dzyuhak (Bellevue)  
Company Individual (optional)
11. Closing Date: See Addendum Item 3 Possession Date: ☐ on Closing; ☒ Other See Addendum Item 2
12. Services of Closing Agent for Payment of Utilities: ☐ Requested (attach NWMLS Form 22K); ☐ Waived
13. Charges/Assessments Levied Before but Due After Closing: ☒ assumed by Buyer; ☐ prepaid in full by Seller at Closing
14. Seller Citizenship (FIRPTA): Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
15. Agency Disclosure: Selling Broker represents ☐ Buyer; ☐ Seller; ☐ both parties; ☐ neither party  
Listing Broker represents ☒ Seller; ☐ both parties
16. Addenda: 22D(Optional Clauses) 22J(Lead Disclosure) 34(Addendum)

**Exhibit A (Legal Description); 65B (Seller Occupancy After Closing)**

	<u>11/26/19</u>		<u>11/27/2019</u>
Buyer's Signature	Date	Seller's Signature	Date
<u>901 5th Avenue, Suite 2200</u>		<u>17345 Beach Dr NE</u>	
Buyer's Address		Seller's Address	
<u>Seattle, WA 98164</u>		<u>Lake Forest Park, WA 98155</u>	
City State Zip		City State Zip	
<u>206.799.1972</u>		<u>206.799.1972</u>	
Phone No.	Fax No.	Phone No.	Fax No.
<u>deronlev@forterra.org; legal@forterra.org</u>		<u>tod.turner@interceptmusic.com</u>	
Buyer's E-mail Address		Seller's E-mail Address	
<u>n/a</u>		<u>Windermere Real Estate/Northeast, Inc</u>	<u>5582</u>
Selling Firm	MLS Office No.	Listing Firm	MLS Office No.
<u>n/a</u>		<u>Bryan R. Loveless</u>	<u>6751</u>
Selling Broker (Print)	MLS LAG No.	Listing Broker (Print)	MLS LAG No.
		<u>(425) 820-5151</u>	<u>(425) 968-8181</u> <u>(425) 821-9483</u>
Firm Phone No.	Broker Phone No.	Firm Phone No.	Broker Phone No.
		<u>kirklandtransaction@windermere.com</u>	
Selling Firm Document E-mail Address		Listing Firm Document E-mail Address	
		<u>BryanLoveless@Windermere.com</u>	
Selling Broker's E-mail Address		Listing Broker's E-mail Address	
		<u>19983</u>	<u>3501</u>
Selling Broker DOL License No.	Selling Firm DOL License No.	Listing Broker DOL License No.	Listing Firm DOL License No.

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# RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

*Continued*

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings, storm doors and windows, installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors; gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures, and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance

Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

11/27/2019



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## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

*Continued*

Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

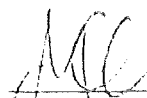
**f Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.


**g Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

**h. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

  
Buyer's Initials      Date

Buyer's Initials      Date

 11/27/2019  
Seller's Initials      Date

Seller's Initials      Date

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# RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT


## GENERAL TERMS

*Continued*

- q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled 'The Law of Real Estate Agency.'
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

  
Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

 11/27/2019

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

Form 22D  
Optional Clauses Addendum  
Rev. 7/19  
Page 1 of 2



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### OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1  
between Forterra NW, a Washington nonprofit corporation ("Buyer") 2  
Buyer Buyer  
and Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD WA) ("Seller") 3  
Seller Seller  
concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4  
Address City State Zip

#### CHECK IF INCLUDED:

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 5-10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13
  - ☐ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17
  - ☐ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22
3. ☐ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24
4. ☒ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27
5. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 28
  - ☒ public water main; ☒ public sewer main; ☐ septic tank; ☐ well (specify type) \_\_\_\_\_ 29
  - ☐ irrigation water (specify provider) \_\_\_\_\_; ☒ natural gas; ☒ telephone 30
  - ☒ cable; ☒ electricity; ☐ other \_\_\_\_\_ 31
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 32-34
  - WALL INSULATION TYPE \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 35
  - CEILING INSULATION TYPE \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 35
  - OTHER INSULATION DATA \_\_\_\_\_ 37
7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other \_\_\_\_\_ 38-40

  11/27/2019  
 Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_



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Rev. 7/19  
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**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

*Continued*

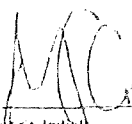
Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including but not limited to architectural guidelines;
  - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
  - c. Association meeting minutes from the prior two (2) years;
  - d. Association Board of Directors meeting minutes from the prior six (6) months, and
  - e. Association financial statements from the prior two (2) years and current operating budget.

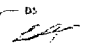
If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

9. ☐ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer, ☐ Seller (Seller if not filled in).
10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

11. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- a. Home warranty provider: \_\_\_\_\_
  - b. Seller shall pay up to \$\_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
  - c. Options to be included: \_\_\_\_\_ (none, if not filled in).
  - d. Other: \_\_\_\_\_
12. ☐ **Other,**

  
Buyer's Initials \_\_\_\_\_ Date 11/27/19

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

 11/27/2019  
Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

Form 22J  
Disclosure Lead Based Paint & Hazards  
Rev. 7/10  
Page 1 of 2

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# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

## Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1

between Forterra NW. a Washington nonprofit corporation ("Buyer" and/or "Lessee") 2  
Buyer and/or Lessor Buyer and/or Lessor

and Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD W) ("Seller" and/or "Lessor") 3  
Seller and/or Lessor Seller and/or Lessor

concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4  
Address City State Zip

## Purchase & Sale Agreement Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 5 6 7 8 9 10 11 12 13 14

## Lease Agreement Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 15 16 17 18 19 20

## Cancellation Rights

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement. 21 22 23 24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant 25

## Seller's/Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below) 26 27
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) 28
- ☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing 29
- (b) Records and reports available to the Seller/Lessor (check one below): 30
- ☐ Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below) 31 32 33 34
- ☒ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 35 36

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate 37 38

11/27/2019 39

Seller/Lessor Date

Buyer/Lessor Initials Date

Buyer/Lessor Initials Date

Seller/Lessor Date

11/27/2019

Seller/Lessor Initials Date

Seller/Lessor Initials Date

Form 22J  
Disclosure Lead Based Paint & Hazards  
Rev. 7/10  
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# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Addendum to Purchase & Sale or Lease Agreement

Continued

## Buyer's/Lessee's Acknowledgment

- (c) Buyer/Lessee has received copies of all information listed above 40  
(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home" 41  
(e) Buyer has (check one below only if Purchase and Sale Agreement) 42

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 44  
and/or lead-based paint hazards 45

☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based 46  
paint and/or lead-based paint hazards on the following terms and conditions 47

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of 48  
lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at 49  
the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See 50  
the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 51

This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives 52  
written notice of disapproval of the risk assessment or inspection to the Seller within \_\_\_\_\_ 53  
(10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing 54  
deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment 55  
report. 56

The Seller may, at the Seller's option, within \_\_\_\_\_ days (3 days if not filled in) after Seller's 57  
receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified 58  
by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at 59  
Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk 60  
assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. 61  
In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), 62  
including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If 63  
such an agreement on non-repair remedies is secured in writing before the expiration of the time period 64  
set forth in this subparagraph, then this contingency will be deemed satisfied. 65

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk 66  
assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then 67  
Buyer may elect to give notice of termination of this Agreement within \_\_\_\_\_ days (3 days if not 68  
filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice 69  
pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be 70  
returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to 71  
give a written notice of termination means that the Buyer will be required to purchase the Property 72  
without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection 73  
and without any alternative remedy for those conditions. 74

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS 75  
Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection 76  
and/or risk assessment report(s). 77

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 78  
by Buyer are true and accurate. 79

Buyer/Lessee \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Lessee \_\_\_\_\_ Date \_\_\_\_\_ 80

## Brokers' Acknowledgment

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are 82  
aware of their responsibility to ensure compliance. 83

Selling Broker \_\_\_\_\_ Date \_\_\_\_\_

Listing Broker \_\_\_\_\_ Date \_\_\_\_\_ 84

Buyer/Lessee Initials \_\_\_\_\_ Date \_\_\_\_\_

SELLER/Lessor Initials \_\_\_\_\_ Date \_\_\_\_\_



Form 34  
Addendum/Amendment to P&S  
Rev 7/10  
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## ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1

between Forterra NW, a Washington non profit corporation ("Buyer") 2  
Buyer Buyer

and Bankr. Estate of Tod Charles Turner (No.19-10333, US Bankr Ct. WD WA) ("Seller") 3  
Seller Seller

concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS 5

1. APPROVALS AND CONDITIONS. Buyer and Seller acknowledge that this Agreement is subject to the following, 6  
any one of which, if not obtained or satisfied prior to Closing, shall cause this Agreement to terminate and the Earnest 7  
Money to be returned to Buyer: 8

a. Entry of an order by the bankruptcy court in Seller's bankruptcy case (Case No. 19-10033, US Bankruptcy Court 10  
for the Western District of Washington) that is final and no longer subject to appeal, in a form acceptable to Buyer, in 11  
its sole discretion. The order shall provide, among other things, that the sale of the Property is free and clear of all 12  
liens, claims and interests, and that Buyer is a good faith purchaser entitled to the protections under Bankruptcy Code 13  
section 363(m). 14


b. First American Title Insurance Company's commitment to issue at Closing a 2006 ALTA Owner's Standard 15  
Coverage Policy in the amount of the Purchase Price deleting Exception Nos. 9 through 35 of Schedule B, Part II of 16  
Commitment No. 4209-3340848 dated October 14, 2019. Any intervening exceptions are subject to Buyer's approval. 17

c. Pursuant to Addendum Item 2 of existing Purchase and Sale Agreement, dated October 12, 2019 ("LFP Group 20  
Agreement") between Seller and Lake Forest Park Group LLC ("LFP Group"). LFP Group's right to meet or beat 21  
the price and terms of this offer within two (2) business days of receipt. In the event LFP Group matches the offer, 22  
Buyer shall have two (2) business days to meet or beat said LFP Group's price and terms or this Agreement shall 23  
terminate and Seller shall be free to accept LFP Group's amended offer. In the event LFP Group declines to match the 24  
offer, Seller shall promptly provide Buyer with satisfactory evidence of termination of the LFP Group Agreement. 25


d. Issuance of a Phase I Environmental Site Assessment of the Property satisfactory to Buyer, in its sole discretion, and 26  
at Buyer's expense. 27

(Addendum/Amendment continued on next page) 28  
29  
30

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged

  
Buyer's Initials Date

Buyer's Initials Date

 11/27/2019  
Seller's Initials Date

Seller's Initials Date

Form 34  
Addendum/Amendment to P&S  
Rev. 7/10  
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1  
between Forterra NW, a Washington non-profit corporation ('Buyer') 2  
Buyer Buyer  
and Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct, WD WA) ('Seller') 3  
Seller Seller  
concerning 17345 & 17347 Beach Drive NE, Lake Forest Park WA 98155 (the 'Property') 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

(Addendum/Amendment continued from prior page) 6

2. POSSESSION. Seller may occupy the Property through January 31, 2020 at no rental charge to Seller in the event 7  
the Closing occurs prior to January 31, 2020. In such event, Buyer and Seller agree to sign a NWMLS Form 65B 8  
(Seller Occupancy After Closing) prior to Closing. Otherwise Possession shall be delivered upon Closing. 9

3. CLOSING DATE. The Closing Date shall be on or before thirty (30) days after the bankruptcy court's order 10  
approving the sale becomes a final order no longer subject to appeal. 11

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged



	
Buyer's Initials	Seller's Initials
Date	Date
Buyer's Initials	Seller's Initials
Date	Date

EXHIBIT 'A'  
LEGAL DESCRIPTION

For Property Commonly Known As:

17345 & 17347 Beach Drive NE Lake Forest Park, WA 98155  
(King County Tax Parcel #403010-0035 & 403010-0040)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF LAKE FOREST PARK, COUNTY OF KING, STATE OF WASHINGTON, AND DESCRIBED AS FOLLOWS:

PARCEL A (403010-0035-03):

THE NORTH 59.45 FEET OF THE SOUTH 239.45 FEET OF LOT 1, BLOCK 2, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON.

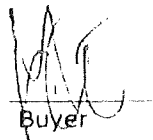
TOGETHER WITH THAT PORTION OF THE SECOND CLASS SHORELANDS AS SHOWN IN SAID PLAT, ADJACENT THEREOF.

PARCEL B (403010-0040-06):

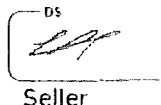
THE NORTHEASTERLY 80 FEET OF THE SOUTHWESTERLY 180 FEET OF LOT 1, MEASURED ALONG THE SOUTHEASTERLY LINE OF BEACH DRIVE, BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON.

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

INITIALS:

  
Buyer

12/3/19  
Date

  
Seller

11/27/2019  
Date



Form 65B  
Rental - Delayed Occupancy  
Rev. 7/19  
Page 1 of 2

**RENTAL AGREEMENT**  
Seller Occupancy After Closing

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Date: November 26, 2019 1

Tenant(s) Tod Charles Turner 2  
Seller/Tenant Seller/Tenant

agree(s) to rent from Landlord Forterra NW 3  
Buyer/Landlord Buyer/Landlord

the property commonly known as 17345 Beach Drive Lake Forest Park 4  
Address City

WA 98155 King (the "Property") on the following terms and conditions: 5  
State Zip County

1. **RENT.** The rent shall be \$ 0.00 per day. Landlord acknowledges receipt of rent in the amount of 6  
 \$ 0.00 for the period of N/A. Future rent shall be payable as follows: 7  
N/A. Rent shall be payable to N/A 8  
 at N/A 9

2. **POSSESSION.** Tenant is entitled to possession on the closing of the sale. If the sale does not close, then this 10  
 Agreement is void. 11

3. **TERM.** This Agreement shall terminate on 01/31/20. Upon termination, any advance rent shall be 12  
 pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon Tenant's vacating the 13  
 Property. If Tenant holds over without the written consent of Landlord, Tenant shall be liable for rent and all other 14  
 damages sustained by Landlord because of such holdover. 15

4. **INSURANCE.** Landlord agrees to insure the Property against fire and other normal casualties. All proceeds of any 16  
 such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on 17  
 the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 18  
 coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 19  
 personal property. 20

5. **UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of the 21  
 Agreement. 22

6. **IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations to the Property, including 23  
 painting, during the term of this Agreement, without the written permission of Landlord. Tenant will return the 24  
 Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 25

7. **SUBLETTING OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under 26  
 this Agreement. 27

8. **CITY OF SEATTLE RENTAL REGULATION ORDINANCE.** If the Property is located within the City of Seattle, 28  
 then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt 29  
 of a copy of the summary. 30

9. **RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved 31  
 with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from 32  
 any and all claims arising under this Agreement. 33

10. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is 34  
 successful, the other party agrees to pay reasonable attorneys' fees. In the event of a trial, the amount of fees 35  
 shall be as fixed by the Court. 36

AGC 12/5/19  
 Landlord's Initials Date

Landlord's Initials Date

11/27/2019  
 Tenant's Initials Date

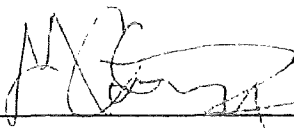
Tenant's Initials Date

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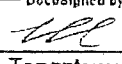
**RENTAL AGREEMENT**  
Seller Occupancy After Closing  
(Continued)

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11. **SMOKE DETECTOR.** Tenant acknowledges and Landlord certifies that the Property is equipped with a smoke 37  
detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is 38  
Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement 39  
of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Landlord makes 40  
the following disclosures 41
- (a) The smoke detection device is ☐ hard-wired ☐ battery operated. 42
- (b) The Building ☐ does ☐ does not have a fire sprinkler system 43
- (c) The Building ☐ does ☐ does not have a fire alarm system. 44
- (d) ☐ The building has a smoking policy, as follows. 45
- \_\_\_\_\_ 46
- ☐ The building does not have a smoking policy. 47
- (e) ☐ The building has an emergency notification plan for occupants, a copy of which is attached to this 48  
Agreement. 49
- ☐ The building does not have an emergency notification plan for occupants. 50
- (f) ☐ The building has an emergency relocation plan for occupants, a copy of which is attached to this 51  
Agreement. 52
- ☐ The building does not have an emergency relocation plan for occupants. 53
- (g) ☐ The building has an emergency evacuation plan for occupants, a copy of which is attached to this 54  
Agreement. 55
- ☐ The building does not have an emergency evacuation plan for occupants. 56
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 57
12. **CARBON MONOXIDE ALARMS.** Landlord shall equip the Property with carbon monoxide alarm(s) in accordance 58  
with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms 59  
and brokers are not responsible for ensuring that Landlord complies with RCW 19.27.530. 60
13. **LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled 61  
"Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or 62  
equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable 63  
federal regulations. 64
14. **MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, 65  
and Your Home." 66
15. **OTHER.** 67

  
\_\_\_\_\_  
Landlord Date 12/3/19

\_\_\_\_\_  
Landlord Date

DocuSigned by  
  
\_\_\_\_\_  
Tenant Date 11/27/2019

\_\_\_\_\_  
Tenant Date

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DocuSign Envelope ID: D5070C19-5636-4A87-B1F1-16DC969C7F53

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Seller Disclosure Statement  
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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER: Ted C Turner

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.08 for further information.

## INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

## NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 17345/17347 Beach Drive NE, CITY Lake Forest Park

STATE WA, ZIP 98148, COUNTY KING (THE PROPERTY) OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO REVOKE THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF REVISION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO REVOKE PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER ☒ IS / ☐ IS NOT OCCUPYING THE PROPERTY.

## I. SELLER'S DISCLOSURES:

\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

### 1. TITLE

A. Do you have legal authority to sell the property? If no, please explain.

\*B. Is title to the property subject to any of the following?

(1) First right of refusal

(2) Option

(3) Lease or rental agreement

(4) Life estate?

\*C. Are there any encroachments, boundary agreements, or boundary disputes?

\*D. Is there a private road or easement agreement for access to the property?

\*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?

\*F. Are there any written agreements for joint maintenance of an easement or right-of-way?

\*G. Is there any study, survey project, or notice that would adversely affect the property?

\*H. Are there any pending or existing assessments against the property?

SELLER'S INITIALS TC Date 09/08/2016

BUYER'S INITIALS Bryce Date 12/8/16



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**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
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	YES	NO	DON'T KNOW	NA	
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	62
*J. Is there a boundary survey for the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63
*K. Are there any covenants, conditions, or restrictions recorded against the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. ROW 49.60.224.					65
					66
					67
2. WATER					68
A. Household Water					69
(1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system					70
<input checked="" type="checkbox"/> Private Well serving only the subject property <input type="checkbox"/> Other water system					71
*If shared, are there any written agreements? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
*(3) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74
(4) During your ownership, has the source provided an adequate year-round supply of potable water? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
If no, please explain: .....					76
*(6) Are there any water treatment systems for the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					78
*(8) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	80
*(b) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
B. Irrigation Water					83
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
*(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	85
*(b) If so, is the certificate available? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	86
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	87
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	88
If so, please identify the entity that supplies water to the property: .....					89
C. Outdoor Sprinkler System					90
(1) Is there an outdoor sprinkler system for the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
*(2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
*(3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	93
3. SEWER/ON-SITE SEWAGE SYSTEM					94
A. The property is served by:					95
<input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					96
<input type="checkbox"/> Other disposal system					97
Please describe: .....					

09/08/2016  
SELLER'S INITIALS Date

12/3/19  
BUYER'S INITIALS Date

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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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	YES	NO	DON'T KNOW	N/A	90
B. If public sewer system service is available to the property, is the house connected to the sewer main? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100
If no, please explain: .....					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
D. If the property is connected to an on-site sewage system: .....					104
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	106
(2) When was it last pumped? .....					107
*(3) Are there any defects in the operation of the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	108
(4) When was it last inspected? .....				<input checked="" type="checkbox"/>	109
By whom: .....					110
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input checked="" type="checkbox"/>	111
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
If no, please explain: .....					114
*F. Have there been any changes or repairs to the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	117
If no, please explain: .....					118
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	119
					120
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121
					122
					123
A. STRUCTURAL .....					124
*A. Has the roof leaked within the last 5 years? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*C. Have there been any conversions, additions or remodeling? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
D. Do you know the age of the house? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
If yes, year of original construction: <u>1927 I believe</u>					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Foundations <input type="checkbox"/> Decks <input type="checkbox"/> Exterior Walls					134
<input checked="" type="checkbox"/> Chimneys <input checked="" type="checkbox"/> Interior Walls <input type="checkbox"/> Fire Alarms					135
<input type="checkbox"/> Doors <input type="checkbox"/> Windows <input type="checkbox"/> Pails					136
<input type="checkbox"/> Ceilings <input type="checkbox"/> Slab Floors <input type="checkbox"/> Driveways					137
<input type="checkbox"/> Pools <input type="checkbox"/> Hot Tub <input type="checkbox"/> Sauna					138
<input type="checkbox"/> Sidewalks <input type="checkbox"/> Outbuildings <input type="checkbox"/> Fireplaces					139
<input type="checkbox"/> Garage Floors <input type="checkbox"/> Walkways <input type="checkbox"/> Siding					140
<input type="checkbox"/> Wood Stoves <input type="checkbox"/> Elevators <input type="checkbox"/> Incline Elevators					141
<input type="checkbox"/> Stairway Chair Lifts <input type="checkbox"/> Wheelchair Lifts <input type="checkbox"/> Other .....					142
*G. Was a structural pest or "whole house" inspection done? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
If yes, when and by whom was the inspection completed? .....					144
<u>Cascade pest control several years ago. They come quarterly to spray for spiders</u>					145
H. During your ownership, has the property had any wood destroying organism or pest infestation? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
I. Is the attic insulated? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
J. Is the basement insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	148

SELLER'S INITIALS      09/08/2016      Date

SELLER'S INITIALS      12/3/19      Date

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	YES	NO	DON'T KNOW	N/A	140
<b>6. SYSTEMS AND FIXTURES</b>					149
*A. If any of the following systems or fixtures are included with the transfer, are there any defects?					150
If yes, please explain:					151
Electrical system, including wiring, switches, outlets, and service .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Hot water tank .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Garbage disposal .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Appliances .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Sump pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	157
Heating and cooling systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Security system: <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	159
Other: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	160
*B. If any of the following fixtures or property is included with the transfer, are they leased?					161
(If yes, please attach copy of lease.)					162
Security System: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	163
Tenite (type): .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	164
Satellite dish: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	165
Other: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	166
*C. Are any of the following kinds of wood burning appliances present at the property?					167
(1) Woodstove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(2) Fireplace insert? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(3) Pellet stove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(4) Fireplace? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	172
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	173
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to ROW 19.27.550, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174
F. Is the property equipped with smoke alarms? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175
<b>6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>					176
A. Is there a Homeowners' Association? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, filing policy, and other information that is not publicly available: .....					178
B. Are there regular periodic assessments? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	179
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					180
<input type="checkbox"/> Other: .....					181
*C. Are there any pending special assessments? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	182
*D. Are there any shared "common areas" or any joint maintenance agreements (fealties such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183
<b>7. ENVIRONMENTAL</b>					184
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	185
*B. Does any part of the property contain fill dirt, waste, or other fill material? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	186
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	187
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	188
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	189
*F. Has the property been used for commercial or industrial purposes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	190

SELLER'S INITIALS

09/08/2016  
Date

SELLER'S INITIALS

12/3/19  
Date



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Seller Disclosure Statement  
Rev. 7/16  
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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

(Continued)

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	YES	NO	DON'T KNOW	N/A	202
*G. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	206
*I. Has the property been used as a legal or illegal dumping site? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	207
*J. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
*K. Are there any radio towers in the area that cause interference with cellular telephone reception? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	209
<b>B. LEAD BASED PAINT</b> (Applicable if the house was built before 1978). .....					210
A. Presence of lead-based paint and/or lead-based paint hazards (check one below): .....					211
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) .....					212
<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. .....					213
B. Records and reports available to the Seller (check one below): .....					214
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). .....					216
<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. .....					217
<b>D. MANUFACTURED AND MOBILE HOMES</b> .....					218
If the property includes a manufactured or mobile home, .....					220
*A. Did you make any alterations to the home? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	221
If yes, please describe the alterations: .....					222
*B. Did any previous owner make any alterations to the home? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	223
*C. If alterations were made, were permits or variances for those alterations obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	224
<b>10. FULL DISCLOSURE BY SELLERS</b> .....					225
A. Other conditions or defects: .....					226
*Are there any other existing material defects affecting the property that a prospective buyer should know about? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	227
B. Verification .....					228
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensee harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensee, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property. .....					229
_____ Seller					230
09/08/2016 Date					231
_____ Seller					232
_____ Date					233
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s). .....					234
Encroachments, Easements, Nonconformances .....					235
Several of the buildings are within the now-required setback, but all are grandfathered in. The plaster boxes in the front of the houses on the street are in the right of way, but have a variance from the City of Lake Forest Park. There is also an easement for the power line, which runs down the west side of the property. .....					236
Roof Leaks - Three roofs of the 9 have leaked in the last 6 years. One was immediately replaced, the other two are scheduled to be replaced in the next 60 days. .....					237
Settling - Minor settling of house about 10-12 years ago (small cracks in plaster after an earthquake). No change since. .....					238
Building repairs: I chimney above roof needs some brick work, several interior walls in house have minor plaster cracks (noted above), bathroom needs new roof and remodeling. .....					239

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DocuSign Envelope ID: D5070C19-5B36-4A87-B1F1-16DC960C7F53

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**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
(Continued)

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**II. NOTICES TO THE BUYER**

**1. SEX OFFENDER REGISTRATION**

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**2. PROXIMITY TO FARMING**

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7A.8.306, THE WASHINGTON RIGHT TO FARM ACT.

**III. BUYER'S ACKNOWLEDGEMENT**

**1. BUYER HEREBY ACKNOWLEDGES THAT:**

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

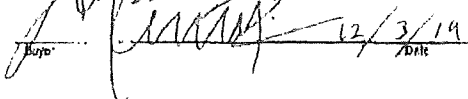
BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer:  12/3/14  
Date

Buyer: \_\_\_\_\_ Date

**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER**

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer:  12/3/14  
Date

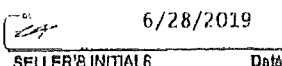
Buyer: \_\_\_\_\_ Date

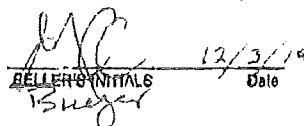
**3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT**

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

Buyer: \_\_\_\_\_ Date

Buyer: \_\_\_\_\_ Date

SELLER'S INITIALS:  6/28/2019  
Date

SELLER'S INITIALS:  12/3/14  
Date

Form 21  
Residential Purchase & Sale Agreement  
Rev. 7/19  
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
## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

*Continued*

- i. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Listing Broker, or at the licensed office of Listing Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Listing Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement, or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeror and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply.
- i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.

 11/27/19  
Buyer's Initials Date

Buyer's Initials Date

 11/27/2019  
Seller's Initials Date

Seller's Initials Date



Exhibit B to  
Memorandum of Agreement for Acquisition of Property  
Forterra Rates

Rate Schedule

Position	Rate
President	\$250
VPs, CFO and Legal	\$225
Vertical Directors/Managing Directors	\$175
Other Directors, Program Mgrs., Sr. Project Mgrs.	\$150
Executive Assistants	\$125
Project Managers	\$115
Senior Project Associates	\$100
Project Associates & Fellows	\$90

## RESOLUTION NO 1816

### A RESOLUTION OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING AN INTERFUND LOAN FROM THE SEWER CAPITAL FUND TO THE STRATEGIC OPPORTUNITY FUND IN AN AMOUNT UP TO \$1,300,000 AND PROVIDING REPAYMENT PROVISIONS

**WHEREAS**, the City of Lake Forest Park is purchasing real property located at 17345 and 17347 Beach Drive NE (the "Lake Front Property") from Forterra NW for park purposes; and

**WHEREAS**, the City will receive two State grants, the Department of Commerce and the Recreation and Conservation Office grants ("State Grants"), for the Lake Front Property as reimbursement of City acquisition costs; and

**WHEREAS**, an interfund loan from the Sewer Capital Fund is necessary to assist the Strategic Opportunity Fund with a temporary cash flow need; and

**WHEREAS**, the Sewer Capital Fund has sufficient funds available to cover the cash flow needs of the Strategic Opportunity Fund for a necessary, short term interfund loan as authorized herein; and

**WHEREAS**, the interfund loan will be repaid with interest immediately upon receipt of the State Grants;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AS FOLLOWS:**

Section 1. Interfund Loan Authorized. A loan in an amount up to \$1,300,000 is hereby authorized from the Sewer Capital Fund to the Strategic Opportunity Fund. The loan shall be repaid in full plus interest from the Strategic Opportunity Fund, upon the receipt of the State Grants. Interest shall be paid at the rate of the current Local Government Investment Pool (LGIP) interest rate.

Section 2. Finance Director Authorized to Act. The Finance Director is authorized to transfer funds from the Sewer Capital Fund to the Strategic Opportunity Fund as authorized by Section 1 of this Resolution for the purpose of this interfund loan. The Finance Director is authorized and directed to repay the borrowed monies, plus interest, as required in Section 1.

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 4<sup>th</sup> day of November, 2021.

APPROVED:

  
\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Evelyn Jahed  
City Clerk

FILED WITH THE CITY CLERK: October 8, 2021  
PASSED BY THE CITY COUNCIL: November 4, 2021  
RESOLUTION NO.: 1816



**RESOLUTION NO 1820****A RESOLUTION OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND FORTERRA NW FOR THE CITY'S PURCHASE OF TWO LAKE FRONT PARCELS FOR PARK PURPOSES**

**WHEREAS**, the City Council approved a Memorandum of Agreement ("MOA") with Forterra Northwest ("Forterra") on December 12, 2019, for the future purchase of real property located at 17345 and 17347 Beach Drive NE (the "Lake Front Property") for park purposes; and

**WHEREAS**, the MOA gave the City two years to close the purchase upon the terms detailed in the MOA including price and an interim lease by the City; and

**WHEREAS**, the City has now obtained all the funding for the purchase of Lake Front Property from the City's Strategic Opportunity Fund, State grants, King County levy funds, and King County conservation futures funding;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AS FOLLOWS:**

Section 1. Authorization. The City Council of the City of Lake Forest Park authorizes the Mayor to execute the Purchase and Sale Agreement with Forterra NW for the Lake Front Property attached as Exhibit A, along with any other necessary and required documentation to close the sale, and expend the funds necessary to close the sale.

Section 2. Effective Date. This Resolution shall take effect immediately upon passage.

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of scriveners/clerical errors, references, resolution numbering, section/subsection numbers and any reference thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 4<sup>th</sup> day of November, 2021.

APPROVED:

  
\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Evelyn Jahed  
City Clerk

FILED WITH THE CITY CLERK: October 29, 2021  
PASSED BY THE CITY COUNCIL: November 4, 2021  
RESOLUTION NO.: 1820

**EXHIBIT A**  
**(to Resolution 1820)**  
**PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT ("Agreement"), dated as of the 1<sup>st</sup> day of November, 2021, is entered into by and between FORTERRA NW, a Washington nonprofit corporation ("Seller"), and the CITY OF LAKE FOREST PARK, a municipal corporation and political subdivision of the State of Washington ("Buyer"). Buyer and Seller are hereafter referred to individually as "Party" and collectively as the "Parties."

**RECITALS**

**A.** Seller and Buyer entered into that certain Memorandum of Agreement for Acquisition of Property, effective December 12, 2019, the terms of which are incorporated herein by this reference (the "MOA"), relating to certain real property in the City of Lake Forest Park, King County, Washington, more particularly described on Exhibit A, attached hereto (the "Land"), which was purchased by Seller on January 23, 2020.

**B.** Seller and Buyer entered into that certain Lease Agreement with respect to the Land pursuant to which Buyer has been leasing the Land since it was acquired by Seller, the terms of which are incorporated herein by this reference (the "Lease"). The Lease shall terminate effective upon Closing (as defined below).

**C.** Seller desires to sell the Property (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller, all subject to the terms and conditions set forth in the MOA and this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, intending to be legally bound, for good and valuable consideration, including the mutual covenants and promises of the Parties, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**1. PROPERTY.** The "Property" subject to this Agreement includes the Land together with:

**a.** All rights, privileges and easements appurtenant to the Land, including without limitation: all minerals, oil, gas and other hydrocarbon substances on or under the Land; all development rights, air rights, and water rights relating to the Land; any and all easements, rights-of-way, rights of ingress or egress or other interest in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Land; all rights to utilities serving the Land; and all other appurtenances used in connection with the beneficial use and enjoyment of the Land;

**b.** All buildings upon and other improvements appurtenant to the Land;

and

**c.** All of Seller's rights, titles and interests in and to any tangible personal property located on and/or used in connection with the operation of the Land.



Notwithstanding the foregoing, in no event shall the Property include any real or personal property other than what was acquired by Seller pursuant to the Residential Real Estate Purchase and Sale Agreement included as Exhibit A to the MOA.

**2. PURCHASE; CONDITION OF PROPERTY.** Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement. Buyer acknowledges that prior to Closing (as defined below), Buyer shall have inspected the Property and furthermore shall have been occupying the Property pursuant to the Lease and therefore is more knowledgeable than Seller as to the Property. Buyer will be purchasing the Property in its present condition, "AS IS AND WITH ALL FAULTS." As of the date of this Agreement and as of Closing, Buyer agrees that Seller has made and will have made no representations or warranties or agreements of any kind or nature whatsoever regarding any aspect of the Property, except as provided in this Agreement and in the Deed (as defined below).

**3. PURCHASE PRICE AND ADDITIONAL AMOUNTS.**

**3.1. Amount.** The purchase price ("Purchase Price") for the Property shall be Five Million Dollars (\$5,000,000). In addition to the Purchase Price, Buyer shall pay Seller the amounts provided for in Section 4(b) of the MOA (the "Additional Amount"). Seller acknowledges that Buyer has previously paid Seller the Conservation Fee provided for in Section 4(b)(iv), a portion of the interest accrued on Seller's Financing costs in Section 4(b)(ii), and property taxes in Section 4(b)(iii). Seller shall provide Buyer with an itemization of the Additional Amount at least five (5) days prior to Closing.

**3.2. Payment.** The Purchase Price and Additional Amount shall be paid in immediately available funds (i.e., available on the Closing Date).

**3.3 Earnest Money.** No Earnest Money is being required of Buyer.

**4. TITLE.** Title to the Property shall be insurable by a 2006 ALTA Owner's Standard Coverage Policy in the amount of the Purchase Price (the "Title Policy") to be issued by First American Title Insurance Company or Chicago Title Insurance Company (the "Title Company" or "Escrow Holder"), subject only to the Permitted Exceptions (as defined below). The "Permitted Exceptions" means the Exceptions from Coverage specified in the title insurance policy issued by the Title Company to Seller at the time Seller acquired the Property, Policy Number 5011453-3340848, the terms of which are incorporated herein by this reference, excluding the Deed of Trust/Mortgage referred to in Paragraph 15 of Part Two thereof, and updated to reflect current General taxes and assessments. It shall be a condition of Closing that all requirements for issuance of the Title Policy shall have been satisfied or waived by the Title Company and the Title Company shall be prepared to issue the Title Policy, on the standard form in use in the State of Washington, in the full amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property subject only to Permitted Exceptions and others approved by Buyer in writing.

**5. DELIVERIES TO ESCROW HOLDER.**

**5.1. By Seller.** Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

**a. Deed.** A Bargain and Sale Deed warranting only against persons claiming by, through or under Seller and subject only to the Permitted Exceptions, but otherwise in form and substance reasonably satisfactory to Buyer and the Title Company, duly executed and acknowledged by Seller (the "Deed").

**b. FIRPTA Affidavit.** A certificate duly executed by Seller evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

**c. Certificates of Authority.** Such certificates as are necessary or reasonably required by Buyer or the Title Company to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Seller.

**d. Excise Tax Affidavit.** A real estate excise tax affidavit signed by Seller or its agent reasonably satisfactory to the Title Company (the "Tax Affidavit").

**5.2. By Buyer.** Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

**a. Closing Funds.** Cash by federal funds, wire transfer or cashier's check in the amount necessary to pay the Purchase Price, Additional Amount and Buyer's share of Closing costs.

**b. Excise Tax Affidavit.** The Tax Affidavit signed by Buyer or its agent.

**c. Certificates of Authority.** Such certificates as are necessary or reasonably required by Seller or the Title Company to evidence the authority of Buyer and its signatories to execute the instruments to be executed by Buyer in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Buyer.

## **6. CLOSE OF ESCROW.**

**6.1. Time.** The close of escrow (the "Closing") shall occur at the offices of Escrow Holder on a date on or before December 31, 2021 that is agreed to by Buyer and Seller (the "Closing Date").

**6.2. Procedure.** Escrow Holder shall proceed with Closing as follows:

**a.** Obtain the release of the Property from any liens that are not included in the Permitted Exceptions.

**b.** Pay applicable real estate transfer excise taxes, record the Deed, and complete the prorations.

**c.** Issue and deliver the Title Policy to Buyer.

d. Deliver to Buyer any other documents deposited by Seller into Escrow that are intended for Buyer.

e. Deliver the Purchase Price and Additional Amount less amounts applied as provided in Section 6.2(a) above, to Seller.

f. Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each Party and copies of all executed and recorded or filed documents deposited into escrow, with such recording and filing date endorsed thereon.

**6.3. Incorporation of Escrow Instructions.** This Agreement shall serve as escrow instructions. The Parties shall execute additional escrow instructions if required by Escrow Holder provided that such additional escrow instructions shall not change the terms of this Agreement without mutual agreement of the Parties.

**6.4. Closing Costs and Prorations.**

a. **Closing Costs.** Buyer agrees to pay all Closing costs including, without limitation: (A) all state, county and local documentary transfer taxes, including any Washington state real estate excise tax, (B) the premium for the Title Policy; (C) recording fees; and (D) any escrow fee.

b. **Property Taxes.** The Property has been determined exempt from property taxes.

**6.5. Possession.** Buyer presently has possession of the Property pursuant to the Lease and will remain in possession at and after Closing.

**7. BROKERAGE.** Each Party represents and warrants to the other Party that it has not retained any firm or broker and further that no broker and no finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that Party with respect to the other Party or the Property. Each Party shall indemnify, defend and hold the other Party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying Party's actions. The obligations of the Parties under this Section shall survive the termination of this Agreement.

**8. CASUALTY.** The rights and obligations of the Parties shall not be changed as a consequence of any casualty to the Property prior to Closing. If and only if Closing shall occur, any insurance proceeds realized from any casualty shall be paid to Buyer.

**9. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**9.1. Seller's Representations, Warranties and Covenants.** Seller, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

a. **Agreements to Transfer or Encumber.** Seller has neither committed nor obligated itself in any manner whatsoever to sell, lease or encumber the Property or any interest therein to any person or entity other than Buyer.



**b. Bankruptcy, Etc.** Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor, to Seller's knowledge, has any such petition been filed against Seller; no general assignment of Seller's property has been made for the benefit of creditors, and no receiver, master, liquidator or trustee has been appointed for Seller or any of its Property.

**c. Litigation.** Seller has received no notice of, and there is not pending or to Seller's actual knowledge threatened, any actions, suits, proceedings, orders, administrative proceedings or investigations pending or to Seller's knowledge threatened against or affecting Seller or the Property, which might materially and adversely affect Seller's ability to execute or perform its obligations under this Agreement.

**d. FIRPTA.** Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

**e. Good Standing and Due Authority.** Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligations enforceable against Seller in accordance with their terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Seller is subject.

**9.2 Buyer's Representation.** Buyer, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

**a. Good Standing.** Buyer is a Washington municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington.

**b. Due Authority.** Buyer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation under this Agreement and the transactions contemplated by this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and constitute the Buyer's legal, valid and binding obligations enforceable against Buyer in accordance with their terms. The consummation by Buyer of the purchase of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Buyer is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Buyer is subject.

**10. SURVIVAL.** The covenants, agreements, representations, warranties made in this Agreement, and the remedies and indemnities provided for in this Agreement, shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire integrated agreement of the Parties, including all of the covenants and conditions between the Parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

**12. DEFAULT; REMEDIES.**

**12.1. Buyer's Remedies.** This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the Parties. Consequently, if Seller breaches or defaults under this Agreement, Buyer shall have, as its exclusive remedy, the right either to: (i) require specific performance of this Agreement; or (ii) terminate this Agreement..

**12.2. Seller's Remedies.** If Buyer fails, without legal excuse, to complete the purchase of the Property for any reason except failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, may terminate this Agreement.

**12.3 Impact of Termination.** The termination of this Agreement shall be without prejudice to the rights and obligations of the Parties under the MOA and Lease or the rights and obligations of the Parties under Sections 7 and 12.4. Otherwise, upon termination of this Agreement, neither Party shall have any further rights or obligations hereunder.

**12.4 Attorneys' Fees.** If either Party brings an action or other proceeding against the other Party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other Party, and in the event any judgment is obtained by the prevailing Party all such costs and attorneys' fees shall be included in the judgment.

**13. NOTICES.** All notices required to be given pursuant to the terms hereof are required to be in writing and shall be either delivered personally, deposited in the United States mail, certified mail, return receipt requested, postage prepaid, sent by facsimile so long as receipt is confirmed, sent by email so long as receipt is confirmed, and addressed to the addresses listed below with copies to the Parties listed after such address:

**BUYER**

City of Lake Forest Park  
17425 Ballinger Way NE  
Lake Forest Park, WA 98158  
Attn: City Administrator  
phill@ci.lake-forest-park.wa.us

**SELLER**

Forterra NW  
PO Box 4189  
Seattle, WA 98194  
Attn: Joe Sambatero

jsambatero@forterra.org

The foregoing addresses may be changed by notice to the other Party as provided herein. Mailed notice properly given shall be deemed received four (4) days after deposit in the mail. Facsimile transmission of any signed original document or notice, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either Party or the Escrow Holder, the Parties will confirm facsimile transmitted signatures by signing an original document.

**14. PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**15. WAIVERS.** No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

**16. CONSTRUCTION.** Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a Business day, the action shall be taken on the next succeeding Business day.

**17. TIME.** Time is of the essence for every provision of this Agreement. As used in this Agreement, the term "Business Days" refers to Monday – Friday other than legal holidays in the State of Washington.

**18. FORCE MAJEURE.** Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party who is obligated to render performance (but excluding financial inability to perform, however caused). A Party desiring to assert force majeure is required to promptly notify the other Party of the event upon which the assertion will be based and thereafter provide the other Party with such information regarding the event and its duration as the other Party may reasonably request.

**19. SUCCESSORS.** Neither Party may assign this Agreement without the prior written consent of the other Party. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

**20. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

**21. RECITALS AND EXHIBITS.** The Recitals and Exhibits are incorporated into this Agreement by this reference.



**22. COUNTERPARTS.** This Agreement may be signed in counterparts, any of which shall be deemed an original. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

**SELLER:**

FORTERRA NW

By: \_\_\_\_\_

Name: Michelle Connor

Title: President

Date: \_\_\_\_\_, 2021

**BUYER:**

CITY OF LAKE FOREST PARK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2020

**EXHIBIT LIST**

**A**      Legal Description

**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL A:**

THE NORTH 59.45 FEET OF THE SOUTH 239.45 FEET OF LOT 1 IN BLOCK 2, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE SECOND CLASS SHORELANDS AS SHOWN IN SAID PLAT, ADJACENT THEREOF.

**PARCEL B:**

THE NORTHEASTERLY 80 FEET OF THE SOUTHWESTERLY 180 FEET OF LOT 1, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF BEACH DRIVE, IN BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

APN: 403010-0035-03 and 403010-0040





RESOLUTION NO. 23-1902

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT BETWEEN DCG-WATERSHED AND THE CITY OF LAKE FOREST PARK FOR CONSULTANT SERVICES FOR THE LAKEFRONT IMPROVEMENTS DESIGN, ENGINEERING, ENVIRONMENTAL REVIEW, AND PERMITTING PROJECT

**WHEREAS**, promoting community vitality and a healthy environment are goals of the Lake Forest Park City Council’s Strategic Plan; and

**WHEREAS**, adding public water access for residents is a top priority of the City’s Parks, Recreation, Open Space, & Trails Plan; and

**WHEREAS**, the City acquired real property in November 2021 located at 17345 & 17347 Beach Dr. NE for future use as a public park and open space with recreation elements and access to the water (“Lakefront park lots”); and

**WHEREAS**, the City finds that DCG-Watershed is qualified and experienced in preparing the desired improvement design, engineering, environmental review, and permitting for the Lakefront park lots; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AGREEMENT APPROVAL . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project attached hereto as Attachment A.

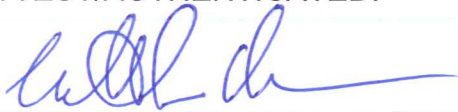
Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 22<sup>nd</sup> day of June, 2023.

APPROVED:

  
\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Matthew McLean

FILED WITH THE CITY CLERK: June 2, 2023  
PASSED BY THE CITY COUNCIL: June 22, 2023  
RESOLUTION NO.: 23-1902

**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT**

**Agreement Title: Consultant Services with DCG-Watershed for the  
Lakefront Improvements Design, Engineering, Environmental Review,  
and Permitting Project**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **DCG-Watershed** (the "Consultant"), a Washington corporation, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Consultant Business: DCG/Watershed Inc.

Consultant Address: 9706 4th Ave NE, Suite 300, Seattle, WA 98115

Consultant Phone: (425)650-1332

Consultant Fax: (425)827-8136

Contact Name Amber Mikluscak

Consultant e-mail: amikluscak@dcgwatershed.com

Federal Employee ID No.: 91-1364393

Authorized City Representative Jeffrey Perrigo, Director of Public Works  
for this contract:

**WHEREAS**, the City desires to prepare improvements design, engineering, environmental review, and permitting for the City's Lakefront Park Project; and

**WHEREAS**, public convenience and necessity require the City obtain the services of a consultant with experience to perform this work; and

**WHEREAS**, the City finds that DCG-Watershed is qualified and experienced in preparing the desired improvement plans and other required work;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental, and Permitting Project ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Amber Mikluscak. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than July 1, 2024, unless the completion date is extended in writing by the



City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

## **2. Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed Two Hundred and Seventy-Three Thousand and Nine Hundred and Fifty-Nine Dollars (\$273,959.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibits A and B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

## **3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall send electronically to Cory Roche, Environmental and Sustainability Specialist [croche@cityofflp.gov](mailto:croche@cityofflp.gov) its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

**4. Work Product.** The Consultant shall submit all reports and other documents specified in Exhibits A and B according to the schedule established in Exhibits A and B. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

**5. Termination of Contract.** City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

**6. Assignment of Contract – Subcontractors.** Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

**7. Indemnification.** To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims

arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

#### **8. Insurance.**

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

**9. Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

**10. Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

**11. Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

**12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

**13. Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

**14. Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.



**15. Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

**16. Modification of Agreement.** This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

**17. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

**18. Notices.**

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park  
Attn: Cory Roche, Environmental and Sustainability Specialist  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

B. Notices to the Consultant shall be sent to the following address:

DCG-Watershed  
Attn: Amber Mikluscak, Principal, director of Landscape Architecture

**19. Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

**20. Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the City and Consultant have executed this Agreement as of the date first above written

<b>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</b>	
<b>CITY OF LAKE FOREST PARK WASHINGTON</b>	<b>DCG-WATERSHED</b>
By: _____ Jeff Johnson, Mayor	By _____ Typed/Printed Name:
Date _____	Its _____ Date: _____
<b>ATTEST:</b>	
Matthew McLean, City Clerk Date: _____	

APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney	
Date: _____	

LAKE FOREST PARK LAKEFRONT IMPROVEMENTS  
CITY OF LAKE FOREST PARK

# SCOPE OF WORK

## Project Overview

The City of Lake Forest Park (City) has retained DCG/Watershed and its teaming partners (Consultant) for “Lakefront Improvements Design, Engineering, Environmental, and Permitting” (Project) located at 17345 and 17347 Beach Dr SE (parcel 4030100035, 0040), Lake Forest Park. The Project is intended to improve public waterfront access through the transition of a newly acquired single-family residential parcel into a public waterfront park. The Project is adjacent to an existing park, Lyon Creek Waterfront Preserve Park. Work is anticipated to extend across the parcel line into the existing park to create an integrated recreational program and park experience for the City and park users. Work is anticipated to include improvements to Beach Dr SE to provide safe bicycle and pedestrian connections to the Burke Gilman Trail and the SR522 intersection.

This contract outlines the initial phase of the Project, hereafter referred to as Phase 1, which will include predesign services, concept design of up to three alternatives, preferred design selection, and schematic design for the preferred concept.

## Program

The site program may include the following elements: waterfront access improvements, such as docks, floats, and/or boardwalks; traffic control and safety improvements, such as crosswalks and sidewalk connections; streetscape improvements, and/or parking and drop-off area; pedestrian facilities, such as paths and trails; shoreline enhancements, such as restoration, revegetation, and/or earthwork; landscape improvements, including hardscapes, planting, and site furnishings; critical area protection and mitigation; and, demolition and renovation of existing structures.

## Project Team

The project team will include the following sub-consultants: Johnston Architects (architecture); Transportation Solutions, Inc., (traffic design and engineering); APS Survey & Mapping, Inc., (land surveying); HWA Geosciences, Inc., (geotechnical engineering); Elcon Associates, Inc., (electrical engineering); and DCW Cost Management (cost estimation).

## Project Schedule

The City does not yet have a target date for project completion. The City and Consultant proposed the following timeline for Phase 1 of the Project. A detailed timeline including project milestones and delivery dates will be provided at the beginning of the Project Work. The timeline for subsequent work phases will be refined at the end of Phase 1 and will be contingent on funding availability.

### Phase 1: Predesign, Concept Design Alternatives, Schematic Design (±12 months, June 2023 – May 2024)

- Predesign – 14 weeks
- Concept Design and Alternatives Analysis – 12 weeks
- Preferred Design Selection – 12 weeks
- Schematic Design – 12 weeks



**Lake Forest Park Lakefront Improvements****Scope of Work**

DCG/Watershed | 230336

June 23, 2023

*Future Phases (Not in Contract): Design Development, Construction Documentation, Construction Administration, Post Occupancy/Site Commissioning (June 2024 and beyond, estimates are approximate, timeline is contingent on funding, permitting, and outcome of Phase 1 work)*

- *Design Development – 4 months*
- *Construction Documentation and Permitting – 9 months*
- *Bid Support and Coordination – 2 months*
- *Construction - 6 months*
- *Post Occupancy/Site Commissioning – 12 months*

## Scope Summary

The Consultant anticipates providing the following Work elements under this Scope:

- Project management
- Predesign and Schematic Design services, including the following design specialties:
  - Landscape architecture
  - Architecture
  - Civil engineering
  - Marine engineering
- Preliminary technical guidance, including the following specialties:
  - Transportation engineering
  - Geotechnical engineering
  - Environmental planning and permitting
  - Arboriculture
  - Cost estimation
  - Surveying
- Stakeholder outreach and engagement
- *Future work anticipated as a contract supplement:*
  - Continued design services for the design specialties listed above, including:
    - Design Development, including Plans, Specifications, and Estimate (PS&E) at 30% and permit submittal
    - Construction Documentation, including Plans, Specifications, and Estimate (PS&E) at 60%, 90%, and 100%/Bid-ready
  - Detailed technical guidance for the specialties listed above
  - Construction Administration

## Work Performed by the City

Throughout the duration of the Project, the City will perform services, furnish information, and answer questions as necessary to guide and complete the Project. The following services will be performed by the City:

- Provide existing and available as-built plans, records, studies, geospatial or other data, or other materials or records that are applicable to or that may inform, guide, or accelerate the Work outlined in this Scope.

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- Provide accommodations as required for all stakeholder meetings throughout the life of this contract.
- Review and comment on all deliverables outlined in this Scope.
- Participate in meetings, reviews, and events as outlined in this Scope.

## General Assumptions

The following are general project assumptions for the Scope.

- Phase 1 tasks will be performed in succession as laid out in the detailed Project schedule. Delays in the Work completion may result in additional fees and services.
- If work conducted on the Project extends for a period of more than 18 months, hourly rates may be adjusted to reflect current rates.
- Changes in the detail of Work beyond what is described in this Scope will be made as requested by the City and authorized by amendment as extra work.
- Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.
- The Consultant will invoice the City on a monthly basis as Work is completed. If required, any special reporting of funds, such as may be required by State or Federal funding sources, will be handled entirely by the City.
- The City may supplement staffing needs with experts in particular subject matters to assist in the review process for all interim, draft, and final submittals. The experts will be an extension of City staff and will assist, as needed, in providing comments and the resolution of comment responses as part of the general review process for each submittal.
- All access permissions for completion of the Work will be obtained by the City.
- The Consultant is responsible only for meeting deadlines for their tasks and has no control over those portions of the schedule related to the tasks performed by the City or any third party that is retained by the City. The Consultant will work with the City to the greatest extent feasible to maintain the overall Project schedule.
- Imperial units will be used for all project documents.
- The City project manager shall compile and organize all comments received from City departments and other reviewers and provide them to the Consultant as a single cohesive document. Any conflicting comments shall be identified and reconciled by the City project manager prior to delivery to the Consultant.
- Review should be completed in a timely manner, in the duration as specified in the Project Schedule, in one cycle. Consultant is not responsible for delays in Project Schedule resulting from delays in review. During review periods, the Consultant may move forward on tasks that do not rely on review results.
- After the first round of review comments is closed, additional comments Consultant receives shall be considered as Consultant's additional efforts in communicating, interpreting, and addressing those comments and shall be addressed in the following tasks. Any extra work which is not in Scope and triggered by these additional comments will be through amended Scope.

## Exclusions

- Consultant services not specifically described in this Scope.

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- Cultural resources and archaeological services and investigations, however, these services can be added by amendment.
- Any Work in pursuit of green building certifications and/or credentials, however, these services can be added by amendment.
- Permitting fees and permit submittals, which are assumed to occur in a future contract phase.

## Scope of Work – Project Phase 1

The Work to be completed in Phase 1 is broken down into the following tasks for project reporting, billing, and accounting.

- Task 1 – Project Management
- Task 2 – Stakeholder Engagement
- Task 3 – Predesign
- Task 4 – Concept Design
- Task 5 – Schematic Design

### Task 1 – Project Management

This Task addresses administration of work from initiation to closure.

#### *Project Management Plan*

The Consultant will provide a Project Management Plan to direct and define the analysis and decision-making process required to complete the project. The plan will include these components:

- Project scope of work
- Project schedule
- Team roles, work assignments and organization
- List of team meetings needed for project coordination
- Communications protocols
- Required reporting for applicable grant funding
- Records management
- Change management and control procedures including Change Log
- Project safety plan
- Quality management plan
- Closeout of project
- Drafts of Consultant's standard templates for meeting agenda and summaries.

#### *Kick-off Meeting*

The Consultant will facilitate one (1) in-person or hybrid kick-off meeting with key members of the Consultant team and City staff. The kick-off meeting will cover project introductions, internal and external stakeholder identification, roles of key individuals and stakeholders (e.g., RACI analysis), review of project scope with limitations and exclusions, and goal setting.



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*Project Oversight and Reporting*

The Consultant project manager will provide direction to the Project team, including Subconsultants, and conduct Project coordination meetings with appropriate task leaders. The Consultant will coordinate execution of the Project and meet regularly with the City project manager and staff.

The Consultant will provide direction to the Subconsultants and review their work over the course of the Project. Monthly monitoring of the subconsultant's budget will occur over the course of the Project. Current status, as well as projections, will be developed. Consultant will monitor Subconsultant costs and budgets, and propose corrective actions, if necessary. This may include formal Scope and/or budget modifications which would require City approval in advance.

The Consultant's project manager will monitor the Project planned budget versus actual progress. Consultant will prepare and submit an invoice and brief progress report monthly that reflects progress over the previous billing period and anticipated activities over the next billing period. The monthly progress report will include: a summary of any identified variances from the budget and schedule, reason(s) for the variance, and proposed corrective action(s). New Project Changes will be noted. The Consultant will update to the Project delivery schedule, as changes occur. Project schedule tasks and milestones shall be consistent with the task and deliverables described in the Scope.

The Consultant will provide Quality Assurance / Quality Control (hereafter as QA/QC) in accordance with the Consultant's in-house QA/QC Plan and modified as needed to meet Project specific requirements. The Consultant is responsible for adhering to the QA/QC procedures for all phases of body of work that include but not limited to: computer modeling assumptions, input and output files, analysis approach, design calculations, reports, plans, specifications, and cost estimates; and pertinent information on an ongoing basis. The task entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format; and documents that the overall Project objectives are being fulfilled.

*Assumptions:*

- Internal project team coordination meetings will be held on a bi-weekly basis during Project duration. These meetings will be in addition to the coordination meetings held with the City.
- The Consultant project manager will maintain a reserve to accommodate additional quarterly meetings, either digital or in-person, with the principal-in-charge and City project manager, if needed.
- The Consultant project manager and the City project manager will confer on project progress via telephone on a biweekly basis for the duration of the Project.
- Consultant invoices will include a summary with a breakdown of hours, tasks, and descriptions of work completed.
- As part of the biweekly calls with the Consultant project manager and City project manager, the Consultant will check in on quality management to ensure product quality aligns with City's expectations, identifying and making corrective action(s), if needed.

*Deliverables:*

- Project Management Plan

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- Kick-off meeting with key members of Consultant Team and City staff
- Biweekly meetings with City project manager
- Monthly invoices and Progress Reports, including summary of biweekly meetings, emailed to the City in electronic (PDF) format.
- Monthly updates to Project delivery schedule in electronic (PDF) format.

## Task 2 – Stakeholder Engagement

This Task address communication and engagement with stakeholders external to the Project Team to be identified in the kick-off meeting.

### *Stakeholder Engagement Plan*

Building off the stakeholder discussion from the kick-off meeting, the Consultant will develop a Stakeholder Engagement Plan that outlines goals for who, when, why, and how stakeholders will be engaged. The plan will reference milestones in the Project Schedule and will outline stakeholder engagement responsibilities and expectations for both the Consultant and City staff. The plan will be submitted for review and approval by the City. Once approved, the Stakeholder Engagement Plan will serve as primary outline for collaborative stakeholder engagement through the duration of the current Project phase.

### *Engagement Website*

The Consultant will design, build, and host a public-facing website for the duration of the current Project phase. The website will serve as an online headquarters for the public to access project information, participate in virtual engagement activities, and register for or review materials from public engagement events.

As necessary, the Consultant will request input from the City on critical information for website establishment, such as desired URL, graphics and branding, content, and imagery. A draft of the website will be shared with City for review prior to launch. The Consultant will add the City project manager or other City staff, if requested, as co-editors of the website. After website setup and launch, the Consultant will provide monthly website updates for the duration of the current Project phase.

### *Stakeholder Meetings*

In collaboration with the City and in accordance with the Stakeholder Engagement Plan, the Consultant will participate in the following meetings with external stakeholders through the duration of the current Project phase:

- **Direct engagement meetings (up to 16 hours across all staff, including travel):** Members of the Consultant Team will support the City in the direct engagement of individual stakeholders or members of specific stakeholder groups. These meetings are anticipated to be informal small group meetings of 1-4 stakeholders. Direct engagement meetings may be held in-person or virtually as resources allow. Direct engagement meetings will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be referenced at direct engagement meetings. Consultant will provide an informal summary of talking points or discussion highlights following each meeting.



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- **Community Event Support (up to 12 hours across all staff, including travel):** Members of the Consultant Team will support the City at in-person pre-planned community events, such as farmers markets, concerts, picnics, or similar, occurring outside of working hours, including on weekends, as staffing and budgetary resources allow. Community event support will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be used for community events. If requested by the City, existing materials can be enlarged or reprinted for use at community events; such expenses will be billed at cost. Feedback received at community events will be collected, documented, and compiled by City staff. Consultant will not provide notes or summaries following community events.
- **Community Charrettes (2):** The Consultant will support the City in the planning and facilitation of two design charrettes for community members occurring in-person and outside of working hours, but not occurring on weekends. Select members of the Consultant Team representing design or technical specialties with direct relevance to the planned focus of each community charrette discussion will be in attendance. The Consultant will prepare and provide materials necessary for successful meeting implementation, such as graphics, presentations, engagement exercises, and hardcopy collateral. All materials and supplies will be billed at cost; as possible and feasible, the City may provide materials and supplies for use at community meetings. Feedback received at community charrettes will be collected, documented, and compiled by the Consultant. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each community meeting.
- **Official Meetings (7):** The Consultant will support the City at a total of seven (7) pre-scheduled official meetings occurring in-person during and outside of working hours, but not occurring on weekends. Official meetings are assumed to include up to five (5) meetings of the Parks and Recreation Board and up to three (3) meetings of the City Council to achieve a total of 7 official meetings. Official meetings will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be compiled for reference or presentation at official meetings. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each official meeting.

*Reserve Funds for Other Consultant Services*

To advance the design work, other subconsultants representing critical interests may be engaged to support the Project on a recurrent basis. As feasible, the Consultant will endeavor to compensate these entities for their commitment of time and resources. Other subconsultants may be engaged to provide input or contributions such as:

- Participation in coordination meetings or calls.
- Review of existing design concepts to advise on potential concerns and issues.
- Advise on sensitive design themes and motifs, such as cultural or indigenous topics, calling out critical concerns and red flag issues.
- Contribute to interpretive messaging or themes.
- Contribute supplemental design ideas, such as sketches, images, or guidance.



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**Assumptions:**

- Stakeholder engagement will be a collaboration between Consultant and City staff. Where required or as requested, essential activities, such as scheduling, promotions, printing and mailing, accessibility accommodations, translation services, and direct stakeholder outreach will be led by the City. Attendance and facilitation will be performed jointly by Consultant and City staff, as appropriate. Production of stakeholder engagement materials, including graphics and digital format materials, will be led by the Consultant.
- Consultant stakeholder engagement activities will be limited to the level of effort represented in the Project budget.
- Website hosting fees and maintenance will be expensed to the project budget and will be covered for a term of twelve (12) months from project beginning. At Project completion and at the City's request, website and domain ownership will be transferred to the City.
- Social media and email promotions will be handled by the City using the City's existing accounts. No new or custom social media accounts, email accounts, or campaigns will be performed by the Consultant unless explicitly stated above; however, the Consultant may repost or cross post Project promotions to its existing social media accounts.
- The Consultant will endeavor to have certain staff members present at specific engagement events; however, based on individual staff commitments and schedules, some substitution of staff may occur. If alternate staff are in attendance, they will be qualified to speak about relevant design or technical issues, and they will be up-to-speed on Project status and issues.

**Deliverables:**

- Stakeholder Engagement Plan
- Engagement website, including setup plus twelve (12) months of maintenance and hosting
- Stakeholder meetings, as described above

**Task 3 – Predesign**

This Task address assessment of site conditions and compilation of background materials to constitute a design basis for subsequent work.

**Data Collection and Field Verification**

The Consultant will construct a base map that will inform Predesign and Schematic Design work products. The City will provide for use by the Consultant all relevant reports, studies, plans, and surveys pertinent to the Project, including, but not limited to: as-built drawings, critical areas report, cultural resources assessment, grant applications, Environmental Assessment, surveys, and geospatial data.

The Consultant will conduct site visit(s) to verify the information shown in the existing documents. As necessary to convey the current site conditions, Consultant will document additional or missing information through photography (aerial or on-site), supplemental technical study, or other means. Consultant will confirm existing wetland, stream, and lakeshore critical area boundaries and ratings, and, if necessary, Consultant will re-delineate features that may have buffers affecting the Work area.

*Reserve Services for Technical Specialties*

During the course of the Phase 1 Work, certain technical specialties may be engaged on an as-needed on-call basis. Services requested of technical specialties may include, but are not limited to:

- Review of existing discipline-specific data and advise on potential concerns and issues.
- Participation in coordination meetings or calls.
- Advise on design concepts, calling out critical concerns and red flag issues during concept design.
- Contribute summary information to support documentation.

If supplemental technical studies are determined by the City and Consultant to be critical to the advancement or completion of the Phase 1 Work, the Consultant will notify the City in writing (via email) of the intent to access budget reserves. Each request will be accompanied by a level of effort estimate. If a requested task exceeds the budget reserve for that technical specialty, the Consultant will furnish a detailed fee proposal for City review, and, if approved, will submit a formal contract amendment for respective additional fee. Technical reserves are allocated as noted for the following technical specialties:

- Arborist - \$4,500
- Cultural Resources - \$10,000
- Electrical Engineering - \$5,000
- Geotechnical Engineering - \$5,000
- Hazardous Materials - \$10,000
- Survey - \$10,000
- Traffic Engineering - \$7,000
- Other consultant services - \$5,000

*Site Analysis*

The Consultant will conduct a thorough site analysis to gain a comprehensive understanding of the project site, its surrounding context, the regulatory context for the project site and proposed program, as well as the Stakeholders involved in the project. Site analysis will include the following:

- Review and compile existing data and documentation related to the project site, including previous studies, surveys, reports, and any available historical records. This includes a brief site reconnaissance to evaluate streams/wetlands on the existing park property and to screen for wetlands on the two newly acquired adjacent residential properties. Reconnaissance findings will be incorporated into the existing conditions memo.
- Analyze existing site plans, topographic maps, aerial imagery, and GIS data to gain an understanding of the site's physical characteristics, including vegetation, critical areas, infrastructure, etc.
- Collect and analyze publicly available data, such as demographic information, land use maps, zoning regulations, and transportation networks, to assess the site's context within the surrounding area.



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- Evaluate relevant geotechnical reports, soil surveys, and environmental studies to identify any potential constraints or opportunities related to soil conditions, contamination risks, or natural resource preservation.
- Utilize existing data on hydrological patterns, flood zones, and shoreline erosion to assess the site's vulnerability to natural hazards.

**Conduct Regulatory Review:**

- Identify and review local, state, and federal regulations and guidelines applicable to the Project development.
- Assess zoning ordinances, building codes, and land use regulations specific to the project site.
- Review relevant building, fire, energy, seismic codes etc., and safety regulations relevant for potential adaptive reuse of existing structures.
- Research and identify any specific permits or approvals needed for Project development.

**Evaluate Grant Requirements:**

- Review the terms and conditions of the grant agreement to understand the specific requirements and obligations associated with the grant.
- Determine the specific deliverables and outcomes expected by the grant funder and develop a plan to meet those requirements.
- Review any specific performance metrics or evaluation criteria outlined in the grant agreement and establish a system for tracking and reporting progress.
- Identify any grant-specific restrictions or limitations that may impact the Project.
- Collaborate with the City to ensure all project activities align with the grant requirements and goals and make any necessary adjustments.

**Stakeholder Analysis:**

- Conduct stakeholder identification and mapping to identify key stakeholders relevant to the Project. Analyze publicly available demographic and socioeconomic data to understand the characteristics and needs of the surrounding community, considering factors such as population density, income levels, and recreational preferences.
- Identify relevant governing bodies including federal, state, and local agencies that will be involved in the Project.
- Research and analyze property ownership records to understand the ownership structure and boundaries of adjacent properties.
- Identify community organizations, such as neighborhood associations, civic groups, or nonprofit organizations, neighboring businesses, and institutions to inform strategies listed in Task 2.
- Review and analyze past stakeholder input, including meeting summaries, survey results, and feedback received to identify common themes, and understand their perspectives and concerns, to inform the Project design and decision-making process.

**Predesign Workshop (1)**

The Consultant will facilitate a Predesign Workshop bringing together the core design and technical team, along with members of the City Council and Parks and Recreation Board and select stakeholders, to engage in a collaborative session aimed at exploring project requirements, goals, vision, constraints,



opportunities, and initial ideas. The purpose of the predesign workshop is not to develop design ideas, but rather to identify the boundaries of the project so as to create a framework for meaningful public engagement. The outcome of the predesign workshop will inform the development of messaging and interactive exercises that can be used to engage community members in thoughtful design discussions. The Consultant will document the outcomes of the workshop and provide a summary memo outlining key findings, decisions, and actionable next steps for the project team to further refine and progress the Project vision. The Consultant will:

- Facilitate a 3 hour, in person, workshop with the core design and technical team, along with key stakeholders, to gather input and insights for the Project.
- Define the workshop objectives, ensuring that the session focuses on identifying project requirements, goals, vision, constraints, opportunities, and initial ideas.
- Prepare workshop materials, including presentation slides, exhibits, and discussion prompts, to guide the session and encourage active participation.
- Conduct a brief project overview presentation, providing background information, context, and any existing project materials to ensure all participants have a shared understanding of the project.
- Facilitate discussions to allow participants to share their perspectives, ideas, and aspirations for the Project, encouraging active listening and collaboration among team members.
- Facilitate discussions around project constraints and challenges and any unique opportunities or strengths of the project site that can be leveraged to enhance the design and functionality of the Project.
- Facilitate discussions to illuminate the Project's goals and vision, considering factors such as user experience, sustainability, community engagement, and desired amenities.
- Capture and document the key findings, insights, and decisions made during the workshop, ensuring that all ideas, concerns, and opportunities are recorded for future reference.
- Summarize the workshop outcomes and prepare a workshop memo highlighting the key findings, decisions, and actionable next steps for the design and development process.

#### Assumptions:

- The City will provide the available existing information in electronic working file formats (Word, Excel, DWG, JPG, SHP, etc.) as feasible. All other information can be provided in electronic PDF format.
- A budgetary reserve is identified for supplemental technical study, if required in Phase 1. No additional technical studies will be required for Phase 1. Budgetary reserves for technical studies that are not used in Phase 1 will carry over to Phase 2.
- On-site visual confirmation is limited to items that are above ground, visually apparent, and identifiable.
- If observed, the Consultant will report major discrepancies between site observations and as-built drawings to the City.

#### Deliverables:

- Base map and site photographs
- Existing conditions memo, for inclusion in Schematic Design Report

- Technical documentation from supplemental studies, if completed
- Summary memo from Predesign Charette

#### Task 4 – Interpretive Plan

The Consultant will work with the City to develop an interpretive plan for the Lakefront property. The plan will identify potential conceptual themes, core topics and messaging, and designs ideas for onsite interpretation. This task will include research and targeted community engagement designed to identify appropriate interpretive themes and messages. The final interpretive plan will be designed to inform subsequent conceptual design efforts, and it will include recommendations such as materials, size, design, function, and placement of integrated onsite interpretation and/or interpretive elements.

##### *Interpretive Research and Engagement*

The Consultant will conduct research into the site and its context to gather a comprehensive understanding of its historical, ecological, geological and cultural significance. As part of the process, a site visit will be conducted to capture site photos to document and visually represent the site's distinctiveness and potential for interpretation.

The Consultant will develop and implement engagement exercises for the broad community, such as surveys, hands-on activities, or storytelling exercises that will be conducted at community events. The aim is to create opportunities for diverse community members to actively participate in the interpretive planning process, gather their perspectives, and foster a sense of ownership and connection to the park's resources, resulting in more inclusive and impactful interpretive programs.

Through extensive research, on-site engagement, and stakeholder involvement, the interpretive planning process will yield the identification of site-specific themes that represent community stories, natural features, and cultural heritage of the park.

##### *Interpretive Planning Session*

The Consultant will facilitate a 2–3-hour in-person interpretive planning session onsite or at City Hall with the Parks and Recreation Board. As public representatives of city-wide park issues, the Parks and Recreation Board will be engaged to distill broad community feedback into more distinct themes based on research, and community input. This session will result in a basic, draft outline for an interpretive plan. After this planning session, the identified interpretive themes will be taken to the community charrette for additional public review and feedback.

##### *Interpretive Plan*

The Consultant will work with the City to further develop the interpretive plan by refining community feedback gathered on initial interpretative themes. The plan will outline each proposed design (wayside, artistic landscaping feature, etc.) in correlation with locations, themes and stories, site management goals achieved, visitor goals achieved, target audiences reached, and other details. The Consultant will facilitate two virtual meetings with the City during this task, one working session to advance the plan, and one review meeting to discuss the final draft of the plan.

##### *Deliverables:*

- Site visit and research



- Engagement exercises
- In-person interpretive planning session
- Interpretive plan, draft and final
- Facilitation of two virtual meetings

### Task 5 – Concept Design

This Task involves developing a preliminary vision and conceptual framework for the park. Working closely with City staff, analyzing feedback from stakeholders and utilizing site analysis findings, the Consultant will establish a shared vision, design objectives, and design narrative for the Project. The consultant will create a spatial layout, considering functional uses and key amenities, while incorporating best practices and inclusive design principles. Three initial design alternatives for park elements will be created and refined into a preferred concept based on community and City staff feedback. Visual representations will be developed to communicate the design concepts effectively. Additionally, design guidelines and strategies will be identified and documented to guide future phases of the Project.

#### *Design Program*

The Consultant will explore and develop a design program that reflects the desires and needs of the community while considering the site's spatial characteristics and programmatic constraints to allow for the creation of a vibrant and inclusive Project that offers diverse opportunities for recreation, cultural activities, education, and user engagement.

- Conduct an analysis of existing City parks and their program offerings to identify potential program gaps and opportunities for the Project.
- Review community feedback and input gathered from past community engagement activities and Project specific community engagement to understand the specific program desires and needs expressed by residents and stakeholders.
- Consider the diverse needs and requirements of various program types, such as recreational activities, cultural events, educational spaces, nature exploration, and social gathering areas.
- Analyze the spatial characteristics, constraints of the site and compatibility of different program elements to identify suitable areas and zones for different program elements, ensuring efficient and functional use of space.
- Develop a program matrix or list that outlines the identified program/uses, their spatial requirements, estimated user capacities, and potential synergies between different program elements.
- Prioritize program based on the project goals, community input, feasibility, and anticipated user demand.
- Document the findings, recommendations, and prioritized program in a presentation that can be shared with City staff and decision-makers for further discussion and approval.

#### *Development of Concept Design Alternatives (3)*

The Consultant will develop three alternative concept designs, exploring multiple design options that allow for creativity, adaptability, and responsiveness to various project constraints and stakeholder considerations. This will provide a comprehensive analysis of cost, permit requirements, environmental



impacts, and stakeholder impacts for each alternative, facilitating informed decision-making and leading to the selection of a preferred alternative for implementation.

- Develop three distinct concept design alternatives that demonstrate different spatial arrangements, circulation patterns, and organization of program elements, while ensuring they are all functional and responsive to the project's goals, requirements, and stakeholder input. Concepts will be iterative in nature, allowing the City more flexibility in selecting a preferred design.
- Ensure that the park elements and program are not mutually exclusive to the specific design alternatives, allowing for interchangeability and flexibility in incorporating different elements based on the final design direction.
- Conduct cost estimating for each alternative, including the construction, materials, and installation costs, and any associated long-term maintenance considerations.
- Provide a summary of the permit pathway and applicable regulations for each concept design, identifying the timeline, necessary permits, approvals, and environmental review processes that need to be considered.
- Assess the potential environmental impacts associated with each concept design and define high level mitigation needs and strategies to minimize adverse effects, such as addressing stormwater management, mitigating buffer impacts, and preserving sensitive habitats.
- Evaluate the impacts on adjacent landowners and stakeholders for each concept design, identifying potential concerns, opportunities for collaboration, and strategies to address any impacts on the neighboring properties or community.
- Prepare a deliverable for the three alternatives, including a site plan that illustrates the spatial arrangement of park elements, pathways, amenities, and program areas. Develop additional sketches, diagrams, design drawings or renderings, such as perspectives, elevations, or sections, to visually communicate the design intent, key features, and user experiences for each concept.

#### *Alternatives Presentation and Analysis (1)*

The Consultant will present the program analysis and three alternatives in a workshop-style meeting that aims to gather feedback and ensure that the City's preferences and input are incorporated into the decision-making as the Project progresses to the selection of the preferred alternative. An objective of the meeting will be to refine the full array of presented alternatives into a smaller menu to share with the public.

- Reconvene the pre-design charrette group and organize a workshop-style meeting to present the program analysis and the three concept alternatives.
- Prepare a comprehensive presentation that highlights the findings of the program analysis, including an overview of the desired park programs, identified gaps, and the incorporation of community feedback.
- Present each of the three concept alternatives, providing a thorough description and visual representations of the spatial layout, elements, circulation patterns, and programmatic arrangements.

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- Facilitate a structured discussion on the merits and feasibility of each concept alternative, considering factors such as vision, project goals, site constraints, community aspirations, budgetary considerations, and sustainability objectives.
- Incorporate iterative design exercises to explore modifications, combinations, or enhancements to the concept alternatives.
- Engage in a decision-making process with the City staff to determine the preferred alternative direction based on the workshop discussions, feedback, and the alignment with the project's vision and objectives.
- Prepare a brief summary memo that outlines the workshop outcomes, including the preferred alternative direction, key design considerations, modifications or refinements discussed during the workshop, and a rationale for the final decision.

*Selection of Preferred Alternative*

The Consultant will refine and consolidate the elements from the three concept alternatives into one cohesive and integrated final concept design that incorporates feedback from previous Tasks.

- Compile and analyze feedback received from City staff, community members, and stakeholders regarding the three concept alternatives presented.
- Provide targeted engagement with additional identified stakeholders to gather their input on the refined concept design.
- Conduct a comprehensive review and assessment of the strengths, weaknesses, opportunities, and constraints associated with each concept alternative based on the feedback received.
- Identify common themes, preferences, and key elements that have resonated positively across the feedback, indicating the most favored and desirable design components.
- Explore potential combinations and integrations of the preferred elements to create a cohesive final concept design that maximizes the desired features and functionality.
- Ensure that the refined concept design maintains alignment with the project goals, programmatic requirements, budgetary considerations, and the overall vision established for the Project.
- Summary memo including a narrative of the preferred alternative.

*Assumptions:*

- Up to three concept-level options for the Project which includes the newly acquired parcels, integration with the adjacent Lyon Creek Waterfront Preserve Park, and improvements to Beach Dr SE to provide safe bicycle and pedestrian connections to the Burke Gilman Trail and the SR522 intersection.
- The Consultant will provide Concept Design Alternatives with comparison narrative to the City.
- When alternatives are being considered or decisions are being made, the City will make final decisions.
- Each Concept Design Alternative will only be pursued if it is a viable option for project implementation. If an alternative is determined by agreement of the Consultant team and City project manager to no longer be viable, such as due to cost or other issue, the decision will be recorded in the Project Change Log and further development of the design option will cease.



- Once the preferred Concept Design is identified, further development of other alternatives will cease.
- The Consultant assumes that the City will provide timely and consolidated feedback on the design alternatives and subsequent refinements. This includes a clear process for consolidating comments from City staff and decision-makers into cohesive and actionable feedback.
- The Consultant assumes that the City will identify and engage additional targeted stakeholders, providing the necessary introductions and facilitating their participation in the input-gathering process for the refined concept design.

#### Deliverables:

- Design program memo
- Site Plans and additional design drawings as needed for each Concept
- Permit pathway and regulatory considerations documentation for each Concept
- Cost estimate for each Concept
- Landowner and Stakeholder Impact summary
- Alternatives Analysis workshop memo
- Preferred Alternative memo

#### Task 6 – Schematic Design

This task entails a deliberate transition from selecting the preferred alternative, derived from comprehensive feedback and stakeholder input to the documentation of the refined and cohesive preferred design for the Project. This phase culminates in the development of comprehensive design documentation, including drawings, renderings, a report that summarizes information associated with the preferred alternative including cost estimates, permit pathways, environmental impact, and stakeholder impact summaries.

##### *Preparation of Schematic Design Package*

The Consultant will develop a Schematic Design Package, visually conveying the design intent of the Project for use in communicating with the public and fulfilling funding requirements. It will consist of drawings, renderings, and other visual materials to effectively communicate the proposed design elements and overall vision for the Project. The second deliverable is a Schematic Design Report, consolidating all relevant information such as cost estimates, permit pathways, environmental impacts, phasing considerations, etc. This report will provide a comprehensive overview of the design and serve as a reference document for moving into the next phase of project design.

In the Schematic Design Package, the Consultant will provide:

- **Site plan:** A detailed, scaled plan showing the layout of the Project, including the placement of major features, amenities, pathways, and landscape elements.
- **Enlargement plans (as needed):** This could include areas off-site along Beach Dr. or plans of proposed or adapted building structures.
- **Design drawings:** Visual representations of the Project, which may include elevation drawings, sections, and perspectives that illustrate key design elements and their relationship to the site.
- **Renderings:** High-quality visualizations of the Project.



## Lake Forest Park Lakefront Improvements

## Scope of Work

DCG/Watershed | 230336

June 23, 2023

- **Materials, finishes, and planting:** Narrative and images of materials, finishes, and high-level approach to planting to be used in the park, such as paving materials, seating options, lighting fixtures, and landscape materials.
- **Conceptual diagrams:** Diagrammatic representations of the design concepts and their underlying principles, illustrating the intended spatial relationships and design intentions.

*Preparation of Schematic Design Report*

The Consultant will develop a Schematic Design Report that consolidates all pertinent information related to the schematic design. It will include an itemized cost estimate, outlining projected costs associated with various design elements, materials, construction, and other relevant expenses. Also, the report will present a detailed permit pathway, summarizing the necessary permits, regulations, and approval processes required for the design's implementation. It will address potential environmental impacts, propose mitigation strategies, and provide a summary of impacts on adjacent landowners and stakeholders. Furthermore, the Schematic Design Report will consider phasing options and present a cohesive plan for the implementation of the design in a logical and feasible manner.

The Schematic Design report will include:

- **Design rationale and narrative:** A written explanation of the design approach, principles, and intentions, providing context and background information.
- **Preliminary engineering summary:** Summary prepared by the marine engineer, civil engineer, structural engineer, or other subconsultants involved in the project, providing technical analysis and recommendations related to shoreline impacts, site grading, drainage, utilities, structural elements, and other engineering considerations.
- **Sustainability strategies:** Summary of sustainable design strategies incorporated into the Project design, which may include energy efficiency, water conservation, use of recycled materials, integration of green infrastructure elements, etc.
- **Signage and wayfinding:** Summary of recommendations for park signage, wayfinding elements, and interpretive displays to guide visitors and provide information about park features, amenities, and rules.
- **Public art integration:** Concepts and strategies for integrating public art installations into the park design, highlighting opportunities for artistic expression and cultural spaces.
- **Cost estimate:** An itemized breakdown of projected costs associated with various design elements, materials, construction, and other relevant expenses.
- **Permit pathway:** A summary of the necessary permits, regulations, and approval processes required for the design's implementation, including any potential challenges or considerations.
- **Environmental impact:** A summary identifying and evaluating potential environmental impacts associated with the design, proposing mitigation strategies to minimize or eliminate adverse effects.
- **Phasing plan:** A plan outlining the recommended phasing strategy for the construction and implementation of the park design, considering logistical, financial, and operational factors.
- **Stakeholder impact:** A summary outlining the potential impacts on adjacent landowners, stakeholders, and the broader community resulting from the design and construction activities.

## Lake Forest Park Lakefront Improvements

## Scope of Work

DCG/Watershed | 230336

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- **Accessibility considerations:** A summary detailing the measures taken to ensure compliance with accessibility standards and guidelines, promoting inclusivity and equitable access to the park.
- **Maintenance and operations recommendations:** Recommendations for ongoing maintenance and operational considerations, including suggested maintenance schedules, materials durability, and staffing requirements.

## Assumptions:

- The Consultant will rely on the accuracy and completeness of existing data provided by the City or publicly available sources and will not be responsible for verifying its accuracy unless explicitly agreed upon in the scope of work. Additional surveys or technical studies may be identified during Schematic Design and conducted in a future project phase.
- The Schematic Design Report will be no more than 30 pages including visuals
- The City will review and provide consolidated comments to the draft deliverables within a reasonable timeframe to avoid project delays. This includes a clear process for consolidating comments from City staff and decision-makers into cohesive and actionable feedback.
- The City will provide a clear understanding of the project budget and any specific cost limitations or constraints as they are understood at the time.

## Deliverables:

- Draft and Final Schematic Design Package
- Draft and Final Schematic Design Report

## End of Phase 1 Scope

## Other Services (Not in Phase 1 Contract)

## Design Development (NIC)

*Preparation of one (1) document package representing 30% PS&E, including plan drawings, outline specifications (in six-digit or WSDOT format, tbd), and cost estimate in sufficient detail to describe all aspects of the proposed development and consistent with the current design stage. Conduct detailed site investigations, if needed, to inform design development and prepare for eventual permit submittals.*

## Construction Documentation (NIC)

*Preparation of three (3) document packages representing 60%, 90%, and 100% PS&E, including plan drawings, specifications (in predetermined format), and cost estimate in sufficient detail to describe all aspects of the proposed development and consistent with the respective design stage. 60% PS&E will be submitted for permits, as outlined in the permit pathway provided in the Schematic Design package.*

## Bid Support Coordination (NIC)

*Assembly of one (1) document package for advertisement for public bid. Provide support services to assist with contractor selection and contracting.*

**Lake Forest Park Lakefront Improvements**

**Scope of Work**

DCG/Watershed | 230336

June 23, 2023

**Construction Administration (NIC)**

*Administration of construction, including weekly meetings, site visits, contractor coordination, and review of built work through construction completion. Post-construction site commissioning, including quarterly follow-up through site establishment period (e.g., one year after construction).*



## Lake Forest Park Lakefront Improvements

## Scope of Work

DCG/Watershed | 230336

June 23, 2023

Phase 1 Tasks:	Total Consultant Labor Fees
<b>Task 1: Project Management</b>	\$ 26,977
<ul style="list-style-type: none"> <li>Project management plan</li> <li>Kick-off meeting</li> <li>Project administration, including subconsultant coordination</li> <li>Biweekly meetings</li> <li>Monthly tracking and reporting</li> </ul>	
<b>Task 2: Stakeholder Engagement</b>	\$ 41,585
<ul style="list-style-type: none"> <li>Stakeholder engagement plan</li> <li>Engagement website, setup plus twelve (12) months hosting and maintenance</li> <li>Stakeholder meetings, as described above</li> </ul>	
<b>Task 3: Pre-Design</b>	\$ 38,174
<ul style="list-style-type: none"> <li>Data collection and field verification</li> <li>Site Analysis</li> <li>Predesign charrette (1)</li> </ul>	
<b>Task 4: Interpretive Plan</b>	\$9,978
<ul style="list-style-type: none"> <li>Interpretive Research and Engagement</li> <li>Interpretive Planning Session</li> <li>Interpretive Plan</li> </ul>	
<b>Task 5: Concept Design</b>	\$ 58,132
<ul style="list-style-type: none"> <li>Design Program</li> <li>Development of 3 Alternatives, including cost estimates and visuals</li> <li>Alternatives Presentation and Analysis (1)</li> <li>Selection of Preferred Alternative</li> </ul>	
<b>Task 6: Schematic Design</b>	\$ 42,613
<ul style="list-style-type: none"> <li>Preparation of schematic design package, including cost estimates and visuals</li> <li>Summary schematic design report</li> </ul>	
<b>BASE DESIGN FEE</b>	<b>\$ 217,459</b>
<b>On-call Technical Reserves</b>	<b>\$ 56,500</b>
<ul style="list-style-type: none"> <li>Arborist (\$4,500)</li> <li>Electrical Engineering (\$5,000)</li> <li>Geotechnical Engineering (\$5,000)</li> <li>Survey (\$10,000)</li> <li>Traffic Engineering (\$7,000)</li> <li>Cultural Resources (10,000)</li> <li>Hazardous Materials (\$10,000)</li> <li>Other consultant services (\$5,000)</li> </ul>	
<b>Total Fee with Reserve Services</b>	<b>\$ 273,959</b>

Revised 6/23/2023		Prime Consultant (DCG/Watershed)											Subconsultants											Team Totals	
Task #	Task Title	Project Manager, Senior Landscape Architect	Landscape Architect	Landscape Designer	Ecologist	Senior Environmental Planner	Senior Marine Civil Engineer	Marine Engineer	Senior Civil Engineer, Principal in-Charge	Drone Pilot, GIS Analyst	Interpretive Planner	RESERVE FEE - Arboriculture (DCG/Watershed)	Prime Consultant Fees	Architecture (Johnson Architects)	Transportation Engineering (Transportation Solutions)	Cost Estimation (DCW Cost Management)	RESERVE FEE - Geotechnical Engineering (HWA Geosciences)	RESERVE FEE - Survey (NPS Survey)	RESERVE FEE - Electrical Engineering (Econ)	RESERVE FEE - Cultural Resources	RESERVE FEE - Hazardous Materials	RESERVE FEE - Other Consultant Services	Subconsultant Fees		
		\$194.40	\$167.00	\$113.40	\$145.80	\$220.22	\$213.00	\$162.00	\$299.00	\$140.00	\$121.23	RESERVE FEE - Arboriculture (DCG/Watershed)													
1	Project Management/Coordination												\$ 20,430.30	\$ 6,207.30	\$ 289.00									\$ 6,546.30	\$ 26,976.60
1.01	Project Management Plan	4	2						1				\$ 1,410.60	\$ 220.00										\$ 220.00	\$ 1,630.60
1.02	Kick-off Meeting (assumes 90 min mtg. plus prep, travel, attendance, and follow up memo)	4	3			3	3						\$ 2,578.26	\$ 860.00	\$ 289.00									\$ 1,149.00	\$ 3,727.26
1.03	Project Oversight and Reporting (PRIME PM ONLY, includes scheduling, ancillary communication, invoicing, budget tracking; assumes 2 hr/mo)	24											\$ 4,665.60											\$ -	\$ 4,665.60
1.04	Biweekly internal team mtgs (x24 @ 0.5 hrs ea.)	12	12					12					\$ 6,280.80	\$ 4,720.00										\$ 4,720.00	\$ 11,000.80
1.05	Biweekly mtgs w/ LFP PM (x24 @ 1 hr ea)	24							2				\$ 5,263.60	\$ 440.00										\$ 440.00	\$ 5,703.60
1.06	Mileage Expenses (@ 2023 federal rate of 65.5/mi, assumes roundtrip travel from local office)												\$ 31.44	\$ 17.30										\$ 17.30	\$ 48.74
1.07	Printing/Reproduction/Plotting Expenses												\$ 200.00											\$ -	\$ 200.00
2	Stakeholder Engagement												\$ 31,359.42	\$ 10,225.15	\$ -	\$ -								\$ 10,225.15	\$ 41,584.57
2.01	Stakeholder Engagement Plan	8	2										\$ 1,889.20	\$ 220.00										\$ 220.00	\$ 2,109.20
2.02	Engagement Website (setup + 12 mo)	4	4	32									\$ 5,074.40	\$ 380.00										\$ 380.00	\$ 5,454.40
2.03	Direct Engagement Mtgs (16 hrs across full team)	14											\$ 2,721.60	\$ 440.00										\$ 440.00	\$ 3,161.60
2.04	Community Event Support (12 hrs across full team)	12											\$ 2,332.80	\$ -										\$ -	\$ 2,332.80
2.05	Community Charrettes (x2, inc prep)	8	16	12			2	8					\$ 7,310.00	\$ 5,620.00										\$ 5,620.00	\$ 12,930.00
2.06	Official Mtgs x 7 (Assume 4 hrs/mtg for prep, travel, attendance, and follow up memo)	28	28										\$ 10,119.20	\$ 3,480.00										\$ 3,480.00	\$ 13,599.20
2.07	Mileage Expenses (@ 2023 federal rate of 65.5/mi, assumes roundtrip travel from local office)												\$ 212.22	\$ 85.15										\$ 85.15	\$ 297.37
2.08	Website Expenses (includes hosting, domain fees)												\$ 500.00											\$ -	\$ 500.00
2.09	Printing/Reproduction/Plotting Expenses												\$ 1,200.00											\$ -	\$ 1,200.00
3	Pre-design												\$ 22,451.68	\$ 14,014.00	\$ 1,101.45	\$ -								\$ 15,721.54	\$ 38,173.22
3.01	Data Collection and Field Verification (inc. dev basemap)	8	16	4	10		4	12		8			\$ 10,054.80	\$ 6,800.00	\$ 578.00									\$ 7,378.00	\$ 17,432.80
3.02	Site Analysis	4	12	12	2		4	12					\$ 7,230.00	\$ 1,200.00	\$ 252.00									\$ 1,452.00	\$ 8,682.00
3.03	Pre-design Workshop (3 hr mtg, w/ travel)	8	8	12			4						\$ 5,104.00	\$ 5,980.00	\$ 867.00									\$ 6,847.00	\$ 11,951.00
3.04	Mileage Expenses (@ 2023 federal rate of 65.5/mi, assumes roundtrip travel from local office)												\$ 62.88	\$ 34.08	\$ 10.48									\$ 44.54	\$ 107.42
3.05	Printing/Reproduction/Plotting Expenses												\$ -											\$ -	\$ -
4	Interpretive Planning												\$ 9,977.46	\$ -	\$ -	\$ -								\$ -	\$ 9,977.46
4.01	Interpretive Research and Engagement	4	2								14		\$ 2,808.82											\$ -	\$ 2,808.82
4.02	Interpretive Planning Session	8	6								12		\$ 3,623.16											\$ -	\$ 3,623.16
4.03	Interpretive Plan	2									24		\$ 3,298.32											\$ -	\$ 3,298.32
4.04	Mileage Expenses (@ 2023 federal rate of 65.5/mi, assumes roundtrip travel from local office)												\$ 47.16											\$ -	\$ 47.16
4.05	Printing/Reproduction/Plotting Expenses												\$ 200.00											\$ -	\$ 200.00
5	Concept Design												\$ 29,021.82	\$ 22,164.00	\$ 835.24	\$ 6,120.00								\$ 29,109.30	\$ 58,131.12
5.01	Design Program	4	8					4					\$ 2,761.60	\$ 6,800.00										\$ 6,800.00	\$ 9,561.60
5.02	Development of Concept Design Alternatives	24	36	16	2	12		8	10				\$ 18,750.24	\$ 11,760.00	\$ 252.00	\$ 6,120.00								\$ 18,132.00	\$ 36,882.24
5.03	Alternatives Presentation and Analysis (2 hr mtg, w/ travel)	8	8				4						\$ 3,743.20	\$ 2,960.00	\$ 578.00									\$ 3,538.00	\$ 7,281.20
5.04	Selection of Preferred Alternative	8	8				4						\$ 3,743.20	\$ 600.00										\$ 600.00	\$ 4,343.20
5.05	Mileage Expenses (@ 2023 federal rate of 65.5/mi, assumes roundtrip travel from local office)												\$ 23.58	\$ 34.08	\$ 5.24									\$ 39.30	\$ 62.88
5.06	Printing/Reproduction/Plotting Expenses												\$ -											\$ -	\$ -
6	Schematic Design												\$ 24,005.48	\$ 12,000.00	\$ 167.00	\$ 5,440.00								\$ 18,607.00	\$ 42,612.48
6.01	Preparation of Schematic Design Package	20	32	16			4	8					\$ 13,194.40	\$ 10,400.00	\$ 167.00	\$ 5,440.00								\$ 16,007.00	\$ 29,201.40
6.02	Preparation of Schematic Design Report	12	18	10	3	4	4	6	4				\$ 10,811.08	\$ 2,600.00										\$ 2,600.00	\$ 13,411.08
6.03	Mileage Expenses (@ 2023 federal rate of 65.5/mi, assumes roundtrip travel from local office)												\$ -											\$ -	\$ -
6.04	Printing/Reproduction/Plotting Expenses												\$ -											\$ -	\$ -
7	Technical Reserves												\$ 4,500.00	\$ 4,500.00	\$ 7,000.00		\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 52,000.00	\$ 56,500.00	
Anticipated Labor Hours by Staff Role		238	213	114	17	10	41	72	7	8	50		\$ 4,500.00	\$ 137,246.16	\$ 65,650.57	\$ 9,998.72	\$ 11,550.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 160,998.94	\$ 273,955.45



**RESOLUTION NO. 23-1931**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LAKE FOREST PARK, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN  
AMENDMENT TO A PROFESSIONAL SERVICES  
AGREEMENT WITH DCG-WATERSHED FOR  
ADDITIONAL ASSISTANCE WITH THE LAKEFRONT  
IMPROVEMENTS, DESIGN, ENGINEERING,  
ENVIRONMENTAL REVIEW, AND PERMITTING  
PROJECT**

---

**WHEREAS**, on June 8, 2023, City Council approved Resolution 23-1902 authorizing the Mayor to sign a professional services agreement with DCG-Watershed for consultant services for the Lakefront Park improvement project for an amount not to exceed \$273,959; and

**WHEREAS**, additional work is needed for a complete project survey and there is an additional need for arborist services, the total of which is not to exceed \$12,570;

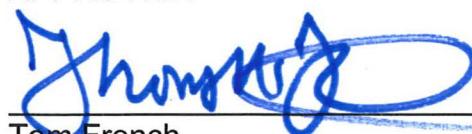
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

Section 1. The City Council of the City of Lake Forest Park approves and authorizes the Mayor to sign Amendment No. 1 to the Professional Services Agreement between the City of Lake Forest Park and DCG-Watershed Company in substantially the same form as the attached Exhibit A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 9th day of November, 2023.

APPROVED:



Tom French  
Deputy Mayor



ATTEST/AUTHENTICATED:



Matt McLean  
City Clerk

FILED WITH THE CITY CLERK: November 3, 2023  
PASSED BY THE CITY COUNCIL: November 9, 2023  
RESOLUTION NO.: 23-1931

**EXHIBIT A to Resolution 23-1931**

Amendment No. 1 to the  
Professional Services Agreement between the  
City of Lake Forest Park and DCG Watershed, Inc.  
Dated November 9, 2023

This First Amendment to the Professional Services Agreement between the City of Lake Forest Park and DCG Watershed, AG 23-036 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

- 1. Exhibit A to the Agreement is revised per Exhibit A-1 attached and incorporated herein.
- 2. Section 2.A. of the Agreement is hereby amended as follows:
  - A. The total compensation to be paid to the Consultant for the Work in Exhibit A as amended with Exhibit A-1, including all services and expenses, shall not exceed \$286,529, which shall be full compensation for the Exhibit A and Exhibit A-1 Work.

All other terms and conditions remain as provided in the original Agreement.

CITY OF LAKE FOREST PARK

DCG-WATERSHED, INC.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: Tom French

Printed Name: \_\_\_\_\_

Title: Deputy Mayor

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Exhibit A-1



October 30, 2023

Cory Roche  
Environmental & Sustainability Specialist, Project Manager  
City of Lake Forest Park  
Via email: croche@cityofflp.gov  
Cc: jperrigo@cityofflp.gov

Re:       **Change Order – Lakefront Improvements – Lake Forest Park – CO01 / Survey and Arborist Services**  
              DCG/Watershed Reference Number: 2303.0384

Dear Cory,

This change order for additional, supplemental, and/or extended services for the “Lakefront Improvements Design, Engineering, Environmental, and Permitting” project (Project) located at 17337, 17345, and 17347 Beach Dr SE (parcels 4030100050, -0035, and -0040), is provided for your review and approval. Scope and fee details for changes to the previously contracted work are as follows:

**CO01 / Survey and Arborist Services**

**Project Survey**       *(additional fee requested, \$ 11,290)*

- Coordinate and obtain topographic survey for the project boundary that was determined in a meeting with city staff on 9/28/2023 and is depicted in the fee proposal attached as Exhibit CO01A. Services will be provided by a qualified subcontractor.
- The subcontractor’s fee proposal of \$21,290.00 shall be offset by the previously approved technical reserve for survey services in the amount of \$10,000.

**Arborist Services**       *(additional fee requested, \$ 1,280)*

- Conduct site visit to tag and assess all trees within the project boundary (as depicted in Exhibit CO01A). Conduct regulatory review. Provide arborist report formatted to city requirements. Work will be provided by on-staff ISA Certified Arborists. A breakdown of arborist services and fees is provided in Table 1 below.

• **Table 1. Fee Breakdown of Arborist Services**

Subtask Description	Units	Subtotal Fee
Fieldwork – 1 site visit by 2 staff, including preparation, travel, and follow up; tag and assess trees in the field	12 hrs	\$ 2,220



CO01 – Lake Forest Park Lakefront Improvements  
 DCG/Watershed | 230336  
 LFP/Roche, C.  
 October 30, 2023  
 Page 2

Reporting – develop arborist report, including tables, sketches, and exhibits; conduct regulatory code review; perform internal quality control review	20 hrs	\$ 2,960
Project management – coordination with assigned staff, budget tracking and reporting, project administration, invoicing	3.5 hrs	\$ 565
Expenses – mileage	50 miles	\$ 35
Total Fee for Arborist Services		\$ 5,780

- The above fee for arborist services shall be offset by the previously approved technical reserve for arborist services in the amount of \$4,500.

### Fee summary:

Contract value before CO01:	\$ 273,959
Additional fee requested under CO01:	\$ 12,570
<b>Amended contract value with CO01:</b>	<b>\$ 286,529</b>

### Project Assumptions:

1. This is a change order to a previously approved agreement between Lake Forest Park and DCG/Watershed, dated July 11, 2023, all previously approved contract terms, assumptions, limitations, and changes apply.

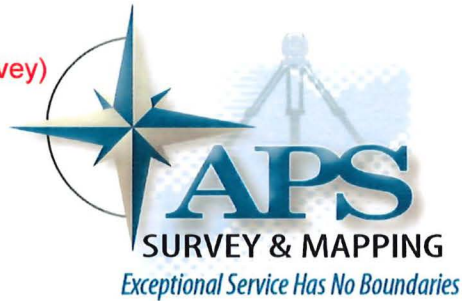
### Approved by:



Amber Mikluscak, PLA, GISP  
 Principal, Director of Landscape Architecture

### Exhibit CO01A. Subcontractor Proposal (APS Survey)

\\ws01\company\PROJECTS\2023\03 - March\230336 - Lake Forest Park Lakefront Improvements\PROJECT MANAGEMENT\00\_SCOPING\CO1\_Survey&Arborist\2303.0384\_LFP\_LakefrontImp\_CO1\_Survey&Arborist.docx



June 6, 2023  
Updated October 30, 2023

Amber Mikluscak, PLA, GISP  
DCG/Watershed  
E-mail: amikluscak@dcgwatershed.com  
Phone: (425) 650-1332

Topographic Survey Proposal  
Subject Property: Lake Forest Park, 17345 & 17347  
Beach Dr. NE, Lake Forest Park  
Tax Parcel No's: 403010-0040 & 403010-0035  
Project #: 3126.040

## INTRODUCTION

Thank you for the opportunity to provide this proposal for surveying services for the above-referenced project. Based on preliminary research of recorded documents, we have identified a scope of work and a lump sum fee for your project. Our surveying services will be provided contingent upon the following:

- The client is the property owner or an authorized agent of the property owner.
- The client will provide right of entry onto the property.
- In some cases, the cutting of brush or small trees is necessary to complete the field survey.

## SCOPE OF WORK

This scope of work is based on the typical requirements for a Topographic Survey based on our experience with similar projects. The cost of the standard Topographic Survey is delineated in the fee section of this proposal.

### Boundary:

- APS will control the survey by establishing Washington State Plane, NAD 83/2011, North Zone Coordinates on the existing monuments surrounding the site.
- APS will recover and verify any existing monuments along parcel boundary lines and identify them with a wooden lath.

### Topography (topographic area outlined in yellow in the Project Limits Aerial Map on page 2):

- APS will obtain ground elevations within the property boundary as necessary to prepare a computer generated 1' contour surface.
- APS will obtain locations of existing structures including detailed mapping of eaves and exposed foundation walls, retaining walls and arbors and other walls or hardscape features.
- APS will obtain the location with detailed elevations for edge of asphalt, curbing, sidewalks and other surface improvements on the property and in the nearest half of the right-of-way fronting the property.
- APS will obtain the location with detailed elevations for catch basins, culverts, sewer manholes, fire hydrants, valve boxes, and other utilities which are observable from surface exploration on the property and within the nearest half of the right-of-way fronting the property.
- APS will obtain locations of existing and observable utilities and utility paint marks as established by others.
- APS will obtain locations for all trees greater than 4" D.B.H.
- APS will conduct a bathymetric survey for that portion of the subject parcel lying within Lake Washington and extend approximately 50' beyond the piers.

### Mapping:

- APS will prepare a topographic survey map illustrating parcel boundary lines, site features and 1' computer generated contours, signed and sealed by a Professional Land Surveyor.

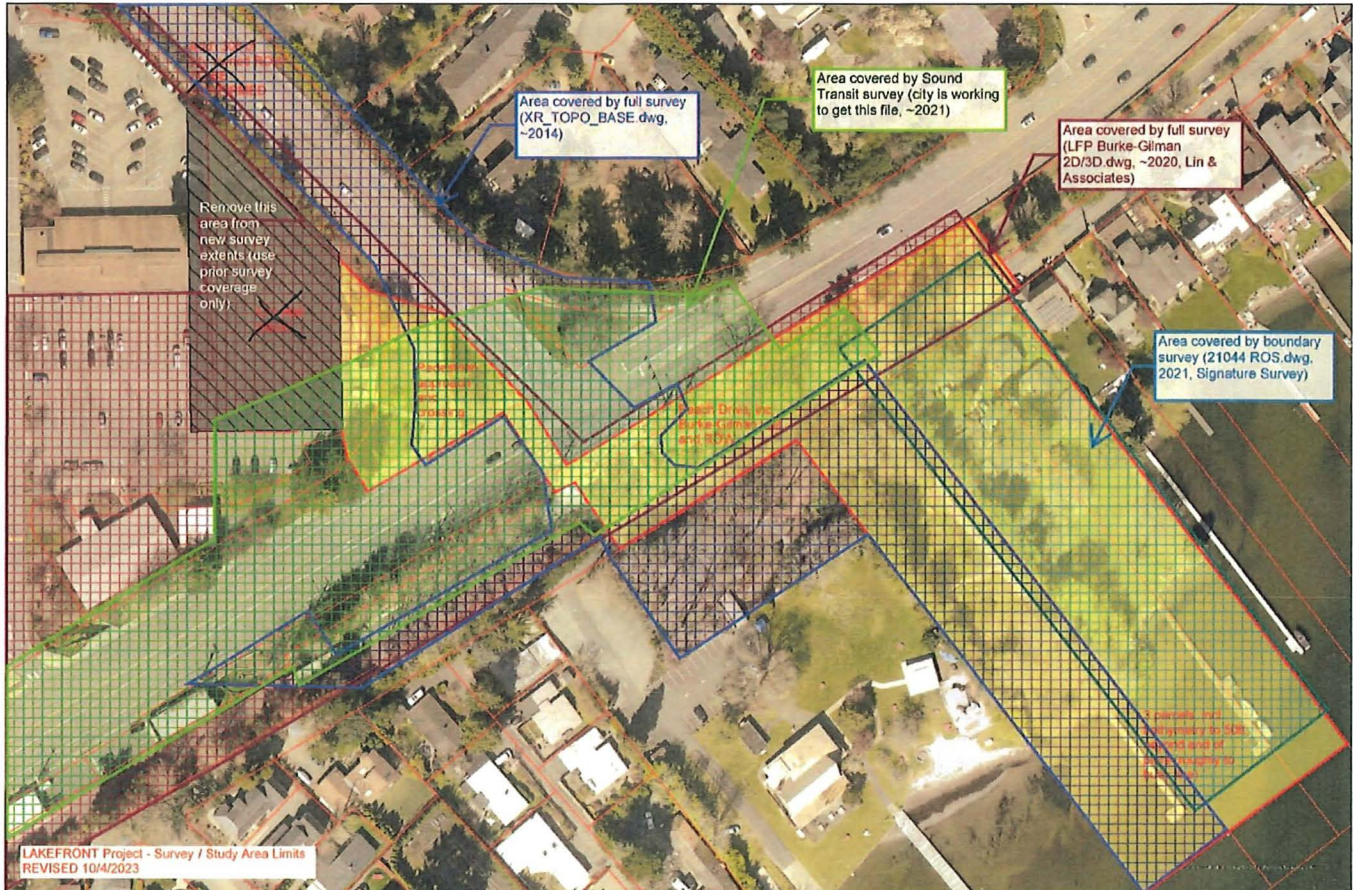
### Deliverables:

- APS will provide Client with pdf copy(s) of topographic survey map.
- APS will provide Client with Civil 3D (2021) CAD file for the topographic survey.



- APS will provide Client with Civil 3D surface XML file.

## PROJECT LIMITS



## SCHEDULE

Once we have received the signed contract and retainer, the field work and topographic mapping will be completed within approximately 30 business days.

## FEES

We propose to provide these services on a lump sum basis. The tables below identify the fees for the scope of services as outlined above.



June 6, 2023

Updated October 30, 2023

Project #: 3126.040

Page 3 of 6

**Topographic Survey:**

Task	Personnel	Budgeted Hours	Hourly Rate	Cost
Research	Principal Surveyor	4	\$175.00	\$700.00
Calculate Boundary	Supervisory Survey Technician	4	\$125.00	\$500.00
Uplands Field Survey	2-Person Survey Crew	28	\$215.00	\$6,020.00
Bathymetric Field Survey	3-Person Survey Crew	8	\$280.00	\$2,240.00
Process Field Data	Supervisory Surveying Technician	5	\$125.00	\$625.00
Topographic Mapping	CIM/CADD Technician	23	\$115.00	\$2,645.00
Topographic Mapping Review	CIM/CADD Technician, Lead	2	\$125.00	\$250.00
Project Review, Approvals, and Deliverables	Principal Surveyor	2	\$175.00	\$350.00
Boat Fee				\$395.00
Bathymetric Survey Equipment Fee				\$605.00
Utility Locate Fee				\$6,960.00
<b>SUBTOTAL</b>				<b>\$21,290.00</b>

**Fee Summary Table and Total Fee Calculation**

Work Item	Item Total
Topographic Survey	\$21,290.00
<b>Total Project Fee</b>	<b>\$21,290.00</b>

**PAYMENT SCHEDULE AND OPTIONS**

The calculated total project fee above will be billed monthly based on percentage complete. APS accepts cash, check, or ACH payments. APS sends all invoices via email and US mail directly from its AR Department secure software. All emailed invoices include a secure link for those who prefer the ACH payment method option.

**TERMS AND CONDITIONS****Successor and Assigns**

The Client and Consultant each binds himself, his partners, successors, assigns and legal representative to the other party to this executed Proposal Letter and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this executed Proposal Letter. Neither the Client nor the consultant shall assign his interest in this executed Proposal Letter without written consent of the other.

**Time of Essence**

Time is of the essence in this Agreement; therefore, the terms specified in this contract shall be subject to re-negotiation if not executed within 30 days from the date of the executed Proposal Letter. Further, if this project extends beyond six (6) months from commencement because of delays by the Client or such other reasons beyond the control of the consultant, the fees in this agreement shall be adjusted to reflect current fee schedules.

**Government Approvals**

It is understood that the consulting services to be rendered by the Consultant do not in any way guarantee approval of governmental permits, approvals, licenses, or other necessary actions.

**Additional Work and Changes in Scope of Work**

Additional work requested by the Client, Client Representative, Engineer or arising from inaccurate or incomplete information furnished by the Client, Client Representative, or Engineer is not included in this fee. It is further understood that if there are client, client representative, or engineer-initiated changes and/or additional governmental requirements that are not covered in the Scope of Work, these changes shall be billed on a time and materials basis in accordance with the current Rate Schedule included at the end of this proposal.

**Client Initial Showing Understanding of This Term and Condition:** \_\_\_\_\_

**Re-Staking**



June 6, 2023

Updated October 30, 2023

Project #: 3126.040

Page 4 of 6

Any re-staking shall be paid for by Client as extra work outside of the scope in this contract unless it is necessary because of the act of omission of APS Survey & Mapping, Inc. It shall be billed in accordance with the Rate Schedule included at the end of this proposal.

**Client Initial Showing Understanding of This Term and Condition:** \_\_\_\_\_

#### **Other Services**

Other services of other professionals, such as traffic consultant, architect, soils, or environmental consultants shall be enlisted as necessary with the Client's approval. Their fees shall be resolved at that time and billed directly to the Client.

#### **Stop Work Order**

Consultant agrees to stop work on this project at the written request of the Client. The Consultant further reserves the right to stop work on this project for cause. "Cause" is defined to include, but without limitation, failure of the client to comply with the provisions of this agreement; failure of the Client to provide necessary information and/or documentation necessary to complete the project; deterioration of working relationship of the parties to the extent it impedes project effectiveness; inability of the parties to re-negotiate the terms of this Agreement according to the provisions contained herein; and failure of Client to bring current accounts 60 days in arrears. Client agrees to pay for all work, according to the records of the Consultant, which are kept on an hourly basis, up to the time Stop Work Order is executed. By signing this contract, the Client understands that property is subject to have a lien filed against it by the Consultant if payment is not received in full within the timeframe outlined herein.

#### **Attorney's Fees**

In the event that any party of this executed Proposal Letter seeks the assistance of legal counsel to enforce this executed Proposal Letter, or to maintain or defend any cause of action arising out of or related to this executed Proposal Letter, then the prevailing party in such action, demand, arbitration or defense shall be entitled to recover from the other said prevailing party's reasonable attorney's fees incurred, together with costs and expenses.

#### **Retainer**

A retainer shall be collected as identified in the proposal letter. Said retainer shall be paid prior to commencement of work and will be applied to the final invoice for services. Costs associated with collection efforts or services will be charged and added to past due accounts on a time and material basis according to the Rate Schedule included at the end of this proposal.

#### **Miscellaneous Fees**

The Client shall pay all permit fees, application fees, or any other fee required to obtain the necessary permits.

#### **Instruments of Service**

Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this Project. Consultant shall be deemed the author and owner of all Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of the executed Proposal Letter, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of constructing, using, and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this executed Proposal Letter. Any termination of this executed Proposal Letter prior to completion of the Project shall terminate this license. The Client shall not assign, sublicense, pledge or otherwise transfer any license granted herein to another party without prior written agreement of the Consultant. However, the Client shall be permitted to authorize the Contractor, and its subcontractors, materialmen, and suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work.

#### **Interest on overdue accounts**

Consultant will bill for services rendered monthly or upon the completion of identified tasks. Client shall pay all fees and costs invoiced by the Consultant upon receipt. If payment is not received within 30 days of the date of billing, the account shall be considered overdue. Interest at the annual rate of 18% will be added to subsequent invoicing for all overdue accrued unpaid amounts at 30 days past due.

#### **Disclosures**

It is hereby disclosed that the Consultant may have completed work on neighboring properties, may own or be a partner in the development of neighboring properties and may accept employment in the future from neighboring or competing properties or developers. Further, the consultant may develop and sell properties that will be on the market at the same time as the Client's property. The Consultant may have relationships with various individuals, firms and organizations that have a financial interest in the Client's project or a competing project. Should the Client have any questions about these disclosures or any concerns at all about the Consultant's current or future relationships they should be brought to the attention of the Consultant.



June 6, 2023

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**ACCEPTANCE**

This represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements regarding such subject matter. This Agreement may be amended or modified only by a written instrument signed by a duly authorized representative of each Party. By signing this contract, the Client understands that property is subject to have a lien filed against it by the Consultant if payment is not received in full within the timeframe outlined herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

**APS Survey & Mapping, Inc.****Sam Ward, PLS, CFedS**

---

**Accepted by:****Name:** 

---

**Signature:** 

---

**Date:** 

---

(To move forward with us on your project as outlined in this document, please initial and sign where indicated above, and return to be placed on our schedule.)



June 6, 2023

Updated October 30, 2023

Project #: 3126.040

Page 6 of 6

**HOURLY RATE SCHEDULE**

Effective 01/01/2023

Principal Surveyor	\$175/hour
Project/Team Manager	\$145/hour
Supervisory Survey Technician	\$125/hour
Surveying Technician	\$115/hour
GIS Specialist	\$125/hour
CIM/CADD Technician, Lead	\$125/hour
CIM/CADD Technician	\$115/hour
Clerical/Administrative Assistant	\$85/hour
*Survey Party (1-Person)	\$165/hour
*Survey Party (2-Person)	\$215/hour
*Survey Party (3-Person)	\$280/hour
Overtime Requested by Client	1½ times rates shown

**Equipment & Fees:**

Digital Level & Rods	\$145/day
3D Laser Scanner & Processing System	\$655/day
Single Beam Acquisition System Including: Single Beam Echosounder, GNSS Receiver, Sound Speed Profiler, and Hypack Acquisition PC	\$605/day
Boat	\$395/day
Reproduction Services, Custom Monumentation,	Cost + 20%
Witness Posts	
Overnight & Out of Town Expenses	Current Federal Per Diem & Mileage Rate
Other Expenses (subcontractors, submittal fees, etc.)	Cost + 20%

**\*Prevailing Wage Projects will be an additional \$70 per hour for all field work.**

Our terms are Due Upon Receipt and subject to a monthly 1.5% (18% annual) finance charge for 30+ days from date of invoice.

**RESOLUTION NO. 24-1947****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, ADOPTING THE  
LAKEFRONT PARK PREFERRED CONCEPT DESIGN  
PLAN**

**WHEREAS**, promoting community vitality and a healthy environment are goals of the Lake Forest Park City Council's Strategic Plan; and

**WHEREAS**, adding public water access for residents is a top priority of the City's Parks, Recreation, Open Space, & Trails Plan; and

**WHEREAS**, the City acquired real property in November 2021 located at 17345 & 17347 Beach Drive Northeast for future use as a public park and open space with recreation elements and access to the water; and

**WHEREAS**, with the assistance of DCG-Watershed, community input was received through a community survey, two public open houses, and coordination with the Parks and Recreation Advisory Board; and

**WHEREAS**, DCG-Watershed has prepared a preferred concept design plan for the Lakefront Park.

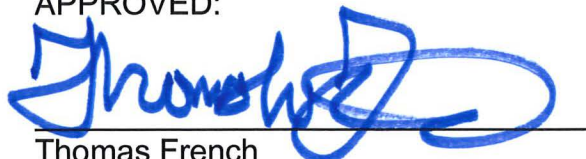
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

Section 1. ADOPTION. The City Council hereby adopts the Lakefront Park Preferred Concept Design Plan attached hereto as Exhibit A.

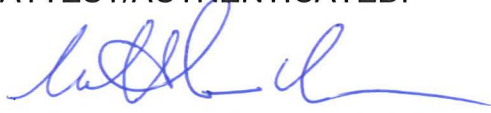
Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 28th day of March, 2024.

APPROVED:

  
Thomas French  
Mayor

ATTEST/AUTHENTICATED:

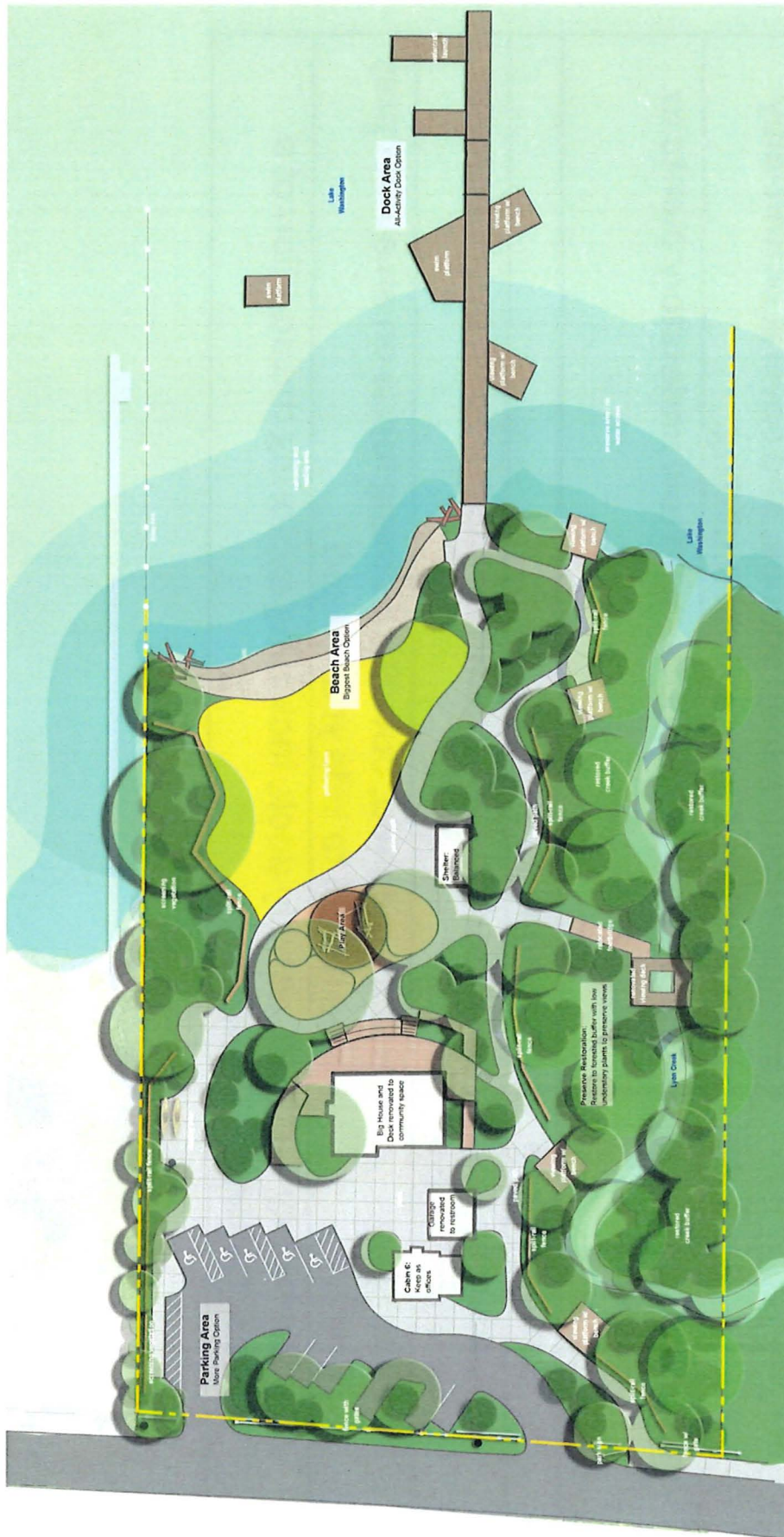


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Matt McLean  
City Clerk

FILED WITH THE CITY CLERK: March 1, 2024  
PASSED BY THE CITY COUNCIL: March 28, 2024  
RESOLUTION NO.: 24-1947





RESOLUTION 24-1947  
EXHIBIT A  
Page 2

Pending Design Question	PRAB recommendation
1. Parking Options	Minimal parking to include required ADA spaces, adequate load/unload spaces, and several permit-only spaces related to use of the building.
2. Lyon Creek Preserve Options	Restore to forested buffer with low understory plants to preserve views.
3. Beach Options	All beach
4. Lakefront Shelter Options	Balanced design – useful for the purpose, but not ornate
5. Play Area Options	Nature inspired, but with a strong focus on an actual play area useful to kids year-round
6. Community Dock Options	All-activity dock, including exploring the addition of a swim float.



# Lake Forest Park Lakefront Improvements

Design, Engineering, Environmental, and Permitting



# Schedule overview

Notice to Proceed received July 11, 2023

## Pre-design (July to October):

- Data Collection
- Site Analysis
- Early Engagement

## Concept Design (October to January 2024):

- Design programming
- Alternatives development
- Feasibility analysis
- Permit mapping
- Cost estimation

Council Update  
11/9/2023

## Alternatives Analysis (January 2024 to March):

- Presentation of alternatives
- Refinement
- Selection of preferred design

Council Update  
3/7/2024

## Schematic Design (March to June):

- Advance preferred design
- Draft schematic design
- Final schematic design package
  - *End of current phase 1 contract*

Council Update  
5/9/2024

Council Update  
6/13/2024

## Early Works Demolition (March to December):

- Pre-design
- Plans Preparation
- Procurement
- Construction

**Design Development – *targeting Notice to Proceed by July 8, 2024***

# Progress report

## Schematic Design (March to June):

- [RCO grant support](#)
- Final schematic design package

## Completed:

RCO programs WWRP and ALEA

Technical presentations completed

Final presentations will occur in August

# Progress report

## Schematic Design (March to June):

- RCO grant support
- **Final schematic design package**

## Completed:

### Schematic design package submitted

- Report and renderings
- Scope and fee proposal for implementation of schematic design



# Progress report

## Early Works (March to December):

- Predesign activities
- Plans preparation
- ~~◦ Permitting (May – July)~~
- **Final design (June)**
- **Procurement (June/July)**
- Construction (August – November)
- *November 30, 2024, RCO award expires*

## Completed:

Bid documents submitted, in city review

Cost estimation, draft received

## Next steps:

Bid solicitation from small works roster

Award and contracting (Council approval)

Construction

# Schematic Design Package

- Summarizes the product of the phase 1 design process
- Presents the vision for phase 2 design development
- Provides an overview of crucial considerations to assist with planning and implementation

## Schematic Design

- Design rationale and narrative
- Design vision

## Visitor Experience and Considerations

- Accessibility considerations
- Safety
- Stakeholder impact
- Preliminary engineering summary
- Sustainability strategies
- Signage and wayfinding
- Public art integration

## Implementation Summary

- Cost estimate
- Environmental impact
- Permit pathway
- Phasing plan
- Maintenance and operations outlook and recommendations

The site plan illustrates the proposed development at 10000 1st Avenue NE. Key areas and features include:

- Parking Area:** Located on the left, featuring a "More Parking Option" and a "fence with gates".
- Beach Area:** A large yellow-shaded area labeled "Biggest Beach Option" with a "gathering lawn" and "screening vegetation".
- Dock Area:** Labeled "All-Activity Dock Option", featuring a "swim platform" and "watercraft launch".
- Preserve Restoration:** A green-shaded area labeled "Restore to forested buffer with low understory plants to preserve views".
- Existing Structures:** "Cabin 6: Keep as offices", "Garage renovated to restroom", "Big House and Deck renovated to community space", and a "Shelter: Balanced".
- Other Features:** "Play Area", "paved path", "split-rail fence", "viewing platform w/ bench", "restored creek buffer", "relocated footbridge", "renovated viewing deck", "swimming and wading area", and "Lake Washington".
- Viewpoints:** Marked with letters A through L, indicating locations for perspective views.
- Scale and Orientation:** A scale bar indicates 30 feet, and a north arrow points towards the top right.





Section 6, Item B.

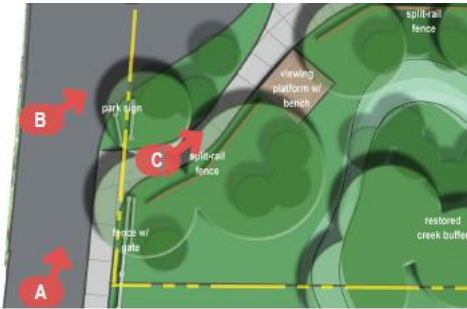
New sidewalk and improvements to Beach Drive.



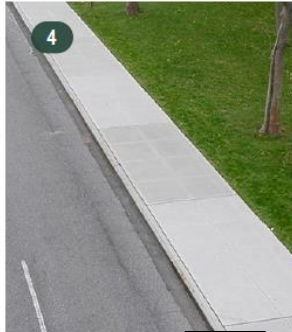




- 1 Park entry sign
- 2 Frontage fence and gate
- 3 Public art
- 4 Curb and gutter on Beach Dr



PARK ENTRY FROM BEACH DRIVE



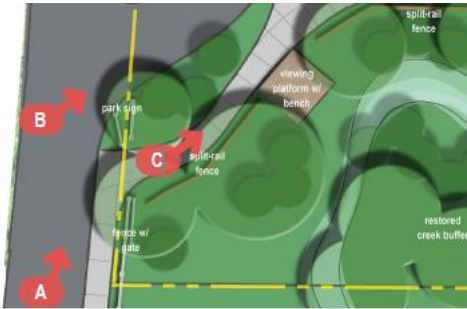


PEDESTRIAN ENTRANCE



Section 6, ItemB.

- 1 Park entry walkway
- 2 Lyon Creek overlook platform
- 3 Public art
- 4 Split rail fence





STAGING AREA



1 Curb ramp

2 Seat wall

3 Paving with reclaimed brick edge

4 Bike racks

5 Kayak rack and pump station





ENTRY PLAZA



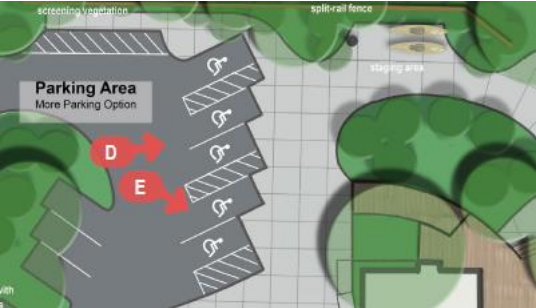
1 Big House

2 Bathhouse

3 Seat Wall

4 Curb ramp

5 Ramp to front entrance



Section 6, Item B.



BATHHOUSE AND PATH TO LYON CREEK



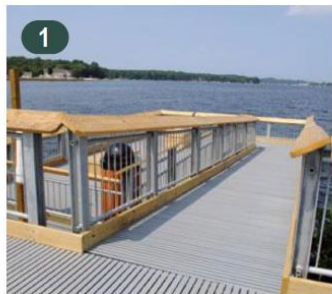
Section 6, ItemB.

- 1 Bathhouse
- 2 Seat wall
- 3 Ramp to gathering deck
- 4 Path to preserve
- 5 Split rail fence





LYON CREEK VIEWING PLATFORM



1 Viewing platform

2 Railing

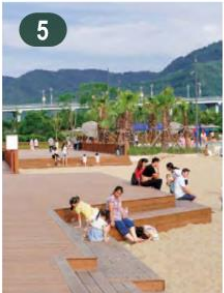
3 Lyon Creek viewing area

4 Lyon Creek



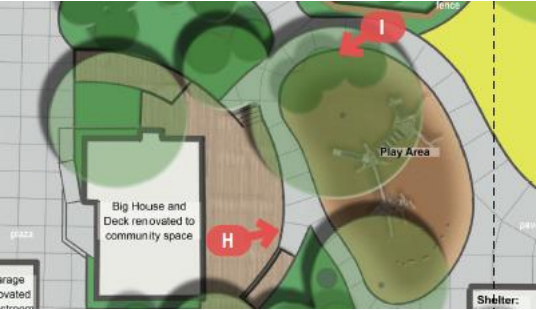


GATHERING DECK AND PLAY AREA



Section 6, Item B.

- 1 Play structure
- 2 Standing log play elements
- 3 Log Stepper
- 4 Custom deck railing
- 5 Gathering deck





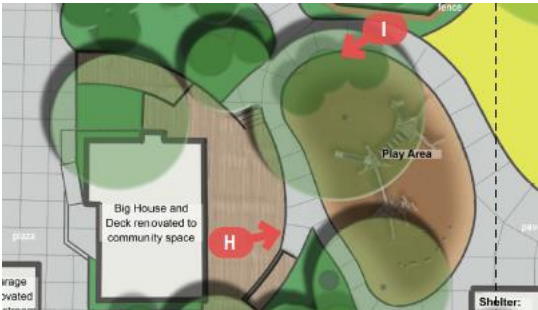
GATHERING DECK



1 Reclaimed brick accent

3 Custom deck railing

2 Gathering deck







Section 6, Item B.





PICNIC SHELTER



Section 6, Item B.

1 Picnic shelter

3 Outdoor shower

2 Commercial porch swing





MULTIUSE DOCK



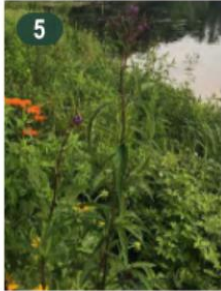
Section 6, ItemB.

- 1 Viewing area with seating
- 2 Dock
- 3 Watercraft and accessible launch
- 4 Swim platform



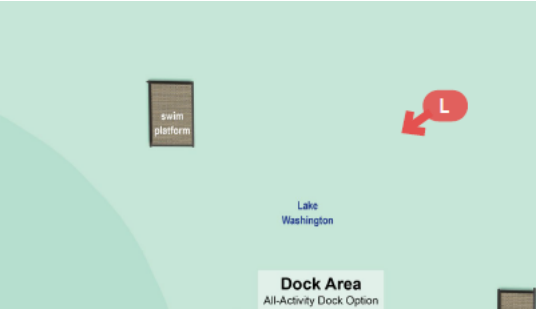


DOCK, WADING AREA, BEACH, AND LAWN



Section 6, ItemB.

- 1 Multiuse dock
- 2 Swim platform
- 3 Lyon Creek viewing platform
- 4 Watercraft launch area
- 5 Beach
- 6 Multipurpose lawn
- 7 Picnic shelter
- 8 Play area



# Cost estimate

## Considerations:

- Planning-level cost; used to inform funding applications
- Multiple contingencies applied (within unit prices, construction, owner costs)
- Priced conservatively, leaves room for value engineering and cost management
- Includes past expenses (consultants, assessments)
- Includes potential expenses (piling reinforcement)

Table 2. Summary Schematic Cost Estimate

Proposed Site Improvement	Est. Construction Cost (with Construction Markup + Escalation)	Anticipated Total Project Cost (with Owner Costs)
Site Preparation	\$1,198,660	\$1,728,468
<b>Site Improvements</b>		
• Right-of-Way Improvements	\$142,131	\$204,953
• Parking & Entry Area	\$359,812	\$518,849
• Preserve Area	\$1,018,432	\$1,468,579
• Staging & Play Areas	\$508,560	\$733,344
• Beach Areas	\$198,432	\$286,139
• Dock	\$1,849,670	\$2,667,224
• Swimming Platform	\$138,291	\$199,416
• Gathering Deck	\$380,362	\$548,482
• Landscape	\$118,770	\$171,266
<b>Structure Improvements</b>		
• Main House Renovations	\$833,295	\$1,201,611
• New Bathhouse	\$511,355	\$737,374
• Cabin Renovations	\$464,435	\$669,715
• New Picnic Shelter	\$450,955	\$650,277
Site Mechanical Utilities	\$924,463	\$1,333,076
Site Electrical Utilities	\$273,329	\$394,140
<b>Anticipated Subtotal Project Cost</b>	<b>\$9,370,952</b>	<b>\$13,512,913</b>
<b>Add Service:</b> Additional structural reinforcement (e.g., piling foundations), if required	\$813,479	\$1,173,037
<b>Potential Total Project Cost with Add Service</b>	<b>\$10,184,431</b>	<b>\$14,685,950</b>

# Phasing Plan

Considerations:

- Permitting
- Work windows
- Work sequence and efficiencies
- Availability of funding

Table 4. Schematic-level Phasing Plan

Phase	Task	Est. Start	Est. End	Est. Construction Cost
1 <sup>1</sup>	Hazardous materials abatement	8/1/2024 <sup>2</sup>	11/30/2024	\$165,000
	Selective structure deconstruction and salvage			
	Site security, fencing installation			
2 <sup>3</sup>	Demolition of eastern dock	7/1/2025 <sup>4</sup>	2/29/2025	\$192,131
	Right-of-way improvements <sup>5</sup>			
3	Site preparation and demolition	3/1/2025	11/30/2025	\$7,744,339
	Site utilities			
	Parking and entry area improvements			
	Site development (amenities)			
	Site improvements (structures and structure renovations)			
4 <sup>6</sup>	Landscape	12/1/2026	2/29/2026	\$2,082,961
	Demolition of western dock			
	New swimming buoy line			
	New swim platform			
	New dock construction			
Phasing Summary		8/1/2024	2/29/2026	\$10,184,431

<sup>1</sup> Phase coincides with funding available for initial demolition work

<sup>2</sup> Date represents expiration of current grant funding to support structure demolition

<sup>3</sup> Phase aligns with anticipated issuance of water-related work permits and captures in-water work windows in July 2025 and winter 2025/2026

<sup>4</sup> Date coincides with anticipated availability of RCO funding, if awarded

<sup>5</sup> Timing of right-of-way work to coincide with adjacent project (sewer lift station improvements)

<sup>6</sup> Phase captures in-water work window for winter 2026/2027



# Phase 1 Closeout

- Completed on schedule
- Unused \$5K technical reserve will carry to phase 2

## Phase 1 final deliverables

- 6/13 – Final presentation to Council
  - First touch for phase 2 scope and fee proposal
- 6/27 – Final biweekly meeting with project manager
- 7/3 – Submittal of final monthly progress report

## Next steps

- Phase 2 contract consideration and approval
- RCO final presentations, scheduled for late August
- Continuation of early works demolition
- Transition project from phase 1 to phase 2

# Next steps

## Phase 2 Initial Milestones (all dates TBD):

- Late September – Delivery of 50% DD package
- End of September 2024 – Submit for federal shoreline permits

## Future Milestones (all dates TBD):

- **Construction Documentation & Permit Review** – *targeting September – December 2025*
- **Bid Support and Coordination** – *targeting December 2025 – March 2026*
- **Construction** – *target April – September 2026*
- **Post Occupancy / Site Commissioning** – *estimated October 2026 – October 2027*

# Questions and Discussion





# Lake Forest Park Lakefront Improvements

Design, Engineering, Environmental, and Permitting

## ORDINANCE NO. 24-1292

AN ORDINANCE OF THE CITY OF LAKE FOREST PARK, WASHINGTON, RELATING TO THE STATE BUILDING CODE AND LOCAL AMENDMENTS THERETO; AMENDING CHAPTER 15.04 AND 15.10 OF THE LAKE FOREST PARK MUNICIPAL CODE TO ADOPT THE 2021 STATE BUILDING CODE AND LOCAL AMENDMENTS THERETO; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND CORRECTIONS.

---

**WHEREAS**, the Washington State Building Code Council (SBCC) was created by the Legislature to establish the minimum building, mechanical, fire, plumbing, and energy code requirements necessary to promote the health, safety, and welfare of the State of Washington; and

**WHEREAS**, the SBCC reviews, develops, and adopts the state building code; and

**WHEREAS**, on May 24, 2023, the SBCC voted to delay the effective date of the 2021 codes for 120 days; and

**WHEREAS**, on September 15, 2023, the SBCC agreed to another delay on the effective date, setting a new effective date for all building codes of March 15, 2024; and

**WHEREAS**, on March 5, 2024, the Washington State Legislature passed Engrossed Senate Bill 6120 relating to the Wildland Urban Interface Code and postponed its inclusion in the state building code until completion of a statewide wildfire hazard map and a base-level wildfire risk map for each county of the state consistent with the International Wildland Urban Interface Code; and

**WHEREAS**, the City's Community and Economic Development Department and the Shoreline Fire Department have recommended to the City Council amendments to Title 15 of the Lake Forest Park Municipal Code to adopt the 2021 State Building Code and Local Amendments thereto; and

**WHEREAS**, the City Council has determined that the proposed amendments are in the best interest of the public health, safety, and welfare.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1. LFPMP Section 15.04.015 Amended.** Section 15.04.015 of the Lake Forest Park Municipal Code is amended to read as follows:

### **15.04.015 Building Code Adopted.**

A. The city of Lake Forest Park, pursuant to state law (chapters [19.27](#) and [19.27A](#) RCW) adopts as its building code the Washington State Building Code, as modified by chapters [15.06](#) and 15.10 LFPMC, as follows:

1. The 2021 Edition of the International Building Code (“IBC”), as adopted and amended by the State Building Code Council in Chapter [51-50](#) WAC.
2. The 2021 Edition of the International Residential Code (“IRC”), as adopted by the State Building Code Council in Chapter [51-51](#) WAC, as published by the International Code Council.
3. The 2021 Edition of the International Mechanical Code (“IMC”), as adopted by the State Building Code Council in Chapter [51-52](#) WAC.
4. The 2021 Edition of the International Fire Code (“IFC”), as adopted by the State Building Code Council in Chapter [51-54A](#) WAC, along with Appendix B thereto (Fire Flow).
5. The 2021 Edition of the Uniform Plumbing Code (“UPC”), as adopted by the State Building Code Council in Chapter [51-56](#) WAC, excluding Chapter 1, “Administration.”
6. The 2021 Edition of the National Fuel Gas Code (NFPA 54), as adopted by the State Building Code Council in Chapter [51-52](#) WAC.
7. The 2021 Edition of the International Fuel Gas Code, as adopted by the State Building Code Council in Chapter [51-52](#) WAC.
8. The 2021 Edition of the International Existing Building Code, together with amendments and/or additions thereto, as adopted by the State Building Code Council in Chapter [51-50](#) WAC.
9. The 2021 Edition of the National Electrical Code as adopted by the Department of Labor and Industries in Chapter 296-46B WAC and Chapter 19.28 RCW.
10. The 2021 Edition of the International Energy Conservation Code, Commercial and Residential, as adopted by the State Building Code Council in Chapters [51-11C](#) and [51-11R](#) WAC.
11. All current and future amendments, supplements, modifications, exclusions, exemptions and additions to the codes identified in subsections (A)(1) through (8) and (11) and (12) of this section adopted by the Washington State Building Code



Council and published in WAC Title [51](#), including, but not by way of limitation, Chapters [51-11](#), [51-50](#), [51-51](#), [51-52](#), [51-54A](#), and [51-56](#) WAC.

12. All appendices to any code referenced above and adopted by the Washington State Building Code Council as published in WAC Title [51](#) are hereby adopted, unless specifically excluded above.

B. The city shall at all times keep on file with the city clerk, for reference by the general public, a copy of the foregoing codes, as they may be amended from time to time. The copies of codes on file may be placed by the city clerk in the custody of the office of the building inspector in order to make them more readily available to inspection and use by the general public.

**Section 2. LFPMC Chapter 15.10 Repealed and Reenacted.** Chapter 15.10 of the Lake Forest Park Municipal Code, Fire Code, is amended to update IFC code sections and to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

**Section 3. Severability.** If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

**Section 4. Corrections by Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 5. Effective Date.** This ordinance shall take effect five (5) days after passage and publication.

**APPROVED BY A MAJORITY** the Lake Forest Park City Council this XXX day of XXX, 2024.

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Matthew McLean  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Adams Pratt  
City Attorney

Introduced:  
Adopted:  
Posted:  
Published:  
Effective:

DRAFT

**EXHIBIT A**  
**CHAPTER 15.10**  
**FIRE CODE**

**15.10.020 IFC Section ~~105.6, Required operation permits, amended.~~ 105.5.32, Mobile food preparation vehicles.**

Section 105.5 is revised to read as follows:

105.5.32 Mobile food preparation vehicles. A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or that utilize flammable gases such as LP-gas or natural gas. The fire code official is authorized to develop policies that clarify the permit requirements and participate in a regional permitting program.

**15.10.025 IFC Section 105.5.42, Required construction permits, amended.**

Section 105.5 is amend by adding the following section:

105.5.44 Mechanical refrigeration. A construction permit is required to install, modify or expand any mechanical refrigeration system containing more than 220 pounds of a Group A1 refrigerant or more than 30 pounds of any other group refrigerant.

**15.10.030 IFC SECTION 109.6, Overcrowding, amended.**

Section 109.6, Overcrowding, is amended to read as follows:

109.6 Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The fire code official, upon finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to direct actions to be taken to reduce the overcrowding or to cause the event to be stopped until such condition or obstruction is corrected.

**15.10.035 IFC Section 111.1 Board of appeals.**

Section 111.1 is deleted and replaced as follows:



Appeals of orders, decisions or determinations made by the fire code official shall be made to the hearing examiner pursuant to section 16.26.035, ministerial administrative decisions. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

. . .

#### **15.10.125 IFC Section 5604, Explosives storage.**

Section 5604.2 is amended by adding the following:

The storage of blasting agents, detonators, explosives, explosive materials and special industrial explosive devices is prohibited within the city limits.

Exception:

1. Approved storage areas in law enforcement facilities and as otherwise provided in the municipal code.
2. When approved by the fire code official.

## 2021 Washington State Energy Code (WSEC) Residential Significant Changes: Space Heating

**BEGINNING JULY 1, 2023**



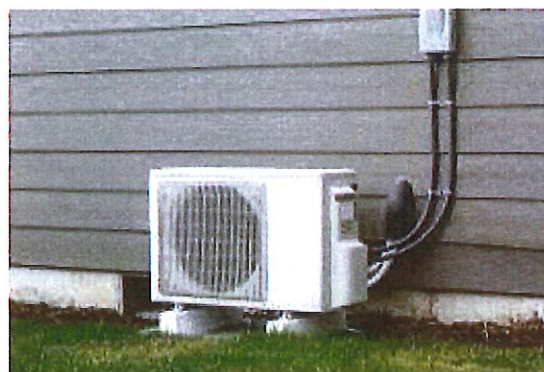
**In new construction, primary heating must be provided by a heat pump system. Both ducted and ductless systems are acceptable.**

*Some exceptions apply, see 2021 WSEC Section R403.13*

**Supplementary heating may be provided by other system types.**

*Some control requirements apply, see 2021 WSEC Section R403.1.2.*

**In existing buildings (retrofits, replacements, and additions), new and replaced heating equipment must be a heat pump, except that existing heating equipment (such as a gas furnace) may be replaced like-in-kind so long as the size of the equipment is not greater than the existing.**



**Air conditioners may be added to existing systems so long as heating equipment is not being replaced.**

*For full code text, see 2021 WSEC Section R503.1.2*



**In new or existing buildings, this change does not prohibit gas supply from being provided to homes. This change does not ban the use of gas or propane for cooking appliances or decorative gas fireplaces.**

*This handout summarizes one significant change in the 2021 Washington State Energy Code (WSEC) for those buildings defined in the code as *Residential Buildings*. See complete code text for details.*



## 2021 Washington State Energy Code (WSEC) Residential Significant Changes: Water Heating

### BEGINNING JULY 1, 2023

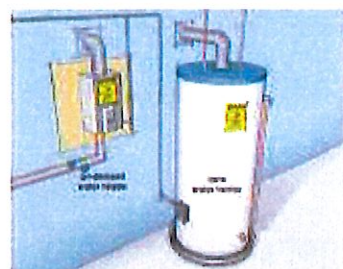
In new construction, **primary** water heating must be provided by a heat pump system. Both unitary heat pump water heaters (HPWHs) and split systems are acceptable.

Some exceptions apply. For example, homes with less than 1,000 square feet of conditioned floor area may be served by other water heating system types.

**Supplementary** heating for heat pump water heating systems may be provided by other system types.

Also, water heaters must now be installed within the conditioned space of the home unless it has a system efficiency of 2.0 UEF or better.

*For complete code text, exceptions, and control requirements, see 2021 WSEC Section R403.5.7*



In existing buildings, other water heating system types may be replaced like-in-kind so long as the rated capacity of the equipment is not greater than the existing.

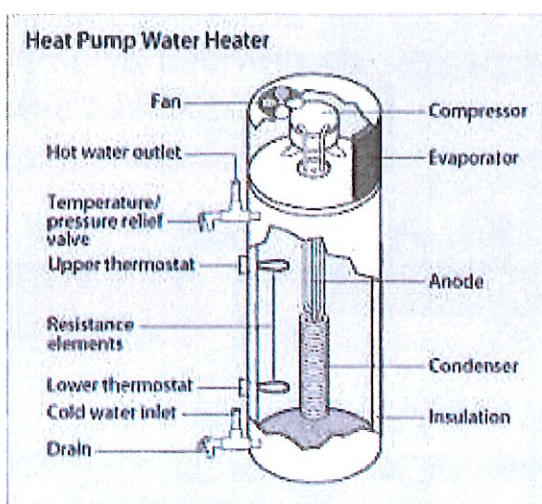
*For full code text, see 2021 WSEC Section R503.1.3*

*Figure 2 Examples of water heater types that can be replaced like-in-kind.  
Source [Estimating Costs and Efficiency of Storage, Demand, and Heat Pump Water Heaters](#) | Department of Energy*

In new or existing buildings, this change does not prohibit gas supply from being provided to homes. This change does not ban the use of gas or propane for cooking appliances or decorative gas fireplaces.



This handout summarizes one significant change in the 2021 Washington State Energy Code (WSEC) for those buildings defined in the code as *Residential Buildings*. See complete code text for details.



*Figure 1 Heat pump water heater diagram.*

*Source [Heat Pump Water Heaters](#) | Department of Energy*



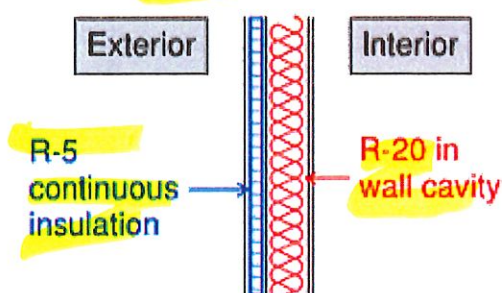
# 2021 Washington State Energy Code (WSEC) Residential Significant Changes: Wall Insulation

**BEGINNING JULY 1, 2023**

The previous edition of the energy code (the 2018 WSEC) required R-21 cavity insulation only in walls. In the 2021 WSEC, a typical wood framed wall assembly now requires continuous insulation in addition to cavity insulation. There are two prescriptive options:

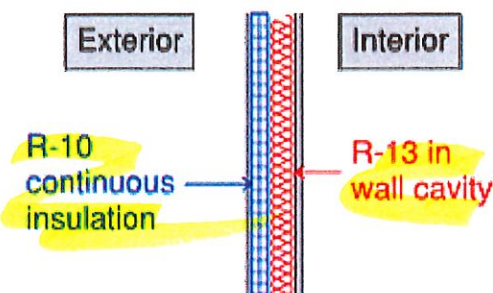
**Option 1:**

**R-20 cavity insulation plus  
R-5 continuous insulation**



**Option 2:**

**R-13 cavity insulation plus  
R-10 continuous insulation**



Continuous insulation is often rigid foam but could be other materials such as mineral wool or cork. Intermediate framing remains required.

## Why continuous insulation?

Wood is much more conductive than insulation, so the wood studs in a wall allow for a path of least resistance for heat transfer, called a "thermal bridge". Wood framing can make up close to 1/4 of the wall area, so this thermal bridging effect can be a major contributor to heat loss in the building, resulting in higher energy use required for space heating (and cooling) and lower occupant comfort. For full code text, see 2021 WSEC Table R402.1.3 & Section 402.2.1

## Installation Considerations

- Continuous insulation must be installed in accordance with manufacturer's installation instructions
- The manufacturer's R-value mark must be readily observable for inspection. Depending on the project, an additional exterior insulation inspection may be required to achieve this.
- Installation of cladding over continuous insulation will require special care in selection and installation of fasteners.

This handout summarizes one significant change in the 2021 Washington State Energy Code (WSEC) for those buildings defined in the code as *Residential Buildings*. See complete code text for details.



# 2021 Washington State Energy Code (WSEC) Residential Significant Changes: Ceiling & Attic Insulation

**BEGINNING JULY 1, 2023**

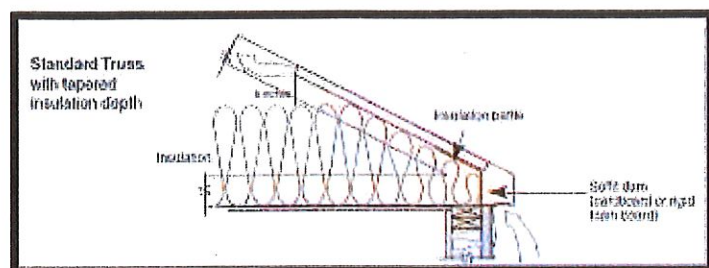


Figure 1 Standard truss with attic space. Source: [Attic Eave Minimum Insulation | Building America Solution Center \(bnrl.gov\)](#)

## If raised-heel trusses are provided

Insulation now needs to meet **R-49**, increased from R-38. This applies to roofs with a raised heel that allows the insulation to extend uncompressed over the top plate of the exterior wall.

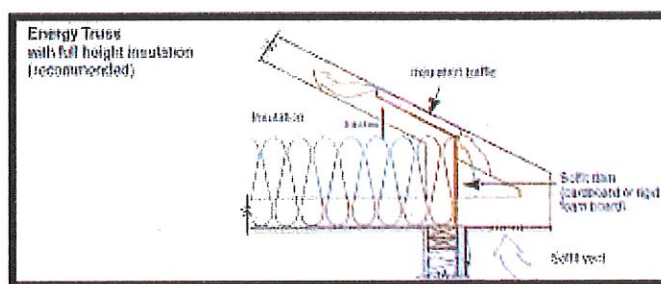


Figure 2 Raised heel (energy) truss with attic space. Source: [Attic Eave Minimum Insulation | Building America Solution Center \(bnrl.gov\)](#)

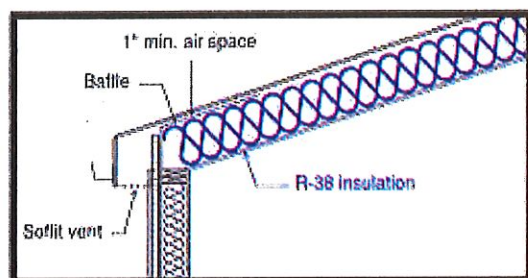


Figure 3 Single rafter-vaulted ceiling

## For single rafter- joist-vaulted ceilings

Insulation requirement remains **R-38**, if the full insulation depth extends uncompressed over the top plate of the exterior wall.

For full code text regarding attic insulation requirements, see 2021 WSEC Table R402.1.3 & Section 402.2.1

Where an addition greater than 150 square feet adjoins existing ceilings with attic spaces, the existing attic spaces need to have insulation upgraded to meet the new requirements. For full code text regarding additions, see 2021 WSEC Section R502.3.1.1

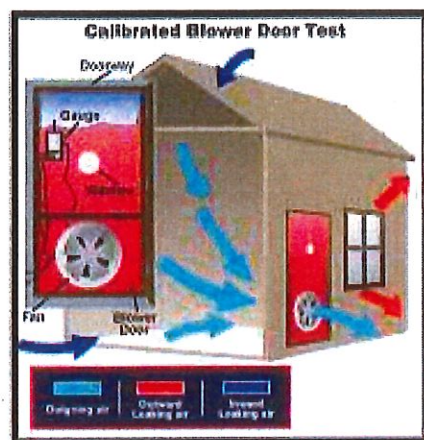
**Reminder:** The required R-value is averaged over the entire attic. For blown or sprayed insulation an **insulation certificate** must be left on the job site immediately after insulation installation. The certificate must indicate the installed thickness, settled thickness, settled R-value, installed density, coverage area and number of bags installed.

This handout summarizes one significant change in the 2021 Washington State Energy Code (WSEC) for those buildings defined in the code as *Residential Buildings*. See complete code text for details.



## 2021 Washington State Energy Code (WSEC) Residential Significant Changes: Air Leakage

**BEGINNING JULY 1, 2023**



In new construction of single-family homes, duplexes, and townhouses the air leakage rate must be tested and be a maximum of 4.0 air changes per hour (ACH), reduced from 5.0 ACH in the previous code edition.

For full code text, including testing procedures, see 2021 WSEC Section R402.4

Figure 1 Blower door test (Source: [Technically Speaking: What the Blower Door Test Tells You](#) / Building Performance Institute, Inc. ([bpihomeowner.org](#))).

Electrical and communication outlet boxes installed in the building thermal envelope must now be:

- Tested in accordance with NEMA OS 4, *Requirements for Air-Sealed Boxes for Electrical and Communication Applications*
- Have an air leakage rate of not greater than 2.0 cubic feet per minute

To demonstrate this, these boxes must be marked "NEMA OS 4" or "OS 4" and be installed per the manufacturer's instructions and with any supplied components required to achieve compliance with NEMA OS 4.

For full code text, see 2021 WSEC Section R402.4.6

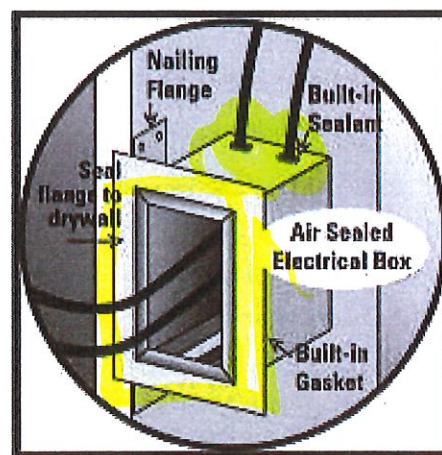
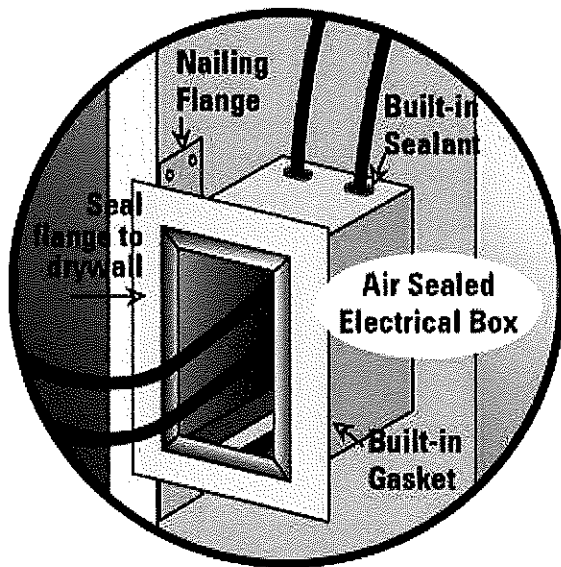


Figure 2 Air Sealed Electrical box (Source: [Air Sealing Electrical Wiring](#) / Building America Solution Center ([pnnl.gov](#))).

This handout summarizes one significant change in the 2021 Washington State Energy Code (WSEC) for those buildings defined in the code as *Residential Buildings*. See complete code text for details.



# Air-tight electrical boxes have built-in gaskets and self-sealing wire holes



**Reference:** [Air Barriers - Airtight Drywall Approach, Info-401](https://www.buildingscience.com/documents/information-sheets/air-barriers-airtight-drywall-approach)

(<https://www.buildingscience.com/documents/information-sheets/air-barriers-airtight-drywall-approach>)

**Author(s):** Lstiburek

**Organization(s):** Building Science Corporation, BSC

Brochure about creating an air barrier by sealing drywall assemblies.

## 2021 Washington State Energy Code (WSEC) Residential Significant Changes: Lighting

### BEGINNING JULY 1, 2023

In new construction, **interior lighting** in most spaces must now be controlled with either:

- a dimmer,
- an occupant sensor control, or
- other control that is installed or built into the fixture.

These controls are not required in bathrooms or hallways, or lighting that is specifically designed for safety or security.

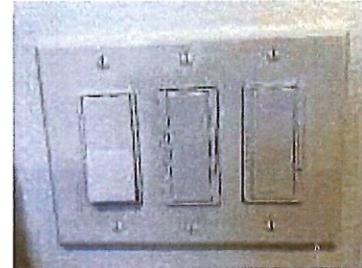


Figure 1 Dimmer capability for lighting on the middle and right switch (left switch controls a local exhaust fan).



Also, the requirement for *high-efficiency* interior lighting now applies to all lighting in the home, including kitchen appliance lighting fixtures, up from 90% of lighting in the last code edition.

Where more than 30 watts of **exterior lighting** is installed, it must now:

- have a manual on/off switch which permits automatic shut-off actions,
- be automatically shut off when sufficient daylight is present, and
- if controls can override automatic shut-off actions, the override must be capable of automatically resetting to its normal operation within 24 hours

For full code text, see 2021 WSEC Section R404



Figure 2 Image of a home with exterior lighting that would need to have automatic lighting controls.

In existing buildings (alterations and additions), new lighting must be *high-efficiency*, unless the alteration affects less than 10% of existing luminaries. The lighting controls specified above for new construction are not required.

For full code text, see 2021 WSEC Section R503.1.4

This handout summarizes one significant change in the 2021 Washington State Energy Code (WSEC) for those buildings defined in the code as *Residential Buildings*. See complete code text for details.



## 2021 Washington State Energy Code (WSEC) Residential Significant Changes: Additional Energy Efficiency Requirements

### BEGINNING JULY 1, 2023

The Additional Energy Efficiency Requirements section of the energy code (WSEC Section R406) goes beyond the base (prescriptive) code requirements and sets a minimum number of credits projects must achieve based on the project size. This section of the code is not new, however multiple changes are made to this section in the 2021 WSEC.

#### Changes to required credit values (Section R406.3):

- Additions with a cumulative total of less than 150 square feet of conditioned floor area are now exempt from obtaining additional energy efficiency credits
- Minimum credit values required adjusted for most project types, based on adjustments made in the base code language



Once the required number of credits is determined for a project, the home's heating system type is given positive or negative credits in the Fuel Normalization Table (Table R06.2). Credits are awarded to create a base equalization between fuels used to define the equivalent carbon emissions of the heating system types.

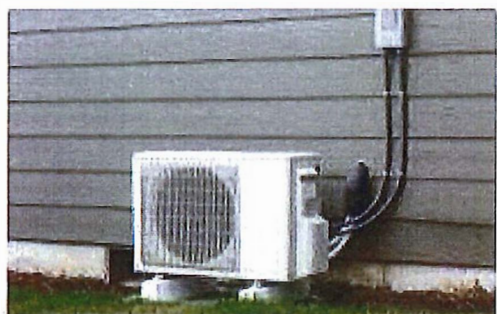


Figure 1 Ductless heat pump outside compressor.  
Image source: [Ductless \(Mini-Split\) Heat Pumps](#),  
[Building America Solution Center \(bascsl.gov\)](#)

#### Changes to heating system types (Table R406.2):

- Supplemental heating type is now considered
- Credits adjusted for most heating system types

After the heating system is evaluated, then the project must select options from a menu that includes seven categories and incorporate those energy efficient elements into the project design. The seven categories remain the same, though options within the categories are modified.

#### Change to the options menu (Table R406.3):

- Options extensively revised to reflect changes in base code
- Each 0.5 credit is equivalent to a 600 kWh energy savings
- Some options were eliminated due to the fact they are now a part of the base code requirements

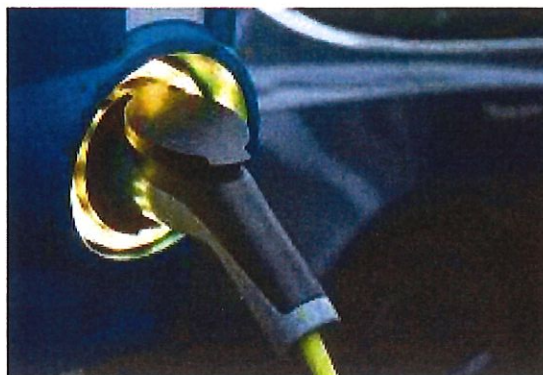




## 2021 International Residential Code (IRC) Significant Changes: Electric Vehicle Charging

**BEGINNING JULY 1, 2023**

New construction projects which create dwelling units *and* include an attached garage or attached carport will now need **to provide one 40-amp dedicated 208/240-volt branch circuit for each dwelling unit, intended for future electric vehicle charging.** This circuit may terminate in electric vehicle charging equipment; however, a junction box or receptacle outlet is also acceptable.



For full code text, see 2021 IRC Section [R309.6](#) (WA Amendment)



Figure 1 Electrical panel image. Source: [How to Install a 240-Volt Circuit Breaker \(thespruce.com\)](#)

While electric vehicles can be charged by a standard household outlet (120-volt), this "Level 1 Charging" provides about 2-5 miles of range per hour, so a full charge can take up to 24 hours. The 240-volt circuit will allow for faster charging, known as "Level 2 Charging". Level 2 charging provides about 10-25 miles of range per hour, so a full charge can take as little as 3-10 hours. For the average driver, Level 2 charging will allow them to fully charge overnight.

Installing the capability for Level 2 charging at the time of initial construction is a cost-effective way to prepare a home to be ready for an electric vehicle. This type of circuit is the same type of wiring as an electric stove or clothes dryer and can easily be installed by a professional electrician.

*This handout summarizes [one significant change in the 2021 International Residential Code \(IRC\)](#). See [complete code text](#) for details.*

## **R404.2 – Interior lighting controls**

- Code revision requires occupant sensors or dimmers – NCTCOG amendment deletes this requirement

## **R404.3 – Exterior lighting controls**

- Requires daylight sensor plus a manual on/off switch



Significant Changes to the 2021 International Codes & Amendments



## Table 508.4 – Required separation of occupancies

- Simplified table:

TABLE 508.4 REQUIRED SEPARATION OF OCCUPANCIES (HOURS)<sup>f</sup>

OCCUPANCY	A, E		I-1 <sup>a</sup> , I-3, I-4		I-2		R <sup>a</sup>		F-2, S-2 <sup>b</sup> , U		B <sup>e</sup> , F-1, M, S-1		H-1		H-2		H-3, H-4	
	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS
A, E	N	N	1	2	2	NP	1	2	N	1	1	2	NP	NP	3	4	2	3
I-1 <sup>a</sup> , I-3, I-4	1	2	N	N	2	NP	1	NP	1	2	1	2	NP	NP	3	NP	2	NP
I-2	2	NP	2	NP	N	N	2	NP	2	NP	2	NP	NP	NP	3	NP	2	NP
R <sup>a</sup>	1	2	1	NP	2	NP	N	N	1 <sup>c</sup>	2 <sup>c</sup>	1	2	NP	NP	3	NP	2	NP
F-2, S-2 <sup>b</sup> , U	N	1	1	2	2	NP	1 <sup>c</sup>	2 <sup>c</sup>	N	N	1	2	NP	NP	3	4	2	3
B <sup>e</sup> , F-1, M, S-1	1	2	1	2	2	NP	1	2	1	2	N	N	NP	NP	2	3	1	2
H-1	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	N	NP	NP	NP	NP	NP
H-2	3	4	3	NP	3	NP	3	NP	3	4	2	3	NP	NP	N	NP	1	NP
H-3, H-4	2	3	2	NP	2	NP	2	NP	2	3	1	2	NP	NP	1	NP	1 <sup>d</sup>	NP
H-5	2	NP	2	NP	2	NP	2	NP	2	NP	1	NP	NP	NP	1	NP	1	NP

Significant Changes to the 2021 International Codes & Amendments





## 609.4.1 – Garage doors

- New section requires permanent label from manufacturer identifying the manufacturer, model or series number, positive and negative design wind pressure ratings, reference installation instructions, drawings, and applicable test standard.

Significant Changes to the 2021 International Codes & Amendments



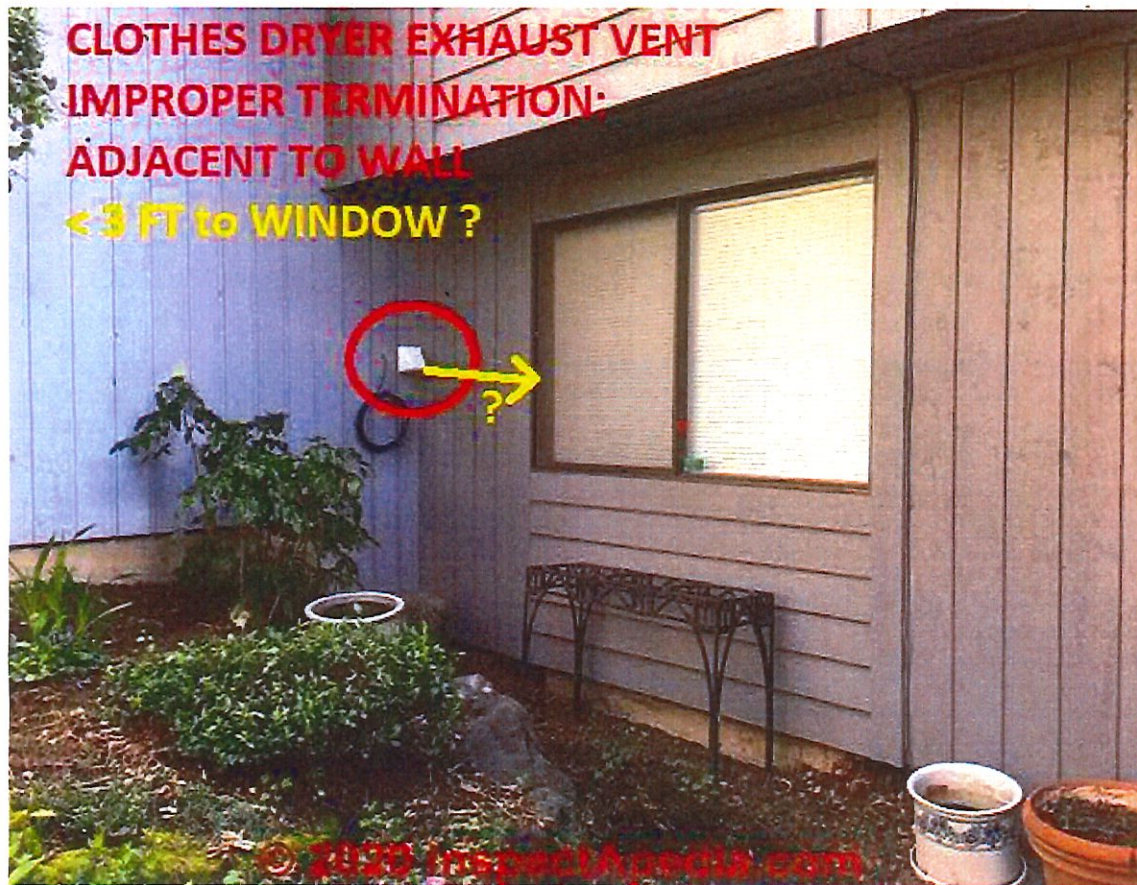


## 2447.2 – Commercial cooking appliances

- Commercial cooking appliances are not allowed in residential (previous exception allowing engineer's design has been eliminated)

Significant Changes to the 2021 International Codes & Amendments





### 1502.3 – Dryer vent termina

- Minimum clearance between duct termination and build openings, including vented
- Per manufacturer's specs, in any direction if not spec





## 314.3 – Smoke alarm locations

- If the change in ceiling height between a hallway and an adjacent room is in. or more, a smoke detector is required on the higher ceiling

Significant Changes to the 2021 International Codes & Amendments

## 307.3 & 307.4 - Blocking

- Amended by NCTCOG
- Blocking for future handicap grab bars required around at least one ground floor toilet







## **717/718 – Relining/rehabilitation of building sewers and building drains**

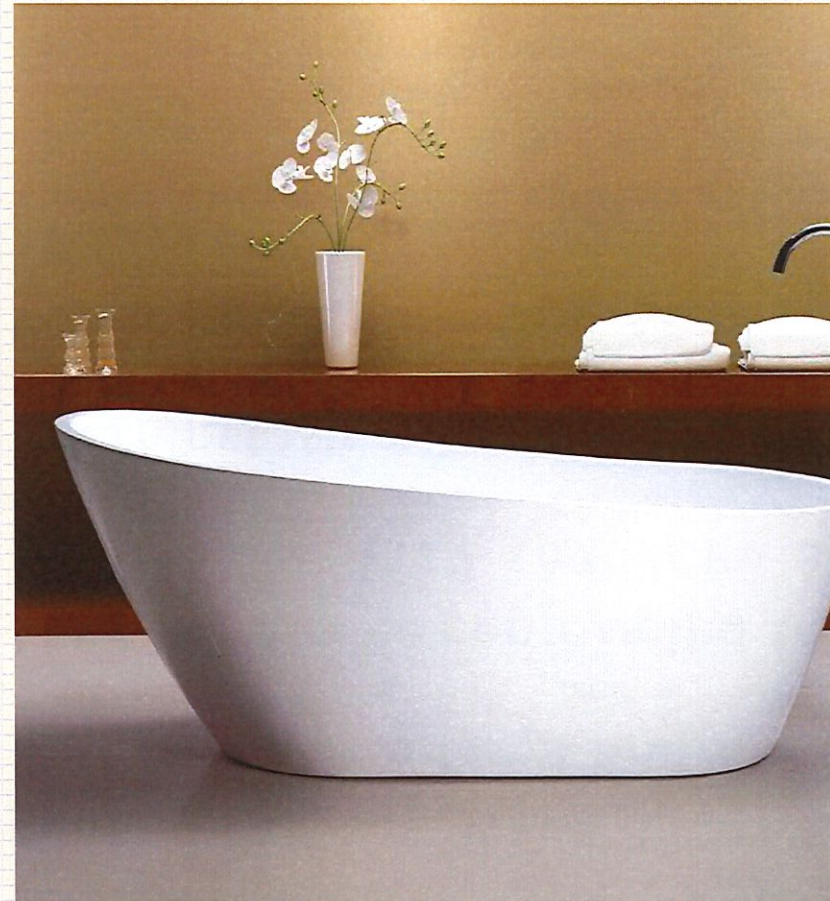
- **Addresses new technologies for relining sewer pipes as a means of repair, but must follow procedure**

Significant Changes to the 2021 International Codes & Amendments



## 407.2 – Bathtub overflows

- Overflow drains are no longer required on bathtubs; preventing the overflow is the user's responsibility



Significant Changes to the 2021 International Codes & Amendments





## Smoke & Carbon Monoxide Al

- 307 – Smoke alarms required retroactively for anything other than Level 1 work
- 308 – Carbon monoxide detectors required, with a few exceptions:
  - Level 1 work
  - Plumbing/mechanical work not involving gas appliances
  - Exterior surfaces only

Significant Changes to the 2021 International Codes & Amendments

**CITY OF LAKE FOREST PARK  
CITY COUNCIL BUDGET AND FINANCE COMMITTEE MEETING MINUTES  
May 16, 2024**

It is noted that this meeting was held in person in the Emergency Operations Center at City Hall and virtually via Zoom.

**Budget & Finance Committee members present:** Jon Lebo, Chair; Semra Riddle, Vice Chair, Paula Goode

**Budget & Finance Committee members absent:** none

**Councilmembers present:** Tracy Furutani, Larry Goldman

**Councilmembers absent:** Lorri Bodi, Deputy Mayor; Ellyn Saunders

**Staff present:** Lindsey Vaughn, Finance Director; Matt McLean, City Clerk

**Others present:** 1 visitor

**CALL TO ORDER**

Chair Lebo called the May 16, 2024, City Council Budget and Finance Committee meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

**Cmbr. Goode moved** to approve the agenda as presented. **Chair Lebo seconded. The motion to adopt the agenda as presented carried unanimously.**

**CITIZEN COMMENTS**

There was no one in the audience wishing to speak.

**DIRECTOR'S REPORT**

Director Vaughn presented the April 2024 budget monitoring dashboard.

Vice Chair Riddle arrived at 6:02 p.m.



1 **NEW BUSINESS**

2  
3 ***Purchasing Policy***

4  
5 Director Vaughn presented the item and responded to questions.

6  
7 Councilmember Lebo suggested the Council should adopt the procurement policy, and not  
8 necessarily the procedures. The Committee agreed.

9  
10 Director Vaughn stated staff will rework the purchasing policy so the Council would consider  
11 the policy and have the procedures approved by the administration separately. The revised  
12 procurement policy will be brought back at a future regular business meeting.

13  
14 ***2023-2024 Budget Amendment***

15  
16 Director Vaughn presented the item and responded to questions.

17  
18 ***Traffic Safety Camera Fines***

19  
20 Director Vaughn presented the item and responded to questions with City Clerk McLean. The  
21 ordinance amending the traffic safety camera fines will be brought forward for consideration at  
22 the next regular business meeting.

23  
24 **ADJOURNMENT**

25  
26 There being no further business, Chair Lebo adjourned the meeting at 7:48 p.m.

27  
28  
29 \_\_\_\_\_  
30 Jon Lebo, Chair

31  
32  
33 \_\_\_\_\_  
34 Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK  
COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES  
May 20, 2024**

**It is noted this meeting was held in person in the City Council Chambers and remotely via Zoom.**

**Councilmembers present:** Tracy Furutani, Vice Chair; Larry Goldman, Paula Goode, Semra Riddle

**Councilmember absent:** Lorri Bodi, Deputy Mayor; John Lebo, Ellyn Saunders

**Staff present:** Phillip Hill, City Administrator; Jeff Perrigo, Public Works Director; Lindsey Vaughn, Finance Director; Matt McLean, City Clerk

**Others present:** No visitors

**CALL TO ORDER**

Vice Chair Furutani called the May 20, 2024 Committee of the Whole meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

**Cmbr. Furutani moved** to approve the agenda as presented. **Cmbr. Goode seconded.**  
**The motion to adopt the agenda as presented carried unanimously.**

**Citizen Comments**

There was no one in the audience.

**Levy Lid-Lift Basics**

City Administrator Hill presented the item and responded to questions with Director Vaughn.

**Continued discussion regarding Healthy Street initiative**

Cmbr. Goldman presented the item. Discussion followed.

**Adjournment**

There being no further business, the meeting adjourned at 6:50 p.m.

- 1
- 2
- 3
- 4 

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Tracy Furutani, Vice Chair
- 5
- 6
- 7
- 8 

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Matt McLean, City Clerk

DRAFT



CITY OF LAKE FOREST PARK  
CITY COUNCIL REGULAR MEETING MINUTES  
May 23, 2024

It is noted this meeting was held in person in the City Council Chambers and remotely via Zoom.

**Councilmembers present:** Tracy Furutani, Council Vice Chair; Larry Goldman, Paula Goode, John Lebo, Semra Riddle, Ellyn Saunders; Lori Boddi, Deputy Mayor (via Zoom)

**Councilmembers absent:** none

**Staff present:** Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

**Others present:** 6 visitors

**CALL TO ORDER**

Vice Chair Furutani called the May 23, 2024 City Council regular meeting to order at 7:00 p.m.

**FLAG SALUTE**

Cmbr. Lebo led the Pledge of Allegiance.

**ADOPTION OF AGENDA**

**Cmbr. Riddle moved** to approve the agenda as presented. **Cmbr. Goode seconded. The motion to adopt the agenda as presented carried unanimously.**

**PUBLIC COMMENTS**

Vice Chair Furutani invited comments from the audience. The following members of the audience shared comments with the council:

- Nigel Keiffer spoke about violations of the Open Public Meetings Act regarding purchase of the Lakefront Park
- Carly Ann Caberra spoke about the effect of tire dust on the salmon population and in favor of the climate action plan
- Heather Price spoke on the science of climate and praised the climate action plan

There being no one else in the audience wishing to speak, Vice Chair Furutani closed public comments.

#### **PROCLAMATION – Recognizing June 7, 2024 as National Gun Violence Awareness Day**

Cmbr. Goode read a proclamation recognizing June 7, 2024 as National Gun Violence Awareness Day.

#### **PROCLAMATION – Recognizing June 2024 as Pride Month**

Cmbr. Goldman read a proclamation recognizing June 2024 as Pride Month.

#### **PRESENTATION – Climate Action Plan**

Climate Action Committee Chair Sarah Phillips presented the item and responded to questions.

#### **CONSENT CALENDAR**

**Cmbr. Goldman moved** to approve the Consent Calendar as presented. **Cmbr. Riddle seconded. The motion to approve the Consent Calendar as presented carried unanimously.**

- A. May 9, 2024 City Council Work Session Minutes
- B. May 9, 2024 City Council Regular Meeting Minutes
- C. Approval of City Expenditures for the Accounts Payable dated May 9, 2024 Claim Fund Check Nos. 86202 through 86249 in the amount of \$337,499.87; April 23, 2024 Payroll Fund ACH transactions in the amount of \$165,382.54 and Direct Deposit transactions in the amount of \$186,198.85; Additional approved ACH transactions: Elavon, \$1,022.89; State of Washington, \$19,472.20; US Bank, \$77,212.76; total approved claim fund transactions: \$786,789.11
- D. Approval of City Expenditures for the Account Payable dated May 23, 2024 Claim Fund Check Nos. 86250 through 86332 in the amount of \$351,175.26; May 8, 2024 Payroll Fund ACH transactions in the amount of \$183,974.55; Direct Deposit transactions in the amount of \$190,184.10; Additional approved ACH transactions are: Invoice Cloud, \$1,380.75; Wex Bank – Chevron, \$160.15; US Bank Credit Card, \$59,194.83; total approved claim fund transactions: \$786,069.64

#### **ORDINANCE 24-1291/Adopting a new chapter 3.95, Acceptance of Donations, in the Lake Forest Park Municipal Code**

City Administrator Hill presented the item and responded to questions. The item will be brought back for consideration at a future meeting.

**RESOLUTION 24-1953/Authorizing the Administration to apply for Public Works Board financing for the 40<sup>th</sup> Place NE roundabout.**

City Administrator Hill presented the item and responded to questions.

**Cmbr. Riddle moved** to approve Resolution 24-1953/Authorizing the Administration to apply for Public Works Board financing for the 40<sup>th</sup> Place NE roundabout. **Cmbr. Goode seconded. The motion to approve Resolution 24-1953 carried unanimously.**

**ORDINANCE 24-1293/Amending Chapter 10.06, Traffic Safety Cameras of the Lake Forest Park Municipal Code related to fines for Traffic Safety Camera Infractions**

City Administrator Hill presented the item and responded to questions.

**Cmbr. Riddle moved** to approve Ordinance 24-1293/Amending Chapter 10.06, Traffic Safety Cameras of the Lake Forest Park Municipal Code related to fines for Traffic Safety Camera Infractions. **Cmbr. Goldman seconded. The motion to approve Ordinance 24-1293 carried unanimously.**

**OTHER BUSINESS**

**Excuse Mayor French's Absence**

**Cmbr. Saunders moved** to excuse Mayor French from the evening's meeting. **Cmbr. Goldman seconded. The motion to excuse Mayor Franch carried, with Cmbr. Riddle opposed.**

**COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**

Cmbr. Lebo reported on the May 16, 2024 Budget & Finance Committee meeting.

Vice Chair Furutani reported on the Water Resource Inventory Area 8 Salmon Recovery Council meeting.



1   **ADJOURNMENT**

2  
3   There being no further business, Vice Chair Furutani adjourned the meeting at 8:08 p.m.

4  
5  
6   \_\_\_\_\_  
7   Tracy Furutani, Vice Chair

8  
9  
10   \_\_\_\_\_  
11   Matt McLean, City Clerk

DRAFT

City of Lake Forest Park  
SORTED TRANSACTION CHECK REGISTER  
06/13/2024

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, an Accounts Payable Dated 06/13/24 CLAIM FUND Check Nos. 86334 through 86418 in the amount of \$681,960.61, a 05/23/24 PAYROLL FUND ACH transactions in the amount of \$168,567.82 and DIRECT DEPOSIT transactions in the amount of \$186,731.46, are approved for payment this 13th day of June 2024.

**Additional approved transactions are:**  
ACH transaction Invoice Cloud in the amount of \$1,123.75  
ACH transaction Elavon in the amount of \$1,104.67  
ACH transaction State of Washington in the amount of \$11,078.53

Total approved claim fund transactions: \$1,050,566.84

City Clerk

Mayor

Finance Committee



Bank Reconciliation

Checks by Date

User: tbaker@cityoflfp.gov  
Printed: 06/06/2024 - 3:29PM  
Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	6/13/2024	Elavon		AP		1,104.67
0	6/13/2024	Invoice Cloud		AP		1,123.75
0	6/13/2024	State of Washington		AP		11,078.53
86334	6/13/2024	All Battery Sales & Service Inc.		AP		215.71
86335	6/13/2024	American Traffic Solutions Inc.		AP		66,500.00
86336	6/13/2024	Aurora Rents, Inc.		AP		441.67
86337	6/13/2024	Barcoding, Inc		AP		774.18
86338	6/13/2024	Anthony Carl Basler		AP		140.00
86339	6/13/2024	Best Plumbing		AP		158.40
86340	6/13/2024	Bright Idea Shops		AP		4,497.37
86341	6/13/2024	Brown Bear Car Wash		AP		90.00
86342	6/13/2024	Cadman Materials, Inc.		AP		278.35
86343	6/13/2024	Carahsoft Technology Corp		AP		31,432.66
86344	6/13/2024	Cascadia Consulting Group, Inc.		AP		9,052.50
86345	6/13/2024	Stephanie Castoreno-Longstreth		AP		0.40
86346	6/13/2024	Century Link		AP		115.79
86347	6/13/2024	Doug Cheney		AP		182.30
86348	6/13/2024	Cintas First Aid & Safety		AP		15.77
86349	6/13/2024	City of Lake Forest Park		AP		764.76
86350	6/13/2024	City of Sunnyside		AP		1,260.00
86351	6/13/2024	Code Publishing Company		AP		545.44
86352	6/13/2024	Conсор North America, Inc.		AP		27,895.99
86353	6/13/2024	Costco Membership		AP		120.00
86354	6/13/2024	Donald Cottons		AP		45.90
86355	6/13/2024	Databar		AP		1,012.86
86356	6/13/2024	Deluxe Corporation		AP		379.25
86357	6/13/2024	Julie Espinoza		AP		394.36
86358	6/13/2024	Evermark, LLC		AP		478.17
86359	6/13/2024	Galls, LLC		AP		851.92
86360	6/13/2024	Gordon Thomas Honeywell Gov't. Affai		AP		3,150.00
86361	6/13/2024	Gray & Osborne, Inc.		AP		19,937.83
86362	6/13/2024	Guardian Alliance Technologies, Inc		AP		40.00
86363	6/13/2024	Michael Harden		AP		129.50
86364	6/13/2024	Department 32 - 2501271310 Home De		AP		9.32
86365	6/13/2024	Laura Hurley		AP		350.00
86366	6/13/2024	Imaging Spectrum, Inc.		AP		292.42
86367	6/13/2024	James Santerelli Enterprises		AP		86.50
86368	6/13/2024	Johnson Controls		AP		3,366.36
86369	6/13/2024	Johnston Group, LLC		AP		3,925.00
86370	6/13/2024	King County Dept of Natural Resources		AP		4,803.85
86371	6/13/2024	King County Finance		AP		74.54
86372	6/13/2024	King County Finance		AP		2,654.00
86373	6/13/2024	King County Finance		AP		1,008.26
86374	6/13/2024	King County Finance		AP		14,995.57
86375	6/13/2024	King County Finance		AP		1,768.33
86376	6/13/2024	King County Finance & Business		AP		226,777.65



Check No	Check Date	Name	Comment	Module	Clear Date	Section 8, ItemD.
86377	6/13/2024	King County Pet License		AP		60.00
86378	6/13/2024	LaMotte Company		AP		13.50
86379	6/13/2024	Litho Craft, Inc.		AP		3,022.70
86380	6/13/2024	Vlademar Lodholm		AP		130.00
86381	6/13/2024	Navia Benefit Solutions		AP		300.00
86382	6/13/2024	Nelson Truck & Equipment Co Inc.		AP		936.70
86383	6/13/2024	Norcom 911		AP		115,140.49
86384	6/13/2024	North Urban H.S. Alliance		AP		1,000.00
86385	6/13/2024	Northshore Utility District		AP		193.46
86386	6/13/2024	Office Depot, Inc.		AP		433.75
86387	6/13/2024	Olympic Environmental Resources, Inc.		AP		2,750.00
86388	6/13/2024	O'Reilly Automotive Stores, Inc.		AP		24.28
86389	6/13/2024	Pacific Air Control, Inc.		AP		312.42
86390	6/13/2024	Pacific Office Automation		AP		469.66
86391	6/13/2024	Parametrix, Inc		AP		1,602.84
86392	6/13/2024	Performance Systems Integration		AP		2,083.50
86393	6/13/2024	Katie Phillips		AP		60.30
86394	6/13/2024	Progressive Animal Welfare Society		AP		234.00
86395	6/13/2024	Puget Sound Energy		AP		54.15
86396	6/13/2024	Puget Sound Executive Services, Inc.		AP		1,046.75
86397	6/13/2024	Esther Rawner and Paul Frederick Bartl		AP		162.57
86398	6/13/2024	William Roberts		AP		415.32
86399	6/13/2024	Greg Schaeffer		AP		116.77
86400	6/13/2024	SCJ Alliance		AP		16,615.80
86401	6/13/2024	Snohomish Co Sheriff's Office		AP		14,454.99
86402	6/13/2024	Snohomish County Sheriff's Office		AP		24.64
86403	6/13/2024	Staples Advantage		AP		1,083.65
86404	6/13/2024	Summit Law Group PLLC		AP		1,672.50
86405	6/13/2024	Craig Teschlog		AP		44.50
86406	6/13/2024	The Watershed Company		AP		38,470.43
86407	6/13/2024	Bich Thuy Thi Vu		AP		35.00
86408	6/13/2024	Transpo Group USA Inc		AP		17,663.53
86409	6/13/2024	Transportation Solutions Inc		AP		16,541.87
86410	6/13/2024	United Rentals		AP		1,694.21
86411	6/13/2024	Uplake Associates LLC		AP		90.85
86412	6/13/2024	Utilities Underground Location Ctr.		AP		92.40
86413	6/13/2024	Velocity Systems		AP		817.01
86414	6/13/2024	Ventilation Power Cleaning, Inc.		AP		9,924.91
86415	6/13/2024	Washington State Department of Licens		AP		201.00
86416	6/13/2024	Washington State Patrol		AP		232.00
86417	6/13/2024	Westlake Hardware WA-153		AP		585.28
86418	6/13/2024	Eduardo Zaldibar		AP		140.00
Total Check Count:						88
Total Check Amount:						695,267.56



Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov  
Printed: 5/31/2024 12:24 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	05/23/2024	36,312.01
ACH	NAVIA	Navia Benefit Solutions, Inc.	05/23/2024	772.09
ACH	NAVIAFSA	Navia - FSA	05/23/2024	323.34
ACH	PFLTRUST	LFP PFL Trust Account	05/23/2024	2,002.47
ACH	TEAMDR	National D.R.I.V.E.	05/23/2024	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	05/23/2024	1,015.76
ACH	WASUPREG	Washington State Support Registry	05/23/2024	180.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	05/23/2024	1,688.53
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	05/23/2024	8,290.75
ACH	ZAWC	AWC	05/23/2024	1,377.15
ACH	ZDREAHE	Dream Ahead	05/23/2024	100.00
ACH	ZEMPSEC	Employment Security Dept.	05/23/2024	541.29
ACH	ZEMPWACA	Wa.Cares Tax	05/23/2024	859.63
ACH	ZGUILD	LFP Employee Guild	05/23/2024	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	05/23/2024	31,790.14
ACH	ZL&I	Washington State Department of Labor & I	05/23/2024	6,844.55
ACH	ZLEOFF	Law Enforcement Retirement	05/23/2024	14,977.78
ACH	ZLFPIRS	Lake Forest Park/IRS	05/23/2024	36,057.05
ACH	ZPERS	Public Employees Retirement	05/23/2024	23,990.33
ACH	ZTEAM	Teamsters Local Union #117	05/23/2024	169.26
ACH	ZWATWT	Washington Teamsters Welfare Trust	05/23/2024	296.24
Total for 5/23/2024:				168,567.82
Report Total (21 checks):				168,567.82

# Bank Reconciliation

## Checks by Date

User: tbaker@cityoflfp.gov  
Printed: 06/06/2024 - 3:33PM  
Cleared and Not Cleared Checks



Section 8, ItemD.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/23/2024		DD 00523.05.2024	PR		186,059.70
0	5/23/2024		DD 05233.05.2024	PR		671.76
Total Check Count:						2
Total Check Amount:						186,731.46





CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	April 25, 2024
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
	Kim Adams-Pratt, City Attorney
Title	Resolution 24-1955/Authorizing the Mayor to execute an amendment to and extension of the Verra Mobility Professional Services Agreement

Legislative History

- First Presentation – City Council Committee of the Whole – April 22, 2024
- Second Presentation – City Council Regular Meeting – June 13, 2024

Attachments:

1. Resolution 24-1955
2. Amended Verra Mobility Professional Services Agreement
3. Original Verra Mobility Professional Services Agreement
4. RCW 46.63.170

Executive Summary

The city council has approved adding a speed camera system in conjunction with the school zone camera system on NE 178<sup>th</sup> Street for the Brookside Elementary school zone to address excessive speeds outside school zone hours. This location was designated by the City Council as a No Race Zone in LFPMC 9.35.050 (Ordinance No. 23-1284) effective December 24, 2023. This camera location is permissible under RCW 46.63.170 to prevent exhibitions of speed.

An amendment to the contract with Verra Mobility, the company that owns and operates the city’s traffic safety cameras, was necessary because a new type of camera was added to the city’s traffic safety camera enforcement program. Before the council is the proposed amendment to the professional services agreement with Verra Mobility, incorporating the new speed camera type and associated fee

structure, providing a definition for “Speed Zone,” amending the agreement dates to reflect this current five (5) year renewal, providing for a future renewal, and increasing fees as allowed by the contract at a CPI rate (April 2024) of 3.4%.

Background

The current contract with Verra Mobility was executed in 2019, with an initial term of 5-years and one automatic extension of 5-years, set to renew this fall. Due to the city’s desire to add a new camera type, “speed camera,” a new pricing structure needs to be incorporated into the contract, necessitating the need to amend the contract rather than merely executing the automatic extension.

Fiscal & Policy Implications

The proposed fee structure is like those in the current contract. The base monthly fee for the new speed cameras provides processing by Verra Mobility of up to 400 infractions per month. Infractions issued in excess of 400 in a given month will incur a \$5.00 processing fee per issued infraction.

Alternatives

Options	Results
<ul style="list-style-type: none"><li>Approve the mayor to execute the amended contract</li></ul>	Speed cameras will be an available option for the city
<ul style="list-style-type: none"><li>Do not approve the mayor to execute the amended contract</li></ul>	The 5-year contract extension will be exercised per the current contract and speed cameras will not be included as an option

Staff Recommendation

Review the proposed contract amendment and provide the administration with any items to be clarified in anticipation of possible council action at the June 27, 2024, regular council meeting.

RESOLUTION NO. 24-1955

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, AUTHORIZING  
THE MAYOR TO EXECUTE AN AMENDMENT AND  
EXTENSION TO THE PROFESSIONAL SERVICES  
AGREEMENT WITH VERRA MOBILITY FOR TRAFFIC  
SAFETY CAMERAS

**WHEREAS**, the City began using American Traffic Solutions, Inc. (ATS), for its Traffic Safety Photo Enforcement Program (Program) in 2010; and

**WHEREAS**, in 2019, Verra Mobility acquired ATS, and the City entered into a contract with Verra Mobility in June 2019 for an initial term of five years; and

**WHEREAS**, the City Council has determined that it is in the interest of public safety to add a speed camera along NE 178th Street, a designated No Race Zone; and

**WHEREAS**, the addition of this type of traffic safety camera requires an amendment to the Verra Mobility agreement along with an extension of the agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The Mayor is hereby authorized to execute the Amendment To Professional Services Agreement with Verra Mobility, for continued traffic safety photo enforcement program services and system upgrades to the school zone locations, a copy of which is attached hereto as Exhibit A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Thomas French  
Mayor



ATTEST/AUTHENTICATED:

---

Matt McLean  
City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1955

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024 and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and the City of Lake Forest Park, Washington a Municipal Corporation of the state of Washington (the "Customer").

### RECITALS

WHEREAS, on, or about, July 8, 2019, the Customer and Verra Mobility entered into a Professional Services Agreement for the Customer's use of certain equipment and a Back Office System or BOS to enforce traffic violations (the "Agreement"). BOS is defined as the proprietary back-end system that processes Events and Violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts; and

WHEREAS, Section 16 of the Agreement, respectively, allow for the parties to amend and modify the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, the Customer and Verra Mobility do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Section I. is amended to add the definition of "Speed Zone" as provide below:  
  

"Speed Zone": The marked area where signs are posted to indicate the location is within a zone where traffic safety cameras are used to detect when a vehicle exceeds a posted speed limit.
3. Notwithstanding anything in section II.3 of the Agreement to the contrary, the term date of the Agreement is hereby extended to December 31, 2029. This Agreement will automatically extend for one additional five (5) year term. All other terms and conditions of section II.3 of the Agreement shall remain the same and unchanged.
4. The parties agree section II.5.3 of the Agreement shall apply to this current five (5) year renewal term (2024 – 2029) and section II.5.3 shall remain in full force and effect for the next renewal term (2030 – 2035).
5. Exhibit A is deleted in its entirety and replaced with the attached revised Exhibit A .
6. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
7. The provisions of this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Amendment are merged into this Amendment.
8. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

**d/b/a VERRA MOBILITY**

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Name/'Title: Tom French, Mayor

Name/'Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_.

DRAFT



**EXHIBIT A SERVICE FEE SCHEDULE****Description of Pricing**

Fees are based on per Camera System per month and are as follows:

<b>Product Description</b>	<b>Fee per Camera per Month</b>
<b>1-2 Lane Red Light Safety Camera System</b> - includes existing Camera Systems and Camera Systems installed subsequent to the effective date of this Agreement - the parties shall mutually agree on the number of units to be installed. <u>Fee is for a single Camera System monitoring a single direction of travel.</u>	\$4,394.50
<b>3-4 Lane Red Light Safety Camera System</b> - includes existing Camera Systems and Camera Systems installed subsequent to the effective date of this Agreement - the parties shall mutually agree on the number of units to be installed. <u>Fee is for a single Camera System monitoring a single direction of travel.</u>	\$4,911.50
<b>1-4 Lane Fixed Site 24/7 Speed Safety Camera System and/or School Zone Speed Safety Camera System</b> - includes existing Camera Systems and Camera Systems installed subsequent to the effective date of this Agreement - the parties shall mutually agree on the number of units to be installed. <u>Fee is for a single Camera System monitoring a single direction of travel.</u>	\$4,911.50
<p><b><u>Service Fees:</u></b> Service Fees per Camera System above includes all costs required and associated with Camera System equipment and installation for monitoring up to 4 lanes and two signal phases, routine maintenance, use of Axis System for back-office operations, Event processing services, OMV records access, First Class mailing of notice of infraction, lockbox and epayment processing services (excluding per item process fee and user convenience fee, if applicable), IVR call center support for general Program questions and public awareness Program support. This pricing applies to all Cameras installed within the first twelve (12) months of the term of this Agreement.</p> <p>Fee includes up to 400 issued infractions per camera per month for the combination 24/7 speed safety and school zone enforcement sites. For any issued infractions issued over 400 per camera per month for the combination 24/7 speed safety and school zone enforcement sites there will be a \$5.00 processing fee per issued infraction.</p> <p>Fee includes up to 800 issued infractions per camera per month for all other school zone enforcement and red light camera sites. For any issued infractions issued over 800 per camera per month for school zone enforcement and red light camera sites there will be a \$5.00 processing fee per issued infraction.</p> <p>Verra Mobility's per Camera System monthly fee includes postage for the first class mailing of standard offering. Any additional mailings or Certified mail is extra and will be billed per unit as published by the US Postal Service plus a \$2.00 per page service charge. The Video Retrieval Fee pursuant to subsection 1.2.13 of Exhibit B below is \$10.00 per fifteen minute video clip.</p>	

**RCW 46.63.170 Automated traffic safety cameras—Definition.**

**(Effective until June 30, 2025.)** (1) The use of automated traffic safety cameras for issuance of notices of infraction is subject to the following requirements:

(a) Except for proposed locations used solely for the pilot program purposes permitted under subsection (6) of this section, the appropriate local legislative authority must prepare an analysis of the locations within the jurisdiction where automated traffic safety cameras are proposed to be located: (i) Before enacting an ordinance allowing for the initial use of automated traffic safety cameras; and (ii) before adding additional cameras or relocating any existing camera to a new location within the jurisdiction. Automated traffic safety cameras may be used to detect one or more of the following: Stoplight, railroad crossing, school speed zone violations, speed violations on any roadway identified in a school walk area as defined in RCW 28A.160.160, speed violations in public park speed zones, hospital speed zones, speed violations subject to (c) or (d) of this subsection, or violations included in subsection (6) of this section for the duration of the pilot program authorized under subsection (6) of this section. At a minimum, the local ordinance must contain the restrictions described in this section and provisions for public notice and signage. Cities and counties using automated traffic safety cameras before July 24, 2005, are subject to the restrictions described in this section, but are not required to enact an authorizing ordinance. Beginning one year after June 7, 2012, cities and counties using automated traffic safety cameras must post an annual report of the number of traffic accidents that occurred at each location where an automated traffic safety camera is located as well as the number of notices of infraction issued for each camera and any other relevant information about the automated traffic safety cameras that the city or county deems appropriate on the city's or county's website.

(b) (i) Except as provided in (c) and (d) of this subsection and subsection (6) of this section, use of automated traffic safety cameras is restricted to the following locations only: (A) Intersections of two or more arterials with traffic control signals that have yellow change interval durations in accordance with RCW 47.36.022, which interval durations may not be reduced after placement of the camera; (B) railroad crossings; (C) school speed zones; (D) roadways identified in a school walk area as defined in RCW 28A.160.160; (E) public park speed zones, as defined in (b)(ii) of this subsection; and (F) hospital speed zones, as defined in (b)(ii) of this subsection.

(ii) For the purposes of this section:

(A) "Public park speed zone" means the marked area within public park property and extending 300 feet from the border of public park property (I) consistent with active park use; and (II) where signs are posted to indicate the location is within a public park speed zone.

(B) "Hospital speed zone" means the marked area within hospital property and extending 300 feet from the border of hospital property (I) consistent with hospital use; and (II) where signs are posted to indicate the location is within a hospital speed zone, where "hospital" has the same meaning as in RCW 70.41.020.

(c) In addition to the automated traffic safety cameras authorized under (d) of this subsection, any city west of the Cascade mountains with a population of more than 195,000 located in a county

with a population of fewer than 1,500,000 may operate an automated traffic safety camera to detect speed violations subject to the following limitations:

(i) A city may only operate one such automated traffic safety camera within its respective jurisdiction; and

(ii) The use and location of the automated traffic safety camera must have first been authorized by the Washington state legislature as a pilot project for at least one full year.

(d) (i) Cities may operate at least one automated traffic safety camera under this subsection to detect speed violations, subject to the requirements of (d) (ii) of this subsection. Cities may operate one additional automated traffic safety camera to detect speed violations for every 10,000 residents included in the city's population. Cameras must be placed in locations that comply with one of the following:

(A) The location has been identified as a priority location in a local road safety plan that a city has submitted to the Washington state department of transportation and where other speed reduction measures are not feasible or have not been sufficiently effective at reducing travel speed;

(B) The location has a significantly higher rate of collisions than the city average in a period of at least three years prior to installation and other speed reduction measures are not feasible or have not been sufficiently effective at reducing travel speed; or

(C) The location is in an area within the city limits designated by local ordinance as a zone subject to specified restrictions and penalties on racing and race attendance.

(ii) A city locating an automated traffic safety camera under this subsection (1)(d) must complete an equity analysis that evaluates livability, accessibility, economics, education, and environmental health, and shall consider the outcome of that analysis when identifying where to locate an automated traffic safety camera.

(e) All locations where an automated traffic safety camera is used to detect speed violations on roadways identified in a school walk area, speed violations in public park speed zones, speed violations in hospital speed zones, or speed violations under (d) of this subsection must be clearly marked by placing signs in locations that clearly indicate to a driver either: (i) That the driver is within a school walk area, public park speed zone, or hospital speed zone; or (ii) that the driver is entering an area where speed violations are enforced by an automated traffic safety camera. Signs placed in automated traffic safety camera locations after June 7, 2012, must follow the specifications and guidelines under the manual of uniform traffic control devices for streets and highways as adopted by the department of transportation under chapter 47.36 RCW.

(f) Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. The picture must not reveal the face of the driver or of passengers in the vehicle. The primary purpose of camera placement is to take pictures of the vehicle and vehicle license plate when an infraction is occurring. Cities and counties shall consider installing cameras in a manner that minimizes the impact of camera flash on drivers.

(g) A notice of infraction must be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of a vehicle within 14 days of establishing the renter's name and address under subsection (3)(a) of this section. The law enforcement officer issuing the notice of infraction shall include with it a certificate



or facsimile thereof, based upon inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs, or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated traffic safety camera may respond to the notice by mail.

(h) The registered owner of a vehicle is responsible for an infraction under RCW 46.63.030(1)(d) unless the registered owner overcomes the presumption in RCW 46.63.075, or, in the case of a rental car business, satisfies the conditions under subsection (3) of this section. If appropriate under the circumstances, a renter identified under subsection (3)(a) of this section is responsible for an infraction.

(i) Notwithstanding any other provision of law, all photographs, microphotographs, or electronic images, or any other personally identifying data prepared under this section are for the exclusive use of law enforcement in the discharge of duties under this section and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph, or electronic image, or any other personally identifying data may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.

(j) All locations where an automated traffic safety camera is used must be clearly marked at least 30 days prior to activation of the camera by placing signs in locations that clearly indicate to a driver that he or she is entering a zone where traffic laws are enforced by an automated traffic safety camera. Signs placed in automated traffic safety camera locations after June 7, 2012, must follow the specifications and guidelines under the manual of uniform traffic control devices for streets and highways as adopted by the department of transportation under chapter 47.36 RCW.

(k) If a county or city has established an authorized automated traffic safety camera program under this section, the compensation paid to the manufacturer or vendor of the equipment used must be based only upon the value of the equipment and services provided or rendered in support of the system, and may not be based upon a portion of the fine or civil penalty imposed or the revenue generated by the equipment.

(l) If a city is operating an automated traffic safety camera to detect speed violations on roadways identified in a school walk area, speed violations in public park speed zones, speed violations in hospital speed zones, or speed violations under (d) of this subsection, the city shall remit monthly to the state 50 percent of the noninterest money received for infractions issued by those cameras excess of the cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions. Money remitted under this subsection to the state treasurer shall be deposited in the Cooper Jones active transportation safety account created in RCW 46.68.480. This subsection (1)(l) does not apply to automated traffic safety cameras authorized for stoplight, railroad crossing, or school speed zone violations.

(2) Infractions detected through the use of automated traffic safety cameras are not part of the registered owner's driving record under RCW 46.52.101 and 46.52.120. Additionally, infractions generated by the use of automated traffic safety cameras under this section shall be processed in the same manner as parking infractions, including for the purposes of RCW 3.50.100, 35.20.220, 46.16A.120, and 46.20.270(2). Except as provided otherwise in subsection (6) of this section, the amount of the fine issued for an infraction generated through the use of an automated traffic safety camera shall not exceed the amount of a fine issued for other parking infractions within the jurisdiction. However, the amount of the fine issued for a traffic control signal violation detected through the use of an automated traffic safety camera shall not exceed the monetary penalty for a violation of RCW 46.61.050 as provided under RCW 46.63.110, including all applicable statutory assessments.

(3) If the registered owner of the vehicle is a rental car business, the law enforcement agency shall, before a notice of infraction being issued under this section, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within 18 days of receiving the written notice, provide to the issuing agency by return mail:

(a) A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or

(b) A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection must be accompanied by a copy of a filed police report regarding the vehicle theft; or

(c) In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

Timely mailing of this statement to the issuing law enforcement agency relieves a rental car business of any liability under this chapter for the notice of infraction.

(4) Nothing in this section prohibits a law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under RCW 46.63.030(1) (a), (b), or (c).

(5) (a) For the purposes of this section, "automated traffic safety camera" means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system, a railroad grade crossing control system, or a speed measuring device, and a camera synchronized to automatically record one or more sequenced photographs, microphotographs, or electronic images of the rear of a motor vehicle at the time the vehicle fails to stop when facing a steady red traffic control signal or an activated railroad grade crossing control signal, or exceeds a speed limit as detected by a speed measuring device.

(b) For the purposes of the pilot program authorized under subsection (6) of this section, "automated traffic safety camera" also includes a device used to detect stopping at intersection or crosswalk violations; stopping when traffic obstructed violations; public transportation only lane violations; and stopping or traveling in restricted lane violations. The device, including all technology defined under "automated traffic safety camera," must not reveal the

face of the driver or the passengers in vehicles, and must not use any facial recognition technology in real time or after capturing any information. If the face of any individual in a crosswalk or otherwise within the frame is incidentally captured, it may not be made available to the public nor used for any purpose including, but not limited to, any law enforcement action, except in a pending action or proceeding related to a violation under this section.

(6) (a) (i) A city with a population greater than 500,000 may adopt an ordinance creating a pilot program authorizing automated traffic safety cameras to be used to detect one or more of the following violations: Stopping when traffic obstructed violations; stopping at intersection or crosswalk violations; public transportation only lane violations; and stopping or traveling in restricted lane violations. Under the pilot program, stopping at intersection or crosswalk violations may only be enforced at the 20 intersections where the city would most like to address safety concerns related to stopping at intersection or crosswalk violations. At a minimum, the local ordinance must contain the restrictions described in this section and provisions for public notice and signage.

(ii) Except where specifically exempted, all of the rules and restrictions applicable to the use of automated traffic safety cameras in this section apply to the use of automated traffic safety cameras in the pilot program established in this subsection (6).

(iii) As used in this subsection (6), "public transportation vehicle" means any motor vehicle, streetcar, train, trolley vehicle, ferry boat, or any other device, vessel, or vehicle that is owned or operated by a transit authority or an entity providing service on behalf of a transit authority that is used for the purpose of carrying passengers and that operates on established routes. "Transit authority" has the meaning provided in RCW 9.91.025.

(b) Use of automated traffic safety cameras as authorized in this subsection (6) is restricted to the following locations only: Locations authorized in subsection (1)(b) of this section; and midblock on arterials. Additionally, the use of automated traffic safety cameras as authorized in this subsection (6) is further limited to the following:

(i) The portion of state and local roadways in downtown areas of the city used for office and commercial activities, as well as retail shopping and support services, and that may include mixed residential uses;

(ii) The portion of state and local roadways in areas in the city within one-half mile north of the boundary of the area described in

(b) (i) of this subsection;

(iii) Portions of roadway systems in the city that travel into and out of (b)(ii) of this subsection that are designated by the Washington state department of transportation as noninterstate freeways for up to four miles; and

(iv) Portions of roadway systems in the city connected to the portions of the noninterstate freeways identified in (b)(iii) of this subsection that are designated by the Washington state department of transportation as arterial roadways for up to one mile from the intersection of the arterial roadway and the noninterstate freeway.

(c) However, automated traffic safety cameras may not be used on an on-ramp to an interstate.

(d) From June 11, 2020, through December 31, 2020, a warning notice with no penalty must be issued to the registered owner of the vehicle for a violation generated through the use of an automated



traffic safety camera authorized in this subsection (6). Beginning January 1, 2021, a notice of infraction must be issued, in a manner consistent with subsections (1) (g) and (3) of this section, for a violation generated through the use of an automated traffic safety camera authorized in this subsection (6). However, the penalty for the violation may not exceed \$75.

(e) For infractions issued as authorized in this subsection (6), a city with a pilot program shall remit monthly to the state 50 percent of the noninterest money received under this subsection (6) in excess of the cost to install, operate, and maintain the automated traffic safety cameras for use in the pilot program. Money remitted under this subsection to the state treasurer shall be deposited in the Cooper Jones active transportation safety account created in RCW 46.68.480. The remaining 50 percent retained by the city must be used only for improvements to transportation that support equitable access and mobility for persons with disabilities.

(f) A transit authority may not take disciplinary action, regarding a warning or infraction issued pursuant to this subsection (6), against an employee who was operating a public transportation vehicle at the time the violation that was the basis of the warning or infraction was detected.

(g) A city that implements a pilot program under this subsection (6) must provide a preliminary report to the transportation committees of the legislature by June 30, 2024, and a final report by January 1, 2025, on the pilot program that includes the locations chosen for the automated traffic safety cameras used in the pilot program, the number of warnings and traffic infractions issued under the pilot program, the number of traffic infractions issued with respect to vehicles registered outside of the county in which the city is located, the infrastructure improvements made using the penalty moneys as required under (e) of this subsection, an equity analysis that includes any disproportionate impacts, safety, and on-time performance statistics related to the impact on driver behavior of the use of automated traffic safety cameras in the pilot program, and any recommendations on the use of automated traffic safety cameras to enforce the violations that these cameras were authorized to detect under the pilot program. [2022 c 182 § 423; 2020 c 224 § 1; 2015 3rd sp.s. c 44 § 406; 2015 1st sp.s. c 10 § 702; 2013 c 306 § 711. Prior: 2012 c 85 § 3; 2012 c 83 § 7; 2011 c 367 § 704; 2010 c 161 § 1127; 2009 c 470 § 714; 2007 c 372 § 3; 2005 c 167 § 1.]

**Expiration date—2022 c 182 § 423:** "Section 423 of this act expires June 30, 2025." [2022 c 182 § 506.]

**Intent—Effective date—2022 c 182:** See notes following RCW 70A.65.240.

**Expiration date—2022 c 182; 2020 c 224 § 1:** "Section 1 of this act expires June 30, 2025." [2022 c 182 § 505; 2020 c 224 § 3.]

**Effective date—2015 3rd sp.s. c 44:** See note following RCW 46.68.395.

**Effective date—2015 1st sp.s. c 10:** See note following RCW 43.19.642.

**Effective date—2013 c 306:** See note following RCW 47.64.170.

**Findings—Intent—2012 c 85:** "The legislature finds that it is in the interests of the driving public to continue to provide for a uniform system of traffic control signals, including provisions relative to yellow light durations, fine amounts for certain traffic control signal violations, and signage and reporting requirements at certain traffic control signal locations. The legislature further finds that a uniform system of traffic control signals greatly enhances the public's confidence in a safe and equitable highway network. Therefore, it is the intent of the legislature to harmonize and make uniform certain legal provisions relating to traffic control signals." [2012 c 85 § 1.]

**Effective date—2011 c 367 §§ 703, 704, 716, and 719:** See note following RCW 46.18.060.

**Effective date—Intent—Legislation to reconcile chapter 161, Laws of 2010 and other amendments made during the 2010 legislative session—2010 c 161:** See notes following RCW 46.04.013.

**Effective date—2009 c 470:** See note following RCW 46.68.170.

**RCW 46.63.170 Automated traffic safety cameras—Definition. (Effective June 30, 2025.)** (1) The use of automated traffic safety cameras for issuance of notices of infraction is subject to the following requirements:

(a) The appropriate local legislative authority must prepare an analysis of the locations within the jurisdiction where automated traffic safety cameras are proposed to be located: (i) Before enacting an ordinance allowing for the initial use of automated traffic safety cameras; and (ii) before adding additional cameras or relocating any existing camera to a new location within the jurisdiction. Automated traffic safety cameras may be used to detect one or more of the following: Stoplight, railroad crossing, school speed zone violations, speed violations on any roadway identified in a school walk area as defined in RCW 28A.160.160, speed violations in public park speed zones, hospital speed zones, or speed violations subject to (c) or (d) of this subsection. At a minimum, the local ordinance must contain the restrictions described in this section and provisions for public notice and signage. Cities and counties using automated traffic safety cameras before July 24, 2005, are subject to the restrictions described in this section, but are not required to enact an authorizing ordinance. Beginning one year after June 7, 2012, cities and counties using automated traffic safety cameras must post an annual report of the number of traffic accidents that occurred at each location where an automated traffic safety camera is located as well as the number of notices of infraction issued for each camera and any other relevant information about the automated traffic safety cameras that the city or county deems appropriate on the city's or county's website.

(b) (i) Except as provided in (c) and (d) of this subsection, use of automated traffic safety cameras is restricted to the following locations only: (A) Intersections of two arterials with traffic control signals that have yellow change interval durations in

accordance with RCW 47.36.022, which interval durations may not be reduced after placement of the camera; (B) railroad crossings; (C) school speed zones; (D) roadways identified in a school walk area as defined in RCW 28A.160.160; (E) public park speed zones, as defined in (b)(ii) of this subsection; and (F) hospital speed zones, as defined in (b)(ii) of this subsection.

(ii) For the purposes of this section:

(A) "Public park speed zone" means the marked area within public park property and extending 300 feet from the border of public park property (I) consistent with active park use; and (II) where signs are posted to indicate the location is within a public park speed zone.

(B) "Hospital speed zone" means the marked area within hospital property and extending 300 feet from the border of hospital property (I) consistent with hospital use; and (II) where signs are posted to indicate the location is within a hospital speed zone, where "hospital" has the same meaning as in RCW 70.41.020.

(c) In addition to the automated traffic safety cameras authorized under (d) of this subsection, any city west of the Cascade mountains with a population of more than 195,000 located in a county with a population of fewer than 1,500,000 may operate an automated traffic safety camera to detect speed violations subject to the following limitations:

(i) A city may only operate one such automated traffic safety camera within its respective jurisdiction; and

(ii) The use and location of the automated traffic safety camera must have first been authorized by the Washington state legislature as a pilot project for at least one full year.

(d)(i) Cities may operate at least one automated traffic safety camera under this subsection to detect speed violations, subject to the requirements of (d)(ii) of this subsection. Cities may operate one additional automated traffic safety camera to detect speed violations for every 10,000 residents included in the city's population. Cameras must be placed in locations that comply with one of the following:

(A) The location has been identified as a priority location in a local road safety plan that a city has submitted to the Washington state department of transportation and where other speed reduction measures are not feasible or have not been sufficiently effective at reducing travel speed;

(B) The location has a significantly higher rate of collisions than the city average in a period of at least three years prior to installation and other speed reduction measures are not feasible or have not been sufficiently effective at reducing travel speed; or

(C) The location is in an area within the city limits designated by local ordinance as a zone subject to specified restrictions and penalties on racing and race attendance.

(ii) A city locating an automated traffic safety camera under this subsection (1)(d) must complete an equity analysis that evaluates livability, accessibility, economics, education, and environmental health, and shall consider the outcome of that analysis when identifying where to locate an automated traffic safety camera.

(e) All locations where an automated traffic safety camera is used to detect speed violations on roadways identified in a school walk area, speed violations in public park speed zones, speed violations in hospital speed zones, or speed violations under (d) of this subsection must be clearly marked by placing signs in locations that clearly indicate to a driver either: (i) That the driver is within a school walk area, public park speed zone, or hospital speed



zone; or (ii) that the driver is entering an area where speed violations are enforced by an automated traffic safety camera. Signs placed in automated traffic safety camera locations after June 7, 2012, must follow the specifications and guidelines under the manual of uniform traffic control devices for streets and highways as adopted by the department of transportation under chapter 47.36 RCW.

(f) Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. The picture must not reveal the face of the driver or of passengers in the vehicle. The primary purpose of camera placement is to take pictures of the vehicle and vehicle license plate when an infraction is occurring. Cities and counties shall consider installing cameras in a manner that minimizes the impact of camera flash on drivers.

(g) A notice of infraction must be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of a vehicle within 14 days of establishing the renter's name and address under subsection (3)(a) of this section. The law enforcement officer issuing the notice of infraction shall include with it a certificate or facsimile thereof, based upon inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs, or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated traffic safety camera may respond to the notice by mail.

(h) The registered owner of a vehicle is responsible for an infraction under RCW 46.63.030(1)(d) unless the registered owner overcomes the presumption in RCW 46.63.075, or, in the case of a rental car business, satisfies the conditions under subsection (3) of this section. If appropriate under the circumstances, a renter identified under subsection (3)(a) of this section is responsible for an infraction.

(i) Notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this section are for the exclusive use of law enforcement in the discharge of duties under this section and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph, or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.

(j) All locations where an automated traffic safety camera is used must be clearly marked at least 30 days prior to activation of the camera by placing signs in locations that clearly indicate to a driver that he or she is entering a zone where traffic laws are enforced by an automated traffic safety camera. Signs placed in automated traffic safety camera locations after June 7, 2012, must follow the specifications and guidelines under the manual of uniform traffic control devices for streets and highways as adopted by the department of transportation under chapter 47.36 RCW.

(k) If a county or city has established an authorized automated traffic safety camera program under this section, the compensation

paid to the manufacturer or vendor of the equipment used must be based only upon the value of the equipment and services provided or rendered in support of the system, and may not be based upon a portion of the fine or civil penalty imposed or the revenue generated by the equipment.

(1) If a city is operating an automated traffic safety camera to detect speed violations on roadways identified in a school walk area, speed violations in public park speed zones, speed violations in hospital speed zones, or speed violations under (d) of this subsection, the city shall remit monthly to the state 50 percent of the noninterest money received for infractions issued by those cameras excess of the cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions. Money remitted under this subsection to the state treasurer shall be deposited in the Cooper Jones active transportation safety account created in RCW 46.68.480. This subsection (1)(1) does not apply to automated traffic safety cameras authorized for stoplight, railroad crossing, or school speed zone violations.

(2) Infractions detected through the use of automated traffic safety cameras are not part of the registered owner's driving record under RCW 46.52.101 and 46.52.120. Additionally, infractions generated by the use of automated traffic safety cameras under this section shall be processed in the same manner as parking infractions, including for the purposes of RCW 3.50.100, 35.20.220, 46.16A.120, and 46.20.270(2). The amount of the fine issued for an infraction generated through the use of an automated traffic safety camera shall not exceed the amount of a fine issued for other parking infractions within the jurisdiction. However, the amount of the fine issued for a traffic control signal violation detected through the use of an automated traffic safety camera shall not exceed the monetary penalty for a violation of RCW 46.61.050 as provided under RCW 46.63.110, including all applicable statutory assessments.

(3) If the registered owner of the vehicle is a rental car business, the law enforcement agency shall, before a notice of infraction being issued under this section, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within 18 days of receiving the written notice, provide to the issuing agency by return mail:

(a) A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or

(b) A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection must be accompanied by a copy of a filed police report regarding the vehicle theft; or

(c) In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

Timely mailing of this statement to the issuing law enforcement agency relieves a rental car business of any liability under this chapter for the notice of infraction.

(4) Nothing in this section prohibits a law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under RCW 46.63.030(1) (a), (b), or (c).

(5) For the purposes of this section, "automated traffic safety camera" means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system, a railroad grade crossing control system, or a speed measuring device, and a camera synchronized to automatically record one or more sequenced photographs, microphotographs, or electronic images of the rear of a motor vehicle at the time the vehicle fails to stop when facing a steady red traffic control signal or an activated railroad grade crossing control signal, or exceeds a speed limit as detected by a speed measuring device.

(6) During the 2011-2013 and 2013-2015 fiscal biennia, this section does not apply to automated traffic safety cameras for the purposes of section 216(5), chapter 367, Laws of 2011 and section 216(6), chapter 306, Laws of 2013. [2022 c 182 § 424; 2015 3rd sp.s. c 44 § 406; 2015 1st sp.s. c 10 § 702; 2013 c 306 § 711. Prior: 2012 c 85 § 3; 2012 c 83 § 7; 2011 c 367 § 704; 2010 c 161 § 1127; 2009 c 470 § 714; 2007 c 372 § 3; 2005 c 167 § 1.]

**Effective date—2022 c 182 § 424:** "Section 424 of this act takes effect June 30, 2025." [2022 c 182 § 507.]

**Intent—2022 c 182:** See note following RCW 70A.65.240.

**Effective date—2015 3rd sp.s. c 44:** See note following RCW 46.68.395.

**Effective date—2015 1st sp.s. c 10:** See note following RCW 43.19.642.

**Effective date—2013 c 306:** See note following RCW 47.64.170.

**Findings—Intent—2012 c 85:** "The legislature finds that it is in the interests of the driving public to continue to provide for a uniform system of traffic control signals, including provisions relative to yellow light durations, fine amounts for certain traffic control signal violations, and signage and reporting requirements at certain traffic control signal locations. The legislature further finds that a uniform system of traffic control signals greatly enhances the public's confidence in a safe and equitable highway network. Therefore, it is the intent of the legislature to harmonize and make uniform certain legal provisions relating to traffic control signals." [2012 c 85 § 1.]

**Effective date—2011 c 367 §§ 703, 704, 716, and 719:** See note following RCW 46.18.060.

**Effective date—Intent—Legislation to reconcile chapter 161, Laws of 2010 and other amendments made during the 2010 legislative session—2010 c 161:** See notes following RCW 46.04.013.

**Effective date—2009 c 470:** See note following RCW 46.68.170.



Verra Mobility  
 Lake Forest Park  
 City of LFP  
 AG-19-044

### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement includes the attached Exhibits ("Agreement") and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), with its principal place of business at 1150 N. Alma School Road, Mesa, AZ 85201, and the City of Lake Forest Park, Washington, a municipal corporation of the state of Washington ("City"), with principal offices at 17425 Ballinger Way NE, Lake Forest Park, WA 98155 (Verra Mobility and City individually, a "Party", and collectively, the "Parties"). This Agreement sets forth the terms, conditions and obligations of the Parties.

#### WITNESSETH:

WHEREAS, the City desires to implement and operate a traffic safety camera system pursuant to Washington State Law 46.63.170 (the "Program"); and

WHEREAS, public convenience and necessity require the City to obtain the services of Verra Mobility which has photo enforcement implementation and operations experience and is a leading provider of photo enforcement systems with the City and across the country; and

WHEREAS, Verra Mobility has the exclusive knowledge, possession and ownership of certain equipment already installed in the City, and has licenses, and back-office processes through an automated web-based Citation processing system (collectively referred to as the "Axis™ System" or "Axis") currently used by the City for its existing photo enforcement program; and

WHEREAS, the City finds Verra Mobility is qualified to perform and is experienced in providing the required services; and

WHEREAS, the City desires to engage Verra Mobility to provide traffic safety camera services, also known as photo enforcement services; and

NOW, THEREFORE, the Parties herein do mutually agree as follows:

The attached Exhibits include:

**EXHIBIT A.....SERVICE FEE SCHEDULE**  
**EXHIBIT B.....SCOPE OF WORK**  
**EXHIBIT C.....FORM NOTICE TO PROCEED**  
**EXHIBIT D.....DMV SERVICES SUBSCRIBER AUTHORIZATION**


By signing below, the Parties agree to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between the Parties relating to the matters referenced herein and replaces any prior oral or written representations or communications between the Parties. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met.

[SIGNATURE PAGE ON FOLLOWING PAGE]

ACKNOWLEDGED AND AGREED TO BY:


AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF LAKE FOREST PARK, WASHINGTON

By:  7-8-19  
Date  
Garrett Miller, EUP  
Print: Name/Title

By:  6/27/2019  
Date  
Jeff Johnson / Mayor  
Print: Name/Title

ATTEST:

By:  6/27/2019  
Date  
Anne Tindel, Deputy City Clerk  
Print: Name/Title

This Agreement is effective on the date of execution by the last signatory to this cover page ("Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

1. **"Approach"**: One (1) direction of travel on a road or a traffic intersection, including up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. **"Business Hours"**: Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.
3. **"Business Rules"**: The Business Rules Questionnaire to be completed by City and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.
4. **"Camera System"** or **"Camera"**: A photo-traffic monitoring device consisting of one (1) rear camera, strobe and, if necessary, one (1) front camera with strobe for driver image, and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a traffic infraction on up to four (4) contiguous lanes which records such data with one (1) or more images of such vehicle. **"Camera System"** shall, where the context requires, also include any enclosure or cabinet, wiring, and related appurtenances in which the equipment is stationed. **"Camera System"** may refer to either a red light or fixed site school zone speed safety camera system, depending on the context, and also includes any and all Camera Systems installed in the City and owned by Verra Mobility prior to the effective date of this Agreement.
5. **"Change Order Notice"**: Written notice from the City requesting changes to the work required to be performed or the addition of products or services to those required to the terms of this Agreement, setting forth in reasonable detail the proposed changes.
6. **"Change Order Proposal"**: A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by City in a Change Order Notice.
7. **"Citation"**: A citation, notice of violation, notice of infraction or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in Axis.
8. **"Designated Safety Zone"**: A designated safety zone in which a Camera System may be installed or deployed.
9. **"Event"**: An image captured of a potential Violation.
10. **"Fees"**: The amount payable by City to Verra Mobility for equipment, services, and maintenance as set forth in EXHIBIT A.
11. **"Fixed Site School Zone Speed Safety Camera System"**: A Camera System installed in a Designated Safety Zone.
12. **"Notice to Proceed"**: Written confirmation from City that Verra Mobility may proceed with the installation of a given Camera System, a form of which is attached as EXHIBIT C.
13. **"Owner"**: The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.
14. **"Person"** or **"Persons"**: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.



15. **"Project Time Line"**: The initial schedule and timelines required to begin the implementation of City's project, as mutually agreed upon by the Parties.
16. **"Red Light Safety Camera System"**: A Camera System installed at an intersection Approach.
17. **"System"**: A Camera System and the related Infrastructure.
18. **"Violation"**: A failure to obey an applicable traffic law or regulation, including, without limitation, failure to obey a traffic signal, or operation of a motor vehicle in excess of the posted speed limit.

## II. GENERAL TERMS AND CONDITIONS

### 1. **VERRA MOBILITY AGREES TO PROVIDE:**

The scope of work identified in EXHIBIT B, Section 1.

### 2. **CITY AGREES TO PROVIDE:**

The scope of work identified in EXHIBIT B, Section 2.

### 3. **TERM:**

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years from the first Citation issued from the last relocated and installed Camera System. This Agreement will automatically extend for one additional five (5) year term. However, City or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

### 4. **ASSIGNMENT:**

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

### 5. **FEES AND PAYMENT:**

City shall pay for all equipment, services and maintenance based on the fee schedule indicated in the EXHIBIT A, Service Fee Schedule 1.

- 5.1 City shall pay all Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances. If City is more than sixty (60) days past due on payments to Verra Mobility, Verra Mobility may, in its sole discretion, exercise any other remedies pursuant to Section 15.1(ii)(b) of this Agreement for non-payment of Fees by City.
- 5.2 Invoices shall be in standard Verra Mobility format.
- 5.3 Verra Mobility's Fees will be fixed for the first five (5) year term of the Agreement; thereafter, unit prices may increase at the beginning of each five (5) year renewal term by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.
- 5.4 During the term of the contract, City shall not be required to pay Verra Mobility more than City (or Verra Mobility on City's behalf) has collected/received in fines payments through the use of the Axis System cumulatively throughout the term of the contract. For the purposes of this clause, the term

"fines" applies to that portion of fines actually retained by the City according to the distribution method applicable under State law.

This clause will be applied as follows: It is the intent of both parties that the fees earned by the city should cover the vendor costs with all excess to accrue to the City. There will be times, especially with the school zone speed systems where the cameras will not be functioning, i.e. during the summer break, but at other times when excess funds will be generated. It is understood that the excess funds will be used to cover months where a deficit may have accrued. That is, if collections for the program during any month are less than the full amount of Verra Mobility invoices, Verra Mobility's fee shall be equal to the full amount of fines actually collected. Verra Mobility will maintain an accounting of any net balances owed to Verra Mobility and shall apply future collections first to the accrued balance and then to the current months invoice. At any time that Verra Mobility fees and any accrued balances are fully repaid, additional collections will be retained by the City. Any positive revenue balances generated from this program (whether reserved in cash or not by the City) will be used to offset future Verra Mobility invoices in the event of monthly deficits.

#### **6. SITE SELECTION ANALYSIS:**

Prior to installing any System, Verra Mobility may conduct a statistical analysis of each road or intersection Approach being considered for a System or Systems ("Site Selection Analysis") to assist City in determining which road or Approaches will be the most beneficial to City in pursuit of its traffic safety and enforcement goals. For any road or Approach recommended by City, Verra Mobility may deploy or install a System if a constructability analysis concludes a deployment or an installation is feasible. Verra Mobility makes no representations or warranties that any Violation rate estimates will be predictive of actual future traffic Violation rates.

#### **7. COMMUNICATION OF INFORMATION:**

Verra Mobility will comply with reasonable requests from City for information obtained by Verra Mobility through operation of the Axis™ System. Unless Verra Mobility is deemed a "Custodian of Record", under applicable "Public Records Act" laws or similar laws, Verra Mobility will not be under any obligation to provide information directly to non-City requesting parties. Should Verra Mobility choose to respond to non-City requesting parties, Verra Mobility and City shall work collaboratively in a good faith effort to provide requested information in a timely manner, which good faith effort may include, but not be limited to, City's review and prior approval of Verra Mobility disclosing information.

#### **8. CONFIDENTIAL INFORMATION:**

No information given by Verra Mobility to City will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential, City shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as City treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. City will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If City receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by governmental agency or the application of statutes, rules and regulations under the federal securities laws or similar process) to disclose any of the Verra Mobility Confidential Information, City will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility' reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, City agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and, where appropriate, to exercise its best efforts to obtain written assurances that confidential

treatment will be accorded to the Verra Mobility Confidential Information. City will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and City will allow Verra Mobility to participate in any related proceeding. However, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Public Records Act" or similar laws, insofar as they may be applicable.

Verra Mobility shall not use any information acquired by this Program with respect to any violations or the City's law enforcement activities for any purpose other than under the Program without the express written consent of the City.

## **9. OWNERSHIP OF SYSTEM:**

Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the Axis™ System provided for use by the City under the terms and conditions of this Agreement. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants City a non-exclusive, non-transferable license to use the Axis™ System.

## **10. INDEMNIFICATION:**

- 10.1 Indemnification by Verra Mobility. Subject to Section 10.3, Verra Mobility agrees to indemnify City and its managers, officers, directors, employees, agents, representatives and successors (individually a "City Party" and collectively, the "City Parties") against all claims, liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any City Party arising out of or related to the negligence or willful misconduct of Verra Mobility, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the gross negligence or willful misconduct of any City Party.
- 10.2 Indemnification by City. Subject to Section 10.3, City hereby agrees to indemnify Verra Mobility and its direct and indirect subsidiaries, managers, officers, directors, employees, agents, representatives and successors (individually an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to the negligence or willful misconduct of City, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or willful misconduct of Verra Mobility. Upon the termination of this Agreement and subject to Section 10.3, City agrees to indemnify Verra Mobility Parties against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to (a) any claim, action or demand (a "Claim") related to the Systems, if City retains the Systems or (b) if City elects for Verra Mobility to remove the Systems pursuant to Section 15.2(iv), any Claim related to the foundation, conduit, or other below-grade infrastructure.
- 10.3 Indemnification Procedures. In the event of any Claim in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification (the "Indemnified Party") shall give the Party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no Party shall have the right to enter into any settlement agreement that materially affects the other Party's material rights or material interests without such Party's prior written consent, which consent shall not be unreasonably withheld or delayed.



**11. INSURANCE:**

Verra Mobility shall maintain the following minimum scope and limits of insurance:

- 11.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Professional Liability insurance with minimum policy limits of \$1,000,000 for each occurrence, shall also be secured for any professional services being provided to that are excluded in the commercial general liability insurance. Umbrella or Excess Liability insurance may be used to reach minimum required coverage limits.
- 11.2 Workers' Compensation as required by the Industrial Insurance laws of Washington, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of City.
- 11.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- 11.4 City and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement on a non-contributory primary basis. Verra Mobility shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name City and its officers, employees, and authorized volunteers as additional insureds. The City's insurance policies shall not be a source for payment of any Contractor liability.
- 11.5 Certificates showing Verra Mobility is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to City prior to the Effective Date of this Agreement. Such certificates shall show that City will be notified in accordance with the policy language relating to cancellations of such insurance policies. Verra Mobility shall forthwith obtain substitute insurance in the event of a cancellation.
- 11.6 City shall be responsible for vehicle insurance coverage on any vehicles driven by City employees. Coverage will include liability and collision damage.
- 11.7 Verra Mobility shall provide the City with written notice of any policy cancellation within two (2) business days of Verra Mobility receiving such notice.
- 11.8 The City does not represent that the minimum required insurance or insurance limits are adequate to cover all potential claims or related claim costs.

**12. STATE LAW TO APPLY:**

This Agreement shall be construed under and in accordance with the laws of the State of Washington.

**13. DISPUTE RESOLUTION:**

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, the Parties shall participate in professionally-assisted mediation, with a mediator acceptable to both Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation

proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

- 13.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and upon a showing of substantial need by the Party seeking discovery.
- 13.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents and shall be final and binding. The arbitrator will have no power to award:
  - (i) damages inconsistent with the Agreement; or,
  - (ii) punitive damages or any other damages not measured by the prevailing Party's actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 13.3 All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as may be necessary to comply with legal or regulatory requirements.
- 13.4 Each Party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing Party as determined by the arbitrator. If a Party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other Party, enter a final and binding decision against the nonpaying Party for the full amount of such share, together with an award of attorneys' fees and costs incurred by the other Party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a Party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the Parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

#### 14. CHANGE ORDERS:

City may from time to time request changes to the work required to be performed or the addition of products or services to those required to the terms of this Agreement by providing a Change Order Notice. Upon Verra Mobility's receipt of a Change Order Notice, Verra Mobility shall deliver a Change Order Proposal describing the cost, if any. Following City's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price increases or decreases, as the case may be; and any other matters relating to the proposed changes. In the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection (as defined in **EXHIBIT B**) Approaches or the addition of Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in **EXHIBIT A** shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 13 of this Agreement. Such Change Order shall not invalidate the procurement process or this Agreement nor relieve or release Verra Mobility or City of any of its obligations under this Agreement unless stated therein.

#### 15. TERMINATION:

- 15.1 Verra Mobility's services may be terminated:
  - (i) By mutual written consent of the Parties; or

- (ii) For Cause, by either Party where the other Party fails in any material way to perform its obligations under this Agreement.
- (iii) Where City is in material breach of this Agreement for non-payment of Fees to Verra Mobility, then Verra Mobility may exercise any or all of the following remedies: (1) provide City written notice and ten (10) days to cure before suspending performance and turning off Verra Mobility's cameras; (2) withhold payments to City, as described in Section 5.1; (3) terminate this Agreement for cause where City's account remains delinquent sixty (60) days after written notice; and (4) in addition to the foregoing, seek any other available remedies at law or equity.
- (iv) For convenience if the current state legislation is rescinded by the legislature and only if there is no exception language in the rescission legislation that would allow for the contract to continue and only after exhaustion of all legal action by either the City or Verra Mobility, if they so choose, in seeking to mitigate the impairment to the obligations of the Agreement from such a rescission by the legislature. The City shall have no obligation to pay Verra Mobility its fees for any period when it is unlawful to issue Citations. The term of the Agreement shall be suspended during any period in which the Customer is not obligated to pay Verra Mobility and such time period shall be added to the term of the Agreement once it becomes lawful for the City to issue Citations. In the event of termination pursuant to this subsection 15.1(iv), the Parties shall take the following actions set forth in subsection 15.2 below, which survive termination during the wind-down period.
- (v) Termination under this subsection for any reason other than non-payment of Fees by City is subject to the condition that the terminating Party notifies the other Party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other Party fails to cure the default within forty-five (45) days after receiving written notice. In the event of Termination by Verra Mobility under this subsection for breach by City (including non-payment of Fees), City shall pay Verra Mobility an early termination fee based on a price of \$120,000 per Camera System amortized over sixty (60) months on a straight-line basis. The amortization schedule for said costs shall be reduced by 1/60<sup>th</sup> for each month each Camera System is operational. Said another way, for every month a Camera System is operational, \$2,000 will be subtracted from the total \$120,000 early termination fee for each Camera System.

15.2 Upon termination of this Agreement, including because it has reached the end of its term, the Parties recognize that City will have to process Events in the "pipeline", and that Verra Mobility accordingly must assist City in this regard. Accordingly, the Parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) City shall cease using the Axis System to capture Events.
- (ii) Unless it is unlawful to do so, Verra Mobility shall, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly fee of \$2,375 per Camera System. After such ninety (90) day period, Verra Mobility shall terminate all use of the Axis System for City's Program and upon such termination, the Axis System, including violationinfo.com website shall no longer be accessible to the City or violators.
- (iii) Except as provided for in Sections 8 and 15.2(iv) related to the Systems, City shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) Upon City's request or if otherwise required by law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove any and all Systems Verra Mobility installed in connection with Verra Mobility's performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately \$5,000 per System). Such removal shall include but not be limited to housings, poles and Camera



Systems. As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of City's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground conduit, foundations, and other equipment shall not be required to be removed. City shall accept and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Infrastructure.

- (v) Within one hundred twenty (120) days of termination of the Agreement, Verra Mobility shall provide City all evidence package data and information for all Violations currently maintained on the Axis System on behalf of City. The information shall be delivered in the standard Verra Mobility format to City on removable media. Upon delivery of said evidence package data and information City agrees that Verra Mobility is no longer under any obligation to maintain evidence package data or information and that any public records request for such information shall be responded to exclusively by City, as City will be the custodian of records for any and all Violations and related evidence package data and information.

15.3 In the event of termination by Verra Mobility for non-payment of Fees by City, Verra Mobility shall cease processing Events as of the date of termination.

## **16. AMENDMENTS TO THE AGREEMENT:**

The Parties may from time to time consider it in their best interest to modify or extend terms, conditions or covenants of this Agreement; require modifications in the Scope of Work to be performed; or request the performance of additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. If modifications result in additional costs to City, Verra Mobility will provide a written estimate of such. Any such addition, deletion, extension or modification, including any increase or decrease in the amount of Verra Mobility's compensation, which are mutually agreed upon by and between City and Verra Mobility shall be incorporated in written amendments to this Agreement. Such amendments shall not invalidate the procurement process or this Agreement nor relieve or release Verra Mobility or City of any of its obligations under this Agreement unless stated therein.

## **17. ADDITIONAL SERVICES:**

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for City to consider (e.g., school bus, bus lane, pedestrian, railroad, other undeveloped technologies, or Program enhancements) and, if so desired, City may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon.

## **18. LEGAL CONSTRUCTION:**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable herein.

## **19. PRIOR AGREEMENT SUSPENDED:**

This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understanding, written or oral, between the Parties respecting the written subject matter.

**20. LIMITED AGENCY:**

Verra Mobility shall act as a limited agent of the City solely for purposes of (i) opening and maintaining bank accounts; (ii) access to DMV records; (iii) generating and administratively processing recorded images of Events as described in this Agreement and (iv) the Business Rules. Employees, contractors, agents and servants of Verra Mobility shall in no event be considered to be employees, agents (other than in the limited capacity described herein), contractors or servants of City. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and City.

**21. FORCE MAJEURE:**

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence (an event of "Force Majeure"). Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. For the avoidance of doubt, road construction is not an event of Force Majeure. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

**22. TAXES:**

Where required by law, Verra Mobility shall pay for and maintain in current status all taxes assessed against Verra Mobility that are necessary for contract performance. City agrees to pay State of Washington sales or use taxes on all applicable services and materials and agrees to furnish Verra Mobility with an exemption certificate where appropriate, and City agrees to reimburse Verra Mobility for any excise taxes if charged against Verra Mobility.

**23. NOTICES:**

Any notices or demand which, under the terms of this Agreement or under any statute, must or may be given or made by Verra Mobility or City shall be in writing and shall be given or made by personal service, first class mail, Federal Express, or by certified mail to the Parties at the following address:

City of Lake Forest Park  
17425 Ballinger Way NE  
Laker Forest Park, WA 98155  
Attn: Michael Harden, Acting Police Chief

American Traffic Solutions, Inc.  
1150 N. Alma School Road  
Mesa, Arizona 85201  
Attn: Legal Department

**24. SURVIVAL:**

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 8, 9, 10, 12, 13, 15, and this Section 24.

**25. EXECUTION:**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

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**EXHIBIT A**  
**SERVICE FEE SCHEDULE**

**Description of Pricing**

Fees are based on per Camera System per month and are as follows:

<b>Product Description</b>	<b>Fee per Camera per Month</b>
<b>1-2 Lane Red Light Safety Camera System</b> – includes existing Camera Systems and Camera Systems installed subsequent to the effective date of this Agreement - the parties shall mutually agree on the number of units to be installed. <u>Fee is for a single Camera System monitoring a single direction of travel.</u>	\$4,250
<b>3-4 Lane Red Light Safety Camera System</b> – includes existing Camera Systems and Camera Systems installed subsequent to the effective date of this Agreement - the parties shall mutually agree on the number of units to be installed. <u>Fee is for a single Camera System monitoring a single direction of travel.</u>	\$4,750
<p><b>1-4 Lane Fixed Site School Zone Speed Safety Camera System</b> – includes existing Camera Systems and Camera Systems installed subsequent to the effective date of this Agreement - the parties shall mutually agree on the number of units to be installed. <u>Fee is for a single Camera System monitoring a single direction of travel.</u></p> <p>Each existing Fixed Site School Zone Safety Camera System shall be relocated so the flashing beacon is in the field of view of the Camera System and the Camera System shall be upgraded to 3D Radar with HD video. To allow for this, three (3) of the currently monitored school zones will now require six (6) Camera Systems (one Camera System to monitor a single direction of travel) and the City agrees to pay the per Camera System fee for each of these six (6) Camera Systems.</p>	\$4,750
<p><b><u>Service Fees:</u></b> Service Fees per Camera System above includes all costs required and associated with Camera System equipment and installation for monitoring up to 4 lanes and two signal phases, routine maintenance, use of Axis System for back-office operations, Event processing services, DMV records access, First Class mailing of notice of infraction, lockbox and epayment processing services (excluding per item process fee and user convenience fee, if applicable), IVR call center support for general Program questions and public awareness Program support. This pricing applies to all Cameras installed within the first twelve (12) months of the term of this Agreement.</p> <p>Fee includes up to 800 issued infractions per camera per month. For any issued infractions issued over 800 per camera per month there will be a \$5.00 processing fee per issued infraction.</p> <p>Verra Mobility's per Camera System monthly fee includes postage for the first class mailing of standard offering. Any additional mailings or Certified mail is extra and will be billed per unit as published by the US Postal Service plus a \$2.00 per page service charge. The Video Retrieval Fee pursuant to subsection 1.2.13 of Exhibit B below is \$10.00 per fifteen minute video clip.</p>	



**EXHIBIT B**  
**SCOPE OF WORK**  
**Photo Enforcement (Red Light and Speed Enforcement)**

**1. Verra Mobility SCOPE OF WORK**

**1.1 VERRA MOBILITY IMPLEMENTATION**

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the Axis System and related services to City as outlined in this Agreement, excluding those items identified in Section 2 titled "City Scope of Work". Verra Mobility and City understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the Parties shall negotiate in good faith to assign the proper Party the responsibility and cost for such items. In general, if work is to be performed by City, unless otherwise specified, City shall not charge Verra Mobility for the cost.
- 1.1.2 City and Verra Mobility will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the Parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Verra Mobility will conduct a Site Selection Analysis of candidate sites. Verra Mobility will assist City in determining which Approaches will be the most beneficial to City in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering feasibility assessment. Camera System installations will be based on mutual agreement by City and Verra Mobility.
- 1.1.4 Verra Mobility will install or deploy Camera System(s) at a number of intersections or Designated Safety Zones to be mutually agreed upon between Verra Mobility and City after completion of Site Selection Analysis. In addition to any initial Designated Intersections or , the Parties may mutually agree to add additional Camera System(s) or Approaches, which shall be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.
- 1.1.5 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (e.g., Force Majeure event, etc.).
- 1.1.6 Verra Mobility's Communications Department will assist City with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy, Verra Mobility may provide public relations consultants, advertising, or media relations for an additional fee as described in **EXHIBIT A**.
- 1.1.7 Verra Mobility agrees to provide a secure website ([www.violationinfo.com](http://www.violationinfo.com)) accessible to Owners who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, a space will be provided for a Frequently Asked Questions (F.A.Q.) page approved by City. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (e.g., Force Majeure event, etc.).
- 1.1.8 Verra Mobility will provide technician site visits to each Camera System, once per month, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.1.9 Verra Mobility shall actively maintain the System located at each Approach to ensure minimum standards as set forth in applicable law, or regulation, or Verra Mobility service

level agreements, are met or exceeded. Verra Mobility shall take reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction, except for causes of Force Majeure.

## 1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and administer the Program in accordance with the provisions of this Agreement and the City's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide City with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days City shall be responsible for the normal monthly Service Fee.
- 1.2.3 Verra Mobility shall provide City with access to the Axis System, including image processing, first notice printing and mailing of Citation per chargeable event and a mailing of a text only reminder notice, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. The Axis System shall ensure each Citation or notice of infraction is delivered by First Class mail to the Owner within the statutory period. In the case of a transfer of liability by the Owner, the Axis System shall be setup to mail a Citation or notice of infraction to the driver identified in the affidavit of non-liability or by a rental car company.
- 1.2.4 Subsequent notices, other than those specified in subsection 1.2.3 may be delivered by First Class or other mail means for additional compensation to Verra Mobility as agreed upon by the Parties.
- 1.2.5 The Axis System shall allow the law enforcement officer to apply the officer's electronic signature to the Citation when authorized to do so by an approving law enforcement officer.
- 1.2.6 Verra Mobility shall seek records from in-state and out-of-state vehicle registration databases and use such records to assist City in processing Citations. In its capacity as limited agent pursuant to the DMV Services Subscriber Authorization found in **EXHIBIT D**, Verra Mobility may seek records from in-state and out-of-state vehicle registration databases.
- 1.2.7 If City is unable to or does not desire to integrate Axis data to its adjudication system, Verra Mobility shall provide Axis as an adjudication processing module to allow City to review cases, related images, and other related information required to adjudicate the disputed Violation. The Axis System will also enable the court staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of Axis data to the adjudication system are the responsibility of City.
- 1.2.8 The Axis System shall provide City with the ability to run and print standard system reports. Verra Mobility provides a robust suite of standard program reporting at no charge to clients with active programs. Upon notice to City, Verra Mobility reserves the right to modify the suite of standard program reporting available to City, so long as such change applies generally to Cities with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon based on the substance and form of the report to be provided.
- 1.2.9 During the twelve (12) month period following the installation of the first camera, upon Verra Mobility's receipt of a written request from City at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide City with or train a local expert witness to testify in court on matters relating

to the accuracy, technical operations, and effectiveness of the Camera System or the Axis™ System until judicial notice is taken. City shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, City shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.

- 1.2.10 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and City shall bear the cost of repair equally with City reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, City negligence, etc. City shall reimburse Verra Mobility for the cost of repair.
- 1.2.11 Verra Mobility shall provide a help-line to assist City with resolving any problems encountered regarding its Camera System and/or the Axis System. The help-line shall function during Business Hours.
- 1.2.12 As part of the Axis System, a website will be made available to allow alleged violators the ability to view their images and video online. This online viewing system shall include a link to either the Verra Mobility or court payment website, whichever is applicable,() and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the court, may be directed to and processed by Verra Mobility processors and communicated to the court via the Axis transfer described above.
- 1.2.13 For video retrievals requested by City unrelated to enforcement of a Violation, including but not limited to investigation of a criminal matter, Verra Mobility will provide up to fifty-two (52) video retrievals per calendar year at no cost to City. For each additional video retrieval, City shall pay a fee, pursuant to **EXHIBIT A** ("Video Retrieval Fee").

## **2. CITY SCOPE OF WORK**

### **2.1 GENERAL IMPLEMENTATION REQUIREMENTS**

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, City shall provide Verra Mobility with the name, title, mailing address, email address and phone number of:
  - A project manager with authority to coordinate City responsibilities under this Agreement;
  - Municipal Court manager responsible for oversight of all Court-related program requirements;
  - The police contact;
  - The court contact;
  - The person responsible for overseeing payments by violators (might be court);
  - The Prosecuting Attorney;
  - The City Attorney;
  - The finance contact (who receives the invoices and will be in charge of reconciliation);
  - The IT person for the police;
  - The IT person for the courts; and
  - The public works and/or engineering contact responsible for issuing any/all permits for construction.
- 2.1.2 City and Verra Mobility shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the Parties. City shall make every effort to adhere to the Project Time Line.



- 2.1.3 In cooperation with Verra Mobility, City shall prepare the Business Rules for implementation and operation of the Program.
- 2.1.4 City shall direct the Chief of Police or approved alternate to execute the DMV Services Subscriber Authorization, attached as EXHIBIT D, to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Verra Mobility is acting on behalf of City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.1.5 City is responsible for all final jurisdictional issues.
- 2.1.6 Once a Notice to Proceed is granted to Verra Mobility in writing, City shall not issue a stop work order to suspend activity on the implementation process, unless City reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.7 Once a Camera System is installed and determined by Verra Mobility as operational, it shall be immediately put into service.
- 2.1.8 Pursuant to RCW §46.63.170(1)(a), City shall post an annual report of the number of traffic accidents that occurred at each location where an automated traffic safety camera is located as well as the number of notices of infraction issued for each camera and any other relevant information about the automated traffic safety cameras that the City deems appropriate on the City's web site.

## 2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 If City requests that Verra Mobility move a System to a new Approach after initial installation, City shall pay for the costs to relocate the System, which may be up to \$50,000 per System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, City shall continue to pay the Service Fee and any costs for moving or removing the System, which may be up to \$50,000 per System. City may elect to reimburse Verra Mobility directly or Verra Mobility may recover its costs from Program funds in addition to its normal fee.
- 2.2.3 Prior to the installation of any System, City shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any intersection Approach designated for System installation.
- 2.2.4 City will design, fabricate, install and maintain camera warning signs. If City cannot provide such signage, Verra Mobility will do so and City shall reimburse Verra Mobility for such costs.
- 2.2.5 City understands that proper operation of the System requires access to traffic signal phase connections or flashing beacons in school zones. City, therefore, shall provide free access to traffic signal phase connections or flashing beacons according to approved design. When traffic signal phase connections are not under the jurisdiction of City, it shall be City's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase

connections and infrastructure and any costs associated with needed agreements shall be funded by City.

- 2.2.6 City understands that proper operation of the System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. City, therefore, shall provide free access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture for the proper operation of the System.
- 2.2.7 If available, City shall allow Verra Mobility to access power from existing City power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within City's jurisdiction. If these items are not made available, Verra Mobility may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees. In situations where it is not possible to obtain electrical power from a pre-existing source, Verra Mobility may bear the costs for obtaining/routing power and recover the costs from the collected revenue in addition to its normal fees. When access to power facilities is not under the jurisdiction of City, the City shall assist Verra Mobility in negotiating any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. If power costs or running of conduit is cost-prohibitive at a certain location, as determined by Verra Mobility, the parties agree to work on finding another mutually agreeable location.
- 2.2.8 City shall not require Verra Mobility to provide installation drawings stamped by a licensed civil engineer. However, Verra Mobility work product and drawings shall be overseen and approved by a Verra Mobility PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.
- 2.2.9 City shall approve or reject Verra Mobility submitted plans in a timely manner and shall make best efforts to as few as possible revisions beyond the initially submitted plans. City shall provide its best efforts in providing aid in achieving expeditious plan approvals when plans are being reviewed and permitted by any state and/or county agencies.
- 2.2.10 City, or any department of City, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services during installation or maintenance of a System. Verra Mobility shall be responsible for any and all needed state and/or county permits.
- 2.2.11 City understands and agrees that time is of the essence and shall issue all needed permits to Verra Mobility and its subcontractor(s) as soon as practical after plan approval. City shall provide its best efforts to aid in achieving expeditious permit issuance when permitted by any state and/or county agency.
- 2.2.12 If required by the submitted design for proper operation, City shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within City's jurisdiction, as permitted. City shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.
- 2.2.13 Verra Mobility may build needed infrastructure into any existing City-owned easement, conditioned upon approval from the City.
- 2.2.14 If use of private property right-of-way is needed, City shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. If any fees are required in securing a private property right-of-way lease/rental the parties shall negotiate in good faith how the fees shall be paid or the parties may look for a different location.

2.2.15 City shall comply in all aspects with RCW §46.63.170(1)(b).

## **2.3 LAW ENFORCEMENT DEPARTMENT OPERATIONS**

- 2.3.1 City shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using Axisis to determine which Events constitute Violations that will be issued as Citations. In the event that City fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the Axisis System to allow City to issue a notice or Citation within statutory timeframes.
- 2.3.2 For optimal utilization, City workstation computer monitors for Event review and approval should provide a resolution of 1280 x 1024.
- 2.3.3 For optimal data throughput, City workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.3.4 City shall provide signatures of all authorized law enforcement users who will review events and issue Citations on forms provided by Verra Mobility for setup of the Axisis System to allow said users to apply their electronic signatures to a Citation.

## **2.4 COURTS OPERATIONS**

- 2.4.1 If City does not provide payment processing services, City shall use the Axisis System for payment processing services and the fees for such services shall be negotiated in good faith between the parties.
- 2.4.2 City shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.4.3 City shall provide the specific text required to be placed on the Citation or notice of infraction to be issued by City using the Axisis System within thirty (30) days of the Effective Date of this Agreement.
- 2.4.4 City shall approve the Citation form within fifteen (15) days of receipt from Verra Mobility.
- 2.4.5 City shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. City may refer citizens with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.
- 2.4.6 City shall pursue delinquent collections of unpaid notices with the court, an existing contractor or Verra Mobility.
- 2.4.7 Any potential, one-time, direct costs to Verra Mobility to develop an interface with the Court system will be initially paid by Verra Mobility and any such cost will be reimbursed to Verra Mobility from collected revenues in addition to the Fees in EXHIBIT A, Service Fee Schedule 1.

## **2.5 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS**

- 2.5.1 In the event that remote access to the Axisis System is blocked by City network security infrastructure, City's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.



**EXHIBIT C**  
**FORM OF NOTICE TO PROCEED**

Reference is made to the Standard Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and City of Lake Forest Park ("City"), dated as of June 27, 2019 (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

City hereby designates this [first] phase implementation of cameras at designated intersections. Verra Mobility shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that City has received permission for all implementations in writing from any third-party sources.

Below is a list of locations provided by City, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a Camera System would increase public safety.

Execution of this Notice to Proceed by City shall serve as authorization for the installation of Camera Systems for all Approaches designated as follows:

Direction	Approach	Cross-street or School Name (if applicable)

City understands that implementation and installation of any Approach or location is subject to Site Selection Analysis and constructability results.

City recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed intersection approaches or locations. City agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches or locations shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill City for any upfront costs associated with the intersection approaches or locations listed above in the event City elects to cancel or suspend the installation.

IN WITNESS WHEREOF, City has executed this Notice to Proceed as of the date written below.

CITY OF LAKE FOREST PARK, WASHINGTON

By:  6-27-19  
Name: Michael Harden Date  
Title: Acting Police Chief

**ACKNOWLEDGED AND AGREED TO BY:**

AMERICAN TRAFFIC SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date  
Title: \_\_\_\_\_

**EXHIBIT D**  
**DMV SERVICES SUBSCRIBER AUTHORIZATION**

Agency ORI: WA0172600

June 27, 2019

NLETS  
1918 W. Whispering Wind Dr.  
Phoenix, AZ 85085

**Attn:** Steven E. Correll, Executive Director**Re:** Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry


Dear Mr. Correll:

Please accept this letter of acknowledgement that an Agreement to perform automated enforcement between City of Lake Forest Park and American Traffic Solutions, Inc. is or will be entered into and will be or is in force. As a requirement of and in performance of that Agreement between City of Lake Forest Park and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access NLETS motor vehicle data.

Please accept this letter as authorization from City of Lake Forest Park for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our Agreement with NLETS and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between City of Lake Forest Park and American Traffic Solutions, Inc., and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the Lake Forest Park Police Department and have the authority to empower American Traffic Solutions, Inc. to use ORI WA0172600 for this function.

**SUBSCRIBER INFORMATION**

<b>Subscriber Agency/Name</b>	City of Lake Forest Park
<b>NLETS Agency ORI</b>	WA0172600
<b>Name/Title of Authorized Representative</b>	Michael Harden / Acting Police Chief
<b>Mailing Address</b>	17425 Ballinger Way NE Lake Forest Park, WA 98155
<b>Telephone</b>	206.368.5440 <b>Fax</b> 206.361.8156
<b>Email</b>	mharden@ci.lake-forest-park.wa.us
<b>Signature of Authorized Representative</b>	
<b>Date Signed</b>	6-27-19



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 13, 2024
Originating Department	Executive
Contact Person	Mayor French
	Phillip Hill, City Administrator
	Kim Adams Pratt, City Attorney
Title	Ordinance 24-1290/Traffic Safety Camera amendments

Legislative History

- First Presentation – June 13, 2024, City Council Regular Meeting

Attachments:

1. Ordinance 24-1290 Amending chapter 10.06 LFPMC

Executive Summary

House Bill 2384, amending statutes regarding traffic safety cameras, became effective June 6, 2024. The proposed ordinance would 1) update statutory citations in Chapter 10.06 of the Lake Forest Park Municipal Code (“LFPMC”); 2) add authority for additional types of traffic safety cameras, 3) amend the presumption that an infraction was committed so it applies to all traffic safety camera violations, and 4) include the statutory requirement regarding a fine reduction for recipients of public assistance and the Washington women, infants, and children program.

Background

These amendments are in accord with the City Council’s recent amendments to chapter 10.06, Automated Traffic Safety Cameras, LFPMC, which were adopted due to the increased traffic volumes and the resulting 12% - 14% increase in traffic safety camera citations.

Fiscal & Policy Implications

While traffic citation revenue is expected to increase, revenue from repeat offenses and excessive speeds are unknown, as the intended outcome is to drastically reduce offenses in those two categories.



Alternatives

Options	Results
<ul style="list-style-type: none"><li>• Approve Ordinance 24-1290 Amending ch. 10.06 LFPMC</li></ul>	Ch.10.06 will align with the state statutes for traffic safety cameras.
<ul style="list-style-type: none"><li>• Do not approve Ordinance 24-1290 Amending ch. 10.06 LFPMC</li></ul>	The LFPMC for automated traffic safety cameras will not change.

Staff Recommendation

Approve Ordinance 24-1290 amending chapter 10.06 of the Lake Forest Park Municipal Code to align with amendments in state statute.

## ORDINANCE 24-1290

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 10.06 OF THE LAKE FOREST PARK MUNICIPAL CODE, RELATED TO AUTOMATED TRAFFIC SAFETY CAMERAS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, the City of Lake Forest Park is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and has the authority to regulate the use of City streets pursuant to RCW 35A.11.020; and

**WHEREAS**, the City has an interest in maintaining the safety and welfare of its citizens and to ensure City streets are monitored in a safe manner for their intended use; and

**WHEREAS**, this amendment to Chapter 10.06 of the Lake Forest Park Municipal Code ("LFPMC"), Automated Traffic Safety Cameras, will add types of traffic safety cameras that may be used, amend the "presumption" section of the chapter to apply to all types of traffic safety cameras in the City, and update references to state statutes.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1. AMENDMENT.** Section 10.06.010 LFPMC, Automated traffic safety cameras – Detection of violations – Restrictions, is amended as follows:

#### **10.06.010 Automated traffic safety cameras – Detection of violations – Restrictions**

A. A City law enforcement officers and persons commissioned by the Lake Forest Park police chief are authorized to use automated traffic cameras and related automated systems to detect and record the image of: (1) stoplight violations at the intersection of two arterials; (2) school speed zone violations; (3) speed zone violations on any roadway identified in a school walk area as defined by RCW 28A.160.160; (4) speed zone violations in public park speed zone as defined in RCW 46.63.0001470(b)(ii); and (5) speed violations when the location is in an area within the city limits designated by ordinance as a zone subject to specified restrictions and penalties on racing and race attendance; (6) violations of traffic ordinances on state highways that are also classified as a city street under chapter 47.24 RCW; (7) speed violations in locations the city council has deemed high crash risk due to excessive vehicle speeds under RCW 46.63.0005(3); and (8) public transportation only lane violations. Provided, however, pictures of the vehicle and the vehicle license plate may be taken only while an

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infraction is occurring, and the picture shall not reveal the face of the driver or of any passengers in the vehicle.

...

**Section 2. AMENDMENT.** Section 10.06.020 LFPMC, Notice of infraction, is amended as follows:

**10.06.020 Notice of Infraction.**

...

E. All photographs, microphotographs or electronic images prepared under this chapter are for the exclusive use of law enforcement in the discharge of duties under this chapter and, as provided in RCW 46.63.0002(11)170(1)(f), they are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this chapter. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this chapter nor retained longer than necessary to enforce this chapter.

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**Section 3. AMENDMENT.** Section 10.06.030 LFPMC, Prima facie presumption, is amended as follows:

**10.06.030 Prima facie presumption.**

A. In a traffic infraction case involving an infraction detected through the use of an automated traffic safety camera under this chapter, proof that the particular vehicle described in the notice of traffic infraction was involved in ~~the a stoplight violation or school speed zone violation~~, together with proof that the person named in the notice of infraction was at the time of the violation the registered owner of the vehicle, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

B. This presumption may be overcome only if the registered owner, under oath, states in a written statement to the court or in testimony before the court that the vehicle involved was, at the time, stolen or in the care, custody or control of some person other than the registered owner.

**Section 4. AMENDMENT.** Section 10.06.050 LFPMC, Fine, is amended as follows:

**10.06.50 Fine.**

A. The fine for an infraction detected under authority of this chapter shall be a base monetary penalty of \$145.00;.

Ordinance 24-1290



B. Provided that the fine for an infraction detected under authority of this chapter for school speed zone cameras shall be as follows:

- 1. a base monetary penalty of \$145.00 for the first offense, unless B.3 applies;
- 2. a base monetary penalty of \$290 for repeat offenses; and
- 3. a base monetary penalty of \$290 for any offense in excess of 11 miles per hour over the posted school zone speed limit.

C. The base monetary fine for all infractions shall automatically be adjusted for inflation every five years, beginning January 1, 2029, based on the changes in the consumer price index as calculated by State Office of Financial Management for that time period.

D. Except as provided in this subsection, registered owners of vehicles who receive notices of infraction for automated traffic safety camera-enforced infractions and are recipients of public assistance under Title 74 RCW or participants in the Washington women, infants, and children program, and who request reduced penalties for infractions detected through the use of automated traffic safety camera violations, must be granted reduced penalty amounts of 50 percent of what would otherwise be assessed for a first automated traffic safety camera violation and for subsequent automated traffic safety camera violations issued within 21 days of issuance of the first automated traffic safety camera violation. Eligibility for medicaid under RCW 74.09.510 is not a qualifying criterion under this subsection. Registered owners of vehicles who receive notices of infraction must be provided with information on their eligibility and the opportunity to apply for a reduction in penalty amounts through the mail or internet.

**Section 5. AMENDMENT.** Section 10.06.060 LFP MC, Nonexclusive enforcement, is amended as follows:

**10.06.060 . Nonexclusive enforcement.**

Nothing in this chapter prohibits a law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under RCW 46.63.03020(1)(a), (b) or (c), as amended.

**Section 6. SEVERABILITY.** Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 7. CORRECTIONS.** The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 8. EFFECTIVE DATE.** This ordinance shall take effect five (5) days after passage and publication.

Ordinance 24-1290

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**APPROVED BY A MAJORITY** of the Lake Forest Park City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed into authentication this \_\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED:

\_\_\_\_\_  
Thomas French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Adams Pratt  
City Attorney

Introduced: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_





deemed it necessary to streamline and improve the purchasing policies. The new resolution will adopt updated procurement policies while repealing Resolutions 617 and 1399.

After feedback during the Budget and Finance Committee presentation in May, the administration redrafted the resolution to have the Council adopt the purchasing policies and removed the purchasing procedures for separate adoption by the administration. The administration will continue to update the procurement procedures, consistent with the adopted policies, that will be used internally by all City staff.

You'll see that the proposed Resolution refers to "Public Works" in multiple places, which are a category of projects defined by statute as "all construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the ... municipality . . ." The largest categories of items purchased by the City that are not Pubic Works are probably goods and services.

### Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>• Adopt the resolution</li> </ul>	The new procurement policies will become effective upon passage by the Council.
<ul style="list-style-type: none"> <li>• Reject the resolution</li> </ul>	The current policy will remain in place.

### Staff Recommendation

Review the draft resolution and procurement policy and provide feedback to the staff for final adoption anticipated at the June 27<sup>th</sup> City Council Meeting.

**RESOLUTION NO. 24-1956****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, REPEALING AND ADOPTING PURCHASING AND ACQUISITION POLICIES AND PROCEDURES.**

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**WHEREAS**, RCW 35A.11.010 grants city councils in optional municipal code cities like Lake Forest Park broad power to make contracts; and

**WHEREAS**, city councils also has the authority to delegate the authority to make contracts and to place appropriate oversight and disclosure conditions upon the use of that authority; and

**WHEREAS**, the Lake Forest Park City Council recognizes that appropriate delegation to the administration regarding procurement processes can improve efficiencies; and

**WHEREAS**, on March 8, 2001, and March 13, 2014, the City Council adopted Resolutions 617 and 1399 respectfully, establishing specific purchasing and acquisition policies and procedures; and

**WHEREAS**, in the intervening years, state legislation regarding city contracting authority and requirements have been amended and the City Council desires to review and update its purchasing policies.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

**SECTION 1. REPEAL.** City of Lake Forest Park Resolution Numbers 617 and 1399 are repealed in their entirety.

**SECTION 2. ADOPTION.** The City Council of the City of Lake Forest Park adopts the following purchasing policies:

A. **Purchasing authority.** For expenditures included in the annual budget, the following authority is granted to the Administration to execute contracts and agreements.

1. **Public Works contracts.** Contracts for Public Works, as defined in RCW 39.04.010, as amended, the Mayor or designee may execute contracts up to \$50,000 (fifty thousand dollars), except as identified elsewhere in this resolution.

2. Supplies, equipment, materials, and services. For contracts that are not for Public Works, the Mayor or designee may execute contracts up to \$30,000 (thirty thousand dollars), except as identified elsewhere in this resolution.
  3. Interlocal Agreements. Initial interlocal agreements of any amount with governmental agencies require Council authorization. The Mayor or designee, may execute a renewal or extension of an existing interlocal agreement with governmental agencies up to \$30,000 (thirty thousand dollars) if the initial interlocal agreement addressed renewal. All other renewals require Council approval.
  4. Emergency contracts. In the event of an Emergency, the Mayor or designee may execute contracts consistent with LFPMC 8.15.090 to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people and to bind the city for the fair value thereof. "Emergency" is defined as unforeseen circumstances beyond the control of the City that either present a real, immediate threat to the proper performance of essential City functions; or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
- B. **Grant Applications.** The Mayor or designee are authorized to apply for grants that would carry out projects or services in the adopted biennial budget or adopted capital improvement plan. If a grant application requires matching dollars beyond those included in the funded CIP or impacts an adopted City policy, City Council approval must be sought before the grant application is submitted.
- C. **Real Property.** The purchase or acquisition of real property in fee simple or an interest in real property require City Council approval, unless:
1. Development projects. The acquisition is the acceptance of a dedication or conveyance made in the general course of a development project required by the LFPMC.
  2. Budgeted Acquisition. The acquisition is purchase for a Department of Public Works project and the acquisition price is within the Council approved budget for the project.
- D. **Public Works bidding processes.**
1. Small works roster. Council authorizes the use of the small works roster process and dollar thresholds, including limited public works process, in chapter 39.04 RCW, as amended. The Administration shall contract with Municipal Research and Services Center ("MRSC") for use of its small works



rosters as appropriate for the contracting needs of the City. The Administration shall document when bid quotes have been obtained and make the bid quotes publicly available and available by request. The Administration shall publish on the City's website a list of small works contracts awarded and contractors contacted for direct negotiation pursuant to chapter 39.04 RCW, as amended.

2. Public Works formal bidding. For Public Works contracts anticipated to exceed the dollar threshold of the small works roster in chapter 39.04 RCW, as amended, formal bidding procedures shall be used as adopted by the Administration.

**E. Professional and personal services.**

1. Architectural, land surveying, and engineering services. For architectural, land surveying, and engineering services, as defined in RCW 39.80.020, as amended, the MRSC consultant roster may be used and firms asked to respond to a Request For Qualifications (RFQ). A contract will be negotiated with the most qualified firm at a fair and reasonable price taking into account the scope, complexity, and professional nature of the services.
2. Other professional and personal services. For all other professional services an RFQ may be used, direct solicitation may be used, and an MRSC consultant roster may be used to solicit qualified professionals and contract at a fair and reasonable price.

- F. Purchase of materials, supplies and equipment.** The purchase of materials, supplies and equipment for a Public Works or other contract, may be solicited using an MRSC roster. Whenever possible quotes from at least three vendors shall be secured to assure a competitive price is contracted for with the lowest responsible bidder.

- G. Surplus property.** The City may acquire surplus property from the state, a city, another political subdivision, the federal government, or a federally recognized tribe without the use of competitive quotes or bids upon terms and conditions as may be mutually agreed. RCW 39.33.010.

- H. Computer and Telecommunications.** A competitive negotiation process, as an alternative to competitive bidding, may be used for computer and telecommunications equipment, software, and services pursuant to chapter 39.04. RCW.

- I. Exemptions.** Competitive bidding requirements may be waived in the following circumstances:

1. purchases that are clearly and legitimately limited to a single source of supply;
2. purchases involving special facilities or market conditions;
3. purchases in the event of an emergency;
4. purchases of insurance or bonds;
5. public works in the event of an emergency;
6. auctions where a items can be obtained at a competitive price;
7. when no responsive bids or quotes are received;
8. surplus property; and
9. interlocal agreements (piggybacking).

J. **Purchasing Code of Ethics.** To instill public confidence in the award of public contracts and the expenditure of public funds, the City adopts the following code of ethics regarding public contracting:

1. Actions of City employees shall be impartial and fair;
2. City decisions and policies shall be made in compliance with required procedures and within the proper channels of government structure;
3. Public employment shall not be used for personal gain, and City employees shall not solicit, accept, or agree to accept any gratuity for themselves, their families, or others that would or could result in personal gain.
4. Purchasing decisions shall be made impartially, based upon the City's specifications for the contract and the responses of those bidding on the contract.

K. **Additional procedures.** The Administration shall adopt additional procedures as necessary to carry out the policies adopted herein including formal competitive bid procedures for use with Public Works and other contracts to ensure a consistent and fair process.

**SECTION 3. CORRECTIONS.** The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

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Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-xxxx

DRAFT



## RESOLUTION NO. 617

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ESTABLISHING PURCHASING AND ACQUISITION PROCEDURES FOR THE CITY.

WHEREAS, the establishment of purchasing and acquisition procedures for the City of Lake Forest Park is in the City's best interest; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON,  
RESOLVES

#### **PART I. PURCHASES.**

##### **Section 1. Purchase of supplies, equipment, materials and services - Generally.**

Purchases by the city of supplies, equipment, materials and services shall be made as provided herein; provided nothing herein shall be construed to prohibit City participation in cooperative purchasing agreements with other municipalities.

##### **Section 2. Purchases - \$7,500 or less.**

Supplies, materials, equipment, or services with a reasonably expected to cost \$7,500 or less may be purchased without formal or informal bidding; provided that City staff will strive to obtain the lowest practical price for such goods or services.

##### **Section 3. Purchases - More than \$7,500 to \$15,000.**

A. Purchases for \$7,501 to \$15,000 -- Informal Bidding. Supplies, materials, equipment, or services with a reasonably expected to cost more than \$7,500 but less than \$15,000, may be purchased without a formal call for bids as provided in this subsection.

1. The city shall establish vendor lists for the award of contracts for the purchase of materials, equipment, supplies, or services with an estimated cost of more than \$7,500 and less than \$15,000. ~~At least twice each year~~ As required by law, the city clerk shall cause a notice of the existence of the vendor lists to be published in a newspaper of general circulation within the city. The notice shall solicit the names of vendors for the lists.

2. The finance director shall secure telephone or written quotations from at least three different vendors whenever possible. The purchase contracts shall be awarded to the lowest responsible bidder. Whenever used in this resolution the term "director" shall include the director's designee.

3. Immediately after the award of the purchase contract is made, the bid quotations obtained shall be recorded and open to public inspection and shall be available by telephone inquiry.

4. The city clerk shall post at city hall a list of the contracts awarded using the vendor lists at least once every two months. The list shall contain the names of vendors awarded contracts, the amount of the contracts, a brief description of the items purchased under the contracts, the dates that the contracts were awarded, and the location where the bid quotations for the contracts are available for public inspection.

B. Purchases for more than \$15,000.00 -- Formal Bids. Supplies, material, equipment, or services with a reasonably expected to cost more than \$15,000.00 shall be purchased through a formal call for bids as follows:

1. Staff will prepare bid specifications or requests for proposals for the goods or services to be purchased.

2. A call for sealed bids or request for proposals will be published in a newspaper of general circulation throughout the city not less than one week prior to the date fixed for opening.

3. The call for sealed bids or request for proposals will be posted in the same manner as ordinances. The notice shall include a description of the goods or services desired.

4. Bid proposals will be opened on the date and time, and at the place as specified in the specifications or public notices.

5. Staff will prepare tabulation sheets and either recommend an award to the lowest responsible bidder, who meets the terms of the specifications, conditions and qualifications or recommend the rejection of any or all bids.

6. The city council shall review the bid proposals, related materials and the recommendation of the staff, and may award the contract to the lowest responsible bidder.

7. The city may upon review of the materials and recommendations of staff reject any or all bids and make a further call for bids.

8. If bids are not received on the first call, the city may choose either to make a second call for bids or to negotiate directly with any prospective service or supply provider.

#### **Section 4. Purchase by government contract.**

A. Whenever the city has contracted with the state or any other municipality, special purpose district, or other political subdivision for the other entity to conduct the formal bidding process for the acquisition of any supplies, materials, equipment, or services, the city may purchase directly from the lowest responsible bidder as determined by the other entity.

- B. Purchases in excess of \$15,000 require prior authorization by the city council.

## **PART II. PUBLIC WORKS.**

### **Section 5. Public Works -- Generally**

Contracts for public works as defined in RCW 39.04.010 shall be awarded by competitive bid section 9, unless, in appropriate cases, the city elects to proceed according to either the informal bid or small works roster processes provided for herein.

### **Section 6. Public works - \$30,000.00 or less - Informal bidding.**

A. The city may construct public works by contract or day labor, without calling for bids, whenever the estimated cost of the work or improvement, including cost of materials, supplies and equipment will not exceed the sum of: (1) \$30,000 if more than one craft or trade is involved with the public works, or (2) \$20,000 if a single craft or trade is involved with the public works. The term "public works project" means a complete project. Division of the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project is not permitted.

- B. A contract shall be awarded under this section according to the following procedure:

1. Staff shall obtain from three or more contractors written quotes of the estimated cost of the public works and maintain those quotes in the records, together with specifications or plans.

2. If less than three quotes are obtained because of factors beyond the control of the city, an explanation of those factors, the quotes and the specifications and/or plans for public works shall be maintained in city records.

3. Quotes shall be presented to the director of public services for evaluation and determination of the lowest responsible bidder.

4. After evaluation and recommendation by the director of public services, the city council may accept the bid submitted by the lowest responsible bidder.

5. In addition, the city may use its own public works force to complete the public works necessary without the necessity of informal bidding.

### **Section 7. Public works - Small works roster -- Contracts \$100,000 maximum.**

A. A small works roster, consisting of all responsible, licensed contractors requesting to be on the roster, shall be established by the director or public services for award of public works contracts not to exceed \$100,000.



B. ~~At least twice each year~~ As required by law, the director of public services shall cause notice of the existence of the small works roster to be published in a newspaper of general circulation within the city. The notice shall solicit the names of the contractors for the small works roster.

## **Section 8. Public works - Small works roster procedure.**

The city may award a contract for \$100,000 or less off of the small works roster using the following procedure:

A. The director of public services shall secure telephone or written quotations, or both, from the appropriate contractors on the roster. Whenever possible, the city shall invite at least five contractors to submit quotations, including, whenever possible, at least one otherwise qualified woman or minority contractor. The city may invite all appropriate contractors on the roster to submit quotations. Once a contractor has been afforded an opportunity to submit a quotation, that contractor shall not be offered another opportunity until all other appropriate contractors on the roster have been afforded an opportunity to submit a quotation on a contract.

B. The city's invitation for quotations shall include an estimate of the scope and nature of the work to be performed, and the materials and equipment to be furnished.

C. The city shall award the contract to the lowest responsible bidder.

D. Immediately after awarding a contract, the director of public services shall record the bid quotations obtained for the contract. The bid quotations shall be open to public inspection and available to the public by telephone inquiry.

E. The director of public services shall post a list of the contracts awarded at least once every two months. The list shall contain the names of the contractors awarded the contracts, the amount of the contracts, a brief description of the type of work performed under the contracts, the dates that the contracts were awarded, and the location where the bid quotations for the contracts are available for public inspection.

E. The city shall hereafter account and record costs of public works in excess of \$5000 that are not let by contract on the standard forms required by the state of Washington through the State Auditor under Section 4 of RCW 35.22.620.

F. The cost of a separate public works project shall be the costs of the materials, equipment, supplies, and labor on that construction project.

## **Section 9. Public works -- \$100,000 or more -- formal bidding.**

Public works with a reasonably expected cost of \$100,000 or more shall be let by formal bid as provided herein:

A. Formal bidding procedure:

1. Staff will prepare bid specifications for completion of the public works project upon prior authorization by the city council.

2. A call for sealed bids will be published in the official newspaper, or a newspaper of general circulation most likely to bring responsive bids, once a week for two consecutive weeks prior to the date fixed for the opening of bids.

3. The call for sealed bids will be posted in the same manner as ordinances.

4. The call for bids shall contain the following:

a. Describe the nature of work;

b. State where the plans and specifications are on file;

c. State that the bids must be sealed and filed with the city before a specific date;

d. State that bids must be accompanied by bid proposal deposit which will be at least five percent of the bid in the form of a cashier's check or postal money order or surety bond made out to the city and specify that no bids will be considered without this deposit.

B. Bids will be opened on the date and time and at the place as specified in the bid specifications, requests for proposals, advertisements and public notices.

C. Staff will prepare bid tabulation sheets and either recommend an award to the lowest responsible bidder who meets the terms of the specifications, conditions and qualifications, or recommend the rejection of all bids received.

D. The city council shall review the bids, specifications and related materials and the recommendations of staff and may award the contract to the lowest responsible bidder.

E. The city council may, upon review of the materials and recommendations of staff, reject any or all bids and may make a further call for bids.

F. If bids are not received on the first call, the city may choose either to make a second call for bids or to negotiate directly with any prospective public works contractor.

### **PART III. ARCHITECT AND ENGINEER SERVICES.**

#### **Section 10. Retaining architectural or engineering services.**

A. Once each calendar year, the city shall publish an announcement stating its projected requirements for certain categories or types of professional services. The announcement shall state

the general scope and nature of the anticipated project(s) or work and the address of the city representative who can provide further details. For purposes of this section, "professional services" shall have the meaning stated in RCW 39.80.020(5).

B. If the city requires any professional services not contained in the city's annual announcement, the city shall publish additional announcements on each occasion. An additional announcement for professional services shall be published not less than once in a newspaper not less than two weeks prior to the closing date for receipt of requests for qualifications.

C. In the procurement of professional services, the city shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data.

D. Firms responding to the city's annual announcement or any other announcement shall submit to the director of public services:

1. A proposed scope of services;
2. Performance data; and
3. A letter of interest that shall include statements regarding the availability of the firm to complete the work within the stated time period, current references, the firm's insurance coverage, and the firm's financial stability.

E. The city shall evaluate current statements of qualifications and performance data on file with the city, together with those that may be submitted by other firms regarding a proposed project, and shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternate methods of approach for furnishing the required services.

F. Following the discussions with the firms, the city shall select from those firms, based on criteria and guidelines established by the director of public services, the firm deemed to be the most highly qualified to provide the services required. The criteria and guidelines established by the director of public services shall include a plan to insure that minority and women-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services. The level of participation by minority and women-owned firms shall be consistent with their general availability within the professional communities involved.

G. After the city has determined the firm most highly qualified to provide the services required, the city shall negotiate a contract with that firm for the services at a price which the city determines to be fair and reasonable to the city. In making its determination, the city shall take into account the estimated value of the services to be rendered, as well as the scope, complexity, and professional nature of the services. If the city is unable to negotiate a satisfactory contract with the firm selected at a price that the city determines is fair and reasonable, the city shall formally terminate negotiations with that firm, select other firms in accordance with this section, and continue in accordance with this paragraph until an agreement is reached or the city terminates the process.



H. Once a satisfactory contract has been negotiated, the city council will review and approve the contract prior to execution of the contract by the mayor.

I. The city is not required to comply with this section when the city makes a finding in accordance with any applicable code section or other law that an emergency requires the immediate execution of the work involved.

#### **PART IV. WAIVERS AND EXEMPTIONS.**

##### **Section 11. Purchases - Waiver and exemptions.**

A. In the event of an emergency such that the public interest or property of the city would suffer injury or damage by delay, the mayor may, upon declaring the existence of such emergency and reciting the facts constituting the same, waive the requirements for competitive sealed bids. The city administrator shall report, in detail, such emergency expenditures to the city council within seven days of declaring the emergency and shall submit a written determination of the basis for the emergency and for the selection of the particular contractor or vendor.

B. These requirements for purchasing or public works also may be waived by resolution of the city council declaring that the purchase or public work is either clearly and legitimately limited to a single source or supply, or the materials, supplies, equipment, or services are subject to special market conditions, and recites why this situation exists.

C. The following are exempt from the requirements of this Resolution:

1. Performance-based contracts as defined by RCW 39.35A.020(3); and.
2. The purchase of supplies, material, equipment, or services at public auctions of the United States, or its agencies, or the State of Washington, or any of its subdivisions.
3. Professional service contracts, except as provided in Section 10.

##### **Section 12. Incorporation of Future Changes In Law.**

A. Whenever in the future the legislature amends the law with respect to vendor lists or small works rosters, those amendments shall be incorporated into this resolution and the same shall be amended, without further council action, if (1) the amendment places mandatory requirements upon the City; and (2) the amendment authorizes but does not require relaxation of procedural requirements with respect to vendor lists or the small works roster.

B. Council action to amend this resolution shall be required whenever substantive changes are authorized but not required, or whenever an amendment authorizes procedural changes that increase procedural requirements.

**Section 13. Repealer.**

Resolution No. 559 is repealed.

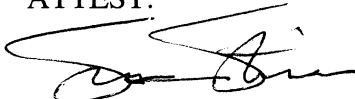
PASSED BY A MAJORITY VOTE of the members of the City of Lake Forest Park City Council this 8th day of March, 2001.

APPROVED:

A handwritten signature in black ink, appearing to read "David R. Hutchinson", written over a horizontal line.

David R. Hutchinson, Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Susan Stine", written over a horizontal line.

Susan Stine, City Clerk

**RESOLUTION NO. 1399**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE  
FOREST PARK, WASHINGTON, ESTABLISHING DELEGATED  
AUTHORITY FOR CERTAIN TYPES OF CONTRACTS, GRANT  
APPLICATIONS, AND ESTABLISHING REPORTING REQUIREMENTS.**

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**WHEREAS**, RCW 35A.11.010 grants legislative bodies in optional municipal code cities broad power to make contracts; and

**WHEREAS**, the legislative body also has the authority to delegate the authority to make contracts and Interlocal agreements, and to place appropriate oversight and disclosure conditions upon the use of that authority; and

**WHEREAS**, the Lake Forest Park City Council has an adopted goal to streamline some of its processes to make the City organization operate more efficiently; and

**WHEREAS**, on March 8, 2001, the Lake Forest Park City Council adopted Resolution 617, establishing specific purchasing and acquisition procedures but did not overtly delegate the contracting authority to complete those transactions; and

**WHEREAS**, there are other non-purchasing types of contracts and agreements that are routine and/or regular in nature; and

**WHEREAS**, there are options to require reporting on uses of delegated authority to allow the City Council to perform appropriate oversight of City functions; and

**WHEREAS**, there are occasional City emergencies that require purchases and for which our citizens are better-served in not waiting for City Council approval; and

**WHEREAS**, the City Council improve efficiency in the City organization by adopting appropriate best practices for routine operational and emergency operational contracts;

**NOW, THEREFORE, IT IS RESOLVED**, that the City Council of the City of Lake Forest Park authorizes the administrative approval of certain contracts and applications for grants with the herein established limits and reporting requirements.

**Section 1.** Purchases or Acquisitions: Subject to competitive bidding requirements, authority is granted to administration/staff to execute contracts or agreements for goods, services and public works acquired pursuant to the adopted purchasing rules. Such purchases are limited to original acquisitions or renewals that are identified in the adopted budget, within the scope of services discussed in the budget document or deliberations and for purposes of carrying out the operational functions of delivering city services. Items within general or lump sum budget allocations are expected to be those items routinely and regularly acquired for those line items. The authority granted under this Section is limited to the following amounts based on the type of acquisition:

- a. Public Works: \$50,000
- b. All others: \$30,000.



Contracts or services that could reasonably be defined as carrying out policy provisions in the budget (such as for a legislative advocate or a comprehensive plan study) are required to be approved by the City Council regardless of amount.

**Section 2.** Emergency Contracts: From time to time, emergencies may arise that require immediate action that results in contracts that would otherwise require City Council review and approval.

- a. Public Facility and Infrastructure Emergencies: In the case of significant damage or threat to public infrastructure or public facilities that require immediate action to prevent significant future loss or threat to property or to public safety and meets the definition of "emergency" in RCW 39.04.280(3), a contract of up to \$100,000 is authorized, and all reasonable attempts will be made to follow the Small Works Roster process authorized in Resolution No. 617. In the event that a contract is entered into based on this provision, the Administration will timely notify the City Council of the event, contract and amount.
- b. Other emergencies: No special authorization at this time.

**Section 3.** Grant Applications: Authority is granted to the administration/staff to apply for grants that would carry out the projects or services in the adopted biennial budget or adopted capital improvement plan (CIP). If a grant requires material matching dollars beyond those included in the funded CIP or impacts an adopted city policy, the administration/staff will seek City Council approval prior to applying.

**Section 4.** Required Reporting: Any use of this delegated contracting authority granted in Section 1 shall be promptly reported to the City Council in the City Administrator report. If the delegated authority is an emergency contract, the administration will notify the Councilmembers within 24 hours of the emergency and will state whether an emergency meeting of the City Council is necessary. The contract will be presented for ratification at the next regularly scheduled City Council meeting. It will include a resolution pursuant to RCW 39.04.280(2)(b) that makes a written finding outlining the existence of the emergency situation.

**PASSED BY A MAJORITY VOTE** of the members of the City of Lake Forest Park City Council this 13th day of March, 2014 and signed into authentication this \_\_th day of March, 2014.

APPROVED:

  
 \_\_\_\_\_  
 Mayor

ATTEST:

  
 Evelyn Jahed, City Clerk



# CITY OF LAKE FOREST PARK

## CITY COUNCIL

### AGENDA COVER SHEET

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<b>Meeting Date</b>	June 13, 2024
<b>Originating Department</b>	Finance Department
<b>Contact Person</b>	Lindsey Vaughn, Finance Director
<b>Title</b>	Ordinance 24-1294/Amending the 2023-2024 Budget

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#### Legislative History

- Budget & Finance Committee Meeting May 16, 2024
  - City Council Meeting June 13, 2024
- 

#### Attachments:

1. Ordinance 24-1294 Amending 2023-2024 Biennial Budget
- 

#### Executive Summary

The proposed ordinance would amend the 2023-2024 budget to reflect actual performance rather than the projected amounts used to adopt the budget. The City of Lake Forest Park develops a budget based on a set of predictions about the future. A city budget is a living document, and since it is impossible to know what will happen in the future, adjustments to the adopted budget are frequently required once the budgetary period is underway. A formal change to an adopted budget is known as a budget amendment. Budgets are adopted at the fund level, as opposed to the line-item or department level. Therefore, budget amendments are also made at the fund level.

Budget amendments do not require public hearings and do not have specific timelines associated with them. However, it is best practice to formally amend a budget before an expenditure is allocated (amend before you spend). A budget amendment must be passed before the last day of the budgetary period to become effective for that adopted fiscal period.

#### Background

The City adopts a biennial budget spanning two years. Local governments choosing to adopt biennial budgets are required by state statute to perform an in-depth review mid-way through the budget cycle to pinpoint any substantial discrepancies between the projected amounts and the actual financial

results. A mid-biennial budget adjustment should be considered if significant differences are identified. Mid-biennial budget adjustments are a time to 'true-up' the adopted budget to reflect actual performance. Budgets are living documents created with the best knowledge at the time of adoption. Budget adjustments, or amendments, are considered a normal course of action in local government.

## **Fiscal & Policy Implications**

### General Fund 001:

Multiple items are considered pass through, meaning there is a revenue and expenditure side in the budget. One pass through item is the reimbursement for Police overtime from various outside agencies, such as supporting security for sporting events at the University of Washington, to list one agency example. There are also multiple grant items such as the Police Worn Camera Grant, Police Star Chase Grant, Police WASPC traffic safety grant, the Community Development Department of Commerce Grant, and the donation from the Police Foundation to assist in the increasing costs for outfitting the new Police vehicles that were recently purchased.

The sewer and surface water utility tax becomes a revenue source for the general fund and is paid by property owners within the city limits.

The Council elected to expand the passport services by adding an additional part-time employee to more appropriately match the passport service demands, which will increase the passport revenue and the Municipal Services salaries and benefits.

On the general fund expenditure side, the jail expenses line item is the largest increase to the general fund doubling the currently adopted budget completed fiscal year 2023 at 100%. The public defender contract was increased in December of 2023 and needs to be amended for the 2024 increase. There are a handful of line items needing to be adjusted, such as travel, professional services, banking services, animal control, and new membership for the National League of Cities.

### Transportation Benefit District Fund 104:

The revenue from the additional increase to the sales tax of .01% needs to be increased to match the actual revenue being received by the City from purchases made within the City limits.

### Contingency Fund 102 and Budget Stabilization Fund 105:

The actual revenue from the increase in investment interest needs to be increased.

### Strategic Opportunity Fund 106:

The fund has additional support from the Capital Improvement Fund 301 to continue supporting the Lakefront Property Development costs. The recreation and conservation grant are funds which supported the original purchase of the property and an additional \$270,000 for future demolition work. The fund also is showing the carrying forward of the interfund loan payment back to the Sewer Capital Fund.

### ARPA Fund 107:

The funds must be fully committed by the end of 2024 and spent by 2026. The City originally intended to allocate \$200,000 of the funds towards the Surface Water Master Plan, however the actual amount was not entered into the originally adopted budget. The remainder of the funds will be allocated under the lost revenue category for ongoing services and programs.

### Capital Improvement Fund 301:

The fund is supporting the Strategic Opportunity Fund 106, which ultimately will continue funding the Lakefront Development Project.



Transportation Capital Fund 302:

The Safe Streets early action is being increased to support two additional engineering and equity studies in addition to making continued traffic improvements

Sewer Utility Fund 401:

The utility tax needs to be increased to reflect the actual amount of revenue being received from rate paying customers. The utility tax revenue becomes an expenditure that ultimately becomes a general fund revenue.

Surface Water 403:

The utility tax in the surface water fund also needs to be increased to reflect the actual amount of revenue being received from rate paying customers. The utility tax revenue becomes an expenditure that ultimately becomes a general fund revenue. There are some additional system maintenance and operations expenses due to NPDES permitting requirements that have caused additional expenditures in the operating fund.

Surface Water Capital Fund 404:

Two projects that are currently being added to the surface water capital fund are the 28<sup>th</sup> Avenue Repair and 35<sup>th</sup> Avenue Drainage projects. Both projects are projected to be designed and completed in 2024.

Vehicle & Equipment Replacement Fund 501:

The Police Foundation donated funds to assist in outfitting the two recently purchased Chevy Tahoes that exceeded the allocated budget.

Multiple Funds:

The investment interest revenue is distributed across all funds from the Budget and Finance Committee's decision to diversify the cash investments which continues to provide revenue at a rate exceeding budget projection.

Public Works Seasonal Employees was under budgeted in the original budget and needs to be more accurately represented to reflect the actual cost in the current budget. The salary and benefits for the public works seasonal employees are allocated to the general, street, sewer utility, and surface water utility funds.

A tree removal contract has been adopted by Council, but the funds need to be allocated to the general, street, and surface water utility funds.

Correction to Exhibit A: Amended 2024 Budgeted Positions & Salary Schedule

The Deputy City Clerk salary line in excel was entered accidentally with a plus and not a times for the 2024 cost of living adjustment (COLA). The error needs to be formally corrected.

The below table are the schedule of adjustments for the proposed budget amendment:

## GENERAL FUND 001

Title	Revenue(R)/Expend.(E)	2023-2024	Total Revenue	Total Expenditure
		Adjustment Amount		
	R		\$ -	
Police Services - Overtime reimbursement from outside agencies	R	\$ 145,000	\$ 145,000	
Police Body Worn Cameras Grant (Pass Through)	R	\$ 8,900	\$ 8,900	
Police Star Chase GPS Tracking Grant (Pass Through)	R	\$ 50,000	\$ 50,000	
Police Grant WASPC Traffic Safety	R	\$ 1,300	\$ 1,300	
Sewer Utility Tax	R	\$ 50,000	\$ 50,000	
Surface Water Utility Tax	R	\$ 40,000	\$ 40,000	
Donations Public Safety Police Foundation: Veh. Outfitting (Pass Through)		\$ 30,499	\$ 30,499	
Community Dev. Dept of Commerce	R	\$ 62,500	\$ 62,500	
Passport Revenue	R	\$ 45,000	\$ 45,000	
Investment Interest	R	\$ 110,000	\$ 110,000	
Other Source: Refundable Sound Transit Deposit	R	\$ 177,560	\$ 177,560	
General Fund Revenue Adjustment Total		\$ 720,759	\$ 720,759	
City Council - Travel	E	\$ 3,000		\$ 3,000
City Council - Professional Services	E	\$ 5,000		\$ 5,000
Executive Professional Services	E	\$ 40,000		\$ 40,000
Executive Training Travel	E	\$ 3,000		\$ 3,000
Volunteer & Staff Recognition (Retirements)	E	\$ 12,000		\$ 12,000
Municipal Services Salary for additional Passport Clerk	E	\$ 30,000		\$ 30,000
Municipal Services Benefits for additional Passport Clerk	E	\$ 10,000		\$ 10,000
Membership- National League of Cities	E	\$ 4,000		\$ 4,000
Finance Department Banking Services	E	\$ 14,000		\$ 14,000
Police Department Salaries: Reducing Limited Term +1, Leaving +2	E	\$ (100,000)		\$ (100,000)
Police Department - Overtime Salaries (Pass Through)	E	\$ 145,000		\$ 145,000
Police Department Benefits: Reducing Limited Term +1, Leaving +2	E	\$ (73,000)		\$ (73,000)
Police Equipment WASPC Grant (Pass Through)	E	\$ 1,300		\$ 1,300
Police Equipment Hardware Body Worn Cameras (Pass Through)	E	\$ 8,900		\$ 8,900
Police Equipment Hardware Star Chase (Pass Through)	E	\$ 50,000		\$ 50,000
Animal Control Services	E	\$ 15,000		\$ 15,000
Jail Expenses	E	\$ 455,000		\$ 455,000
Public Defender	E	\$ 33,000		\$ 33,000
Comm Dev. Professional Services (Grant Pass Through)	E	\$ 62,500		\$ 62,500
Developer Projects Sound Transit funded from ST Deposit	E	\$ 177,560		\$ 177,560
Parks Maintenance - Seasonals Salaries	E	\$ 15,000		\$ 15,000
Parks Maintenance - Seasonals Benefits	E	\$ 6,500		\$ 6,500
Parks Maintenance (Tree Removal Contract)	E	\$ 80,000		\$ 80,000
Facilities Seasonal Salaries	E	\$ 12,000		\$ 12,000
Facilities Seasonal Benefits	E	\$ 4,800		\$ 4,800
Transfer Out to Vehicle Fund 501 Police Foundation Outfitting Tahoes	E	\$ 30,499		\$ 30,499
General Fund Expenditure Adjustment Total		\$ 1,045,059		\$ 1,045,059
Total Net Change to the General Fund		\$ (324,300)		

STREET FUND 101				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 10,000	\$ 10,000	
		\$ 10,000	\$ 10,000	
Employee Salaries Seasonal Salaries	E	\$ 25,000		\$ 25,000
Employee Benefits Seasonal Benefits	E	\$ 10,000		\$ 10,000
Roadside Maintenance (Tree Removal Contract)	E	\$ 60,000		\$ 60,000
Street Fund Expenditure Adjustment Total		\$ 95,000		\$ 95,000
Total Net Change to the Street Fund		\$ (85,000)		
TRANSPORTATION BENEFIT DISTRICT FUND 104				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
TBD Sales Tax .01%	R	\$ 87,000	\$ 87,000	
Investment Interest	R	\$ 15,000	\$ 15,000	
Transportation Benefit District Revenue Total		\$ 102,000	\$ 102,000	
	E	\$ -		\$ -
Transportation Benefit District Expenditure Total		\$ -		\$ -
Total Net Change to the Transportation Benefit District Fund		\$ 102,000		
CONTINGENCY FUND 102				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 45,000	\$ 45,000	
Contingency Fund Revenue Adjustment Total		\$ 45,000	\$ 45,000	\$ -
BUDGET STABILIZATION FUND 105				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 19,000	\$ 19,000	
Contingency Fund Revenue Adjustment Total		\$ 19,000	\$ 19,000	\$ -
STRATEGIC OPPORTUNITY FUND 106				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 80,000	\$ 80,000	
Recreation and Conservation Grant Reimbursement	R	\$ 1,350,000	\$ 1,350,000	
Transfer In from Capital Improvement Fund (301)	R	\$ 600,000	\$ 600,000	
Strategic Opportunity Revenue Total		\$ 2,030,000	\$ 2,030,000	
Lakefront Park Property Development	E	\$ 870,000		\$ 870,000
IF Loan Sewer Capital		\$ 877,206		\$ 877,206
Strategic Opportunity Expenditure Total		\$ 1,747,206		\$ 1,747,206
Total Net Change to the Strategic Opportunity Fund		\$ 282,794		



ARPA FUND 107				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
	R	\$ -	\$ -	
ARPA Fund Revenue Adjustment Total		\$ -	\$ -	
Lost Revenue General Governmental Services, Municode, Pub Safety	E	\$ 1,332,993		\$ 1,332,993
ARPA Management, RCR, & Auditing Services: Tran to General Fund	E	\$ -		\$ -
Lost Rev. General Governmental Services: Surface Water Master Plan	E	\$ 200,000		\$ 200,000
Lost Revenue Surface Water Material Cover Bins	E	\$ -		\$ -
ARPA Fund Expenditure Adjustment Total		\$ 1,532,993		\$ 1,532,993
Total Net Change to the ARPA Fund		\$ (1,532,993)		
CAPITAL IMPROVEMENT FUND 301				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Interest Investment	R	\$ 35,000	\$ 35,000	
Capital Improvement Fund Revenue Adjustment Total		\$ 35,000	\$ 35,000	\$ -
Transfer Out to Strategic Opportunity Fund 106	E	\$ 600,000		\$ 600,000
Capital Improvement Fund Expenditure Adjustment Total		\$ 600,000	\$ -	\$ 600,000
Total Net Change to the Transportation Benefit District Fund		\$ (565,000)		
TRANSPORTATION CAPITAL FUND 302				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 70,000	\$ 70,000	
Transportation Capital Fund Adjustment Total		\$ 70,000	\$ 70,000	
Safe Streets - Early Action: Traffic Improvements & Studies	E	\$ 110,000		\$ 110,000
Transportation Capital Fund Revenue Adjustment Total		\$ 110,000		\$ 110,000
Total Net Change to the Transportation Capital Fund		\$ (40,000)		
SEWER UTILITY FUND 401				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Sewer Utility Serv Charge - Utility Tax	R	\$ 50,000	\$ 50,000	
Investment Interest	R	\$ 21,000	\$ 21,000	
Sewer Utility Fund Revenue Adjustment Total		\$ 71,000	\$ 71,000	
Employee Salaries	E	\$ 15,000		\$ 15,000
Employee Benefits	E	\$ 6,000		\$ 6,000
Sewer Utility Tax	E	\$ 50,000		\$ 50,000
Sewer Utility Fund Expenditure Adjustment Total		\$ 71,000		\$ 71,000
Total Net Change to the Sewer Utility Fund		\$ -		

**SURFACE WATER UTILITY FUND 403**

<u>Title</u>		<u>2023-2024</u>		<u>Total</u>
		<u>Budget Amount</u>	<u>Total Revenue</u>	<u>Expenditure</u>
Surface Water Serv Charge- Utility Tax	R	\$ 40,000	\$ 40,000	
Transfer In from ARPA Fund for SW Master Plan Orig Budget	R	\$ 200,000	\$ 200,000	
Investment Interest	R	\$ 20,000	\$ 20,000	
		<u>\$ 260,000</u>	<u>\$ 260,000</u>	
Employee Salaries	E	\$ 35,000		\$ 35,000
Employee Benefits	E	\$ 14,000		\$ 14,000
Surface Water Maintenance (Tree Removal Contract)	E	\$ 10,000		\$ 10,000
Surface Water Utility Tax	E	\$ 40,000		\$ 40,000
System Maintenance & Operations	E	\$ 50,000		\$ 50,000
Surface Water Master Plan	E	\$ 200,000		\$ 200,000
Surface Water Utility Fund Revenue Adjustment Total		<u>\$ 349,000</u>		<u>\$ 349,000</u>
Total Net Change to the Surface Water Utility Fund		(89,000)		

**SURFACE WATER CAPITAL FUND 404**

<u>Title</u>		<u>2023-2024</u>		<u>Total</u>
		<u>Budget Amount</u>	<u>Total Revenue</u>	<u>Expenditure</u>
Investment Interest	R	\$ 15,000	\$ 15,000	
Surface Water Capital Revenue Adjustment Total		<u>\$ 15,000</u>	<u>\$ 15,000</u>	
35th Ave Drainage - Design	E	\$ 136,000		\$ 136,000
35th Ave Drainage - Construction	E	\$ 424,000		\$ 424,000
28th Ave Culvert Repair Design	E	\$ 30,000		\$ 30,000
28th Ave Culvert Repair Construction	E	\$ 125,000		\$ 125,000
Surface Water Capital Fund Expenditure Adjustment Total		<u>\$ 715,000</u>		<u>\$ 715,000</u>
Total Net Change to the Surface Water Capital Fund		(700,000)		

**VEHICLE & EQUIPMENT REPLACEMENT FUND 501**

<u>Title</u>		<u>2023-2024</u>		<u>Total</u>
		<u>Budget Amount</u>	<u>Total Revenue</u>	<u>Expenditure</u>
Transfer In from General Fund Police Foundation Donation	R	\$ 30,499	\$ 30,499	
Investment Interest	R	\$ 15,000	\$ 15,000	
Vehicle and Equipment Revenue Adjustment Total		<u>\$ 45,499</u>	<u>\$ 45,499</u>	
Police Vehicle Replacement: Tahoe Outfitting	E	\$ 30,499		\$ 30,499
Public Works Contract Fund Expenditure Adjustment Total		<u>\$ 30,499</u>		<u>\$ 30,499</u>
Total Net Change to the Vehicle & Equipment Fund		\$ 15,000		

Please see the table below that shows allocation changes by fund.

Fund No.	Fund Name	Actual Beginning Fund	2023-2023 Adopted/Amended		2023-2024 Proposed Budget Amendment		Projected Ending Fund
			Revenue	Expenditure	Revenue	Expenditure	
001	General Fund	7,879,903	23,335,544	24,883,794	24,056,303	25,928,853	6,007,353
101	Street Fund	766,207	1,660,000	1,643,353	1,670,000	1,738,353	697,854
102	Council Contingency Fund	742,970	10,000	-	55,000	-	797,970
104	Transportation Benefit District	689,364	1,149,500	804,686	1,251,500	804,686	1,136,178
105	Budget Stabilization Fund	323,554	2,000	-	21,000	-	344,554
106	Strategic Opportunity Fund	756,196	730,000	362,000	2,760,000	2,109,206	1,406,990
107	ARPA Fiscal Recovery Fund	2,724,742	-	1,230,000	-	2,724,742	-
301	Capital Improvement Fund	1,833,074	1,244,500	309,000	1,279,500	909,000	2,203,574
302	Transportation Capital Fund	2,370,096	5,281,805	6,583,273	5,351,805	6,693,273	1,028,628
303	Facilities Maintenance Fund	958,019	354,500	685,500	354,500	685,500	627,019
401	Sewer Utility Fund	932,732	7,789,788	7,789,400	7,860,788	7,860,400	933,120
402	Sewer Capital Fund	2,725,903	404,000	-	404,000	-	3,129,903
403	Surface Water Utility Fund	1,249,247	3,263,981	3,374,153	3,523,981	3,723,153	1,050,075
404	Surface Water Capital Fund	1,394,820	995,000	1,636,000	1,010,000	2,351,000	53,820
406	Sewer Bond Reserve	108,291	2,000	-	2,000	-	110,291
407	PW Trust Fund Repayment Fund	647,195	495,500	488,004	495,500	488,004	654,691
501	Replacement Fund	779,264	1,303,170	577,300	1,348,669	607,799	1,520,134
502	Information Technology Fund	150,000	309,154	336,533	309,154	336,533	122,621

## Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>Adopt budget amendment ordinance</li> </ul>	Aligning the budget to reflect additional revenues and expenditures
<ul style="list-style-type: none"> <li>Do not adopt budget amendment ordinance</li> </ul>	Keep the budget appropriations as currently adopted and not align the budget numbers to reflect the current financial allocations.

## Staff Recommendation

Adopt Ordinance 24-1294/Amending budget ordinance 23-1281.



**ORDINANCE NO. 24-1294****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE ADOPTED BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2023-2024, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

---

**WHEREAS**, State law, Chapter 35A.34 RCW provides for the biennial adoption of the City of Lake Forest Park's budget and provides procedures for the filing of the proposed budget, deliberations, public hearings, and final fixing of the budget; and

**WHEREAS**, a budget for fiscal years 2023-2024 was adopted by Ordinance No. 1256 and subsequently amended by various ordinances; and

**WHEREAS**, the budget maintains levels of service for most City services and makes strategic investments in areas aligned with the City Council's strategic plan goal areas; and

**WHEREAS**, the City is required by Chapter 35A.34. RCW to review all revenues and expenditures for each fund in the adopted budget; and

**WHEREAS**, the budget for fiscal years 2023-2024 is being amended for the mid-biennial budget adjustment; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. AMENDMENT. The 2023-2024 budget is hereby amended as follows:

Fund No.	Fund Name	Actual Beginning Fund	2023-2023 Adopted/Amended		2023-2024 Proposed Budget Amendment		Projected Ending Fund
			Revenue	Expenditure	Revenue	Expenditure	
001	General Fund	7,879,903	23,335,544	24,883,794	24,056,303	25,928,853	6,007,353
101	Street Fund	766,207	1,660,000	1,643,353	1,670,000	1,738,353	697,854
102	Council Contingency Fund	742,970	10,000	-	55,000	-	797,970
104	Transportation Benefit District	689,364	1,149,500	804,686	1,251,500	804,686	1,136,178
105	Budget Stabilization Fund	323,554	2,000	-	21,000	-	344,554
106	Strategic Opportunity Fund	756,196	730,000	362,000	2,760,000	2,109,206	1,406,990
107	ARPA Fiscal Recovery Fund	2,724,742	-	1,230,000	-	2,724,742	-
301	Capital Improvement Fund	1,833,074	1,244,500	309,000	1,279,500	909,000	2,203,574
302	Transportation Capital Fund	2,370,096	5,281,805	6,583,273	5,351,805	6,693,273	1,028,628
303	Facilities Maintenance Fund	958,019	354,500	685,500	354,500	685,500	627,019
401	Sewer Utility Fund	932,732	7,789,788	7,789,400	7,860,788	7,860,400	933,120
402	Sewer Capital Fund	2,725,903	404,000	-	404,000	-	3,129,903
403	Surface Water Utility Fund	1,249,247	3,263,981	3,374,153	3,523,981	3,723,153	1,050,075
404	Surface Water Capital Fund	1,394,820	995,000	1,636,000	1,010,000	2,351,000	53,820
406	Sewer Bond Reserve	108,291	2,000	-	2,000	-	110,291
407	PW Trust Fund Repayment Fund	647,195	495,500	488,004	495,500	488,004	654,691
501	Replacement Fund	779,264	1,303,170	577,300	1,348,669	607,799	1,520,134
502	Information Technology Fund	150,000	309,154	336,533	309,154	336,533	122,621

**Section 2. AMENDMENT.** The 2024 Amended Budgeted Positions and Salary Schedule and full-time employee authorization are attached as Exhibit A.

**Section 3. SEVERABILITY.** Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 4. CORRECTIONS.** The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 5. EFFECTIVE DATE.** This ordinance shall take effect five (5) days after passage and publication.

**APPROVED BY A MAJORITY** of the Lake Forest Park City Council this \_\_\_\_ day of July, 2024.

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matt McLean  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Adams Pratt  
City Attorney

Introduced: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_



## 2024 Amended Budgeted Positions and Salary Schedule

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Legislative</b>							
Councilmembers	7						600
<b>Executive</b>							
Mayor	0.5						3,000.00
City Administrator	1						17,344.19
Human Resources Director	1	10,015.17	10,682.83	11,350.45	12,018.18	12,685.88	13,353.56
	<b>2.5</b>						
<b>Judicial</b>							
Municipal Court Judge	0.6						10,349.40
Court Administrator	1	7,165.84	7,643.65	8,121.46	8,599.26	9,077.06	9,554.90
Court Clerk	2.5	4,508.51	4,809.72	5,109.00	5,410.21	5,709.49	6,010.70
Probation Officer	0.2	5,751.97	6,136.20	6,520.44	6,902.75	7,286.98	7,669.38
Pro-tem Judges		\$65 per hour					
	<b>4.3</b>						
<b>Municipal Services Dept.</b>							
City Clerk	1	7,219.36	7,699.71	8,181.34	8,663.15	9,144.60	9,624.96
Deputy City Clerk	1	5,852.37	6,242.40	6,634.36	7,024.39	7,414.42	7,804.45
<del>Deputy City Clerk</del>	<del>1</del>	<del>5,682.94</del>	<del>6,061.61</del>	<del>6,442.16</del>	<del>6,820.82</del>	<del>7,199.49</del>	<del>7,578.16</del>
Records Mgmt. & Office Support	0.85	5,356.69	5,711.80	6,070.44	6,426.14	6,784.19	7,139.89
Receptionist / Office Clerk	1	5,231.97	5,583.46	5,932.58	6,279.32	6,628.43	6,977.55
Passport Clerk	1	4,266.69	4,549.98	4,833.27	5,118.73	5,404.18	5,687.12
	<b>4.85</b>						
<b>Finance/Info. Systems Dept</b>							
Finance Director	1	10,939.35	11,668.54	12,397.87	13,127.20	13,856.51	14,584.66
Accounting Supervisor	1	7,551.17	8,054.63	8,558.05	9,061.46	9,564.88	10,068.29
Finance Specialist	2	5,204.07	5,551.62	5,897.33	6,244.88	6,592.43	6,939.98
Information System Manager	1	8,443.38	9,006.22	9,569.16	10,132.08	10,694.93	11,257.86
Accounting Clerk	0.6	4,650.69	4,961.95	5,271.19	5,582.44	5,891.68	6,200.92
	<b>5.6</b>						
<b>Community Development</b>							
Community Development Director	1	10,724.07	11,438.72	12,153.37	12,869.47	13,584.11	14,298.76
Senior Planner	1	7,371.48	7,863.18	8,352.83	8,846.60	9,336.24	9,827.95
Assistant Planner	1	5,477.98	5,842.91	6,207.84	6,572.77	6,937.69	7,302.62
Urban Forest Planner	0.75	6,889.23	7,348.77	7,806.38	8,267.85	8,725.46	9,185.00
	<b>3.75</b>						
<b>Building</b>							
Building Official	1	8,204.03	8,750.94	9,297.88	9,844.81	10,391.75	10,938.68
Permit Technician	0.8	5,218.73	5,566.50	5,914.27	6,262.05	6,609.82	6,957.59
Permit Coordinator	0	4,722.83	5,037.56	5,352.28	5,667.01	5,981.74	6,296.46
	<b>1.8</b>						
<b>Emergency Management</b>							
Emergency Manager	1	8,319.05	8,545.93	8,772.81	8,999.70	9,226.58	10,463.08
	<b>1</b>						
<b>Police Department</b>							
Police Chief	1						15,894.67
Lieutenant	2	8,565.68	9,137.88	9,707.75	10,278.74	10,849.82	12,255.07
Sergeant 2	4						9,759.35
Sergeant 1	0						9,272.39
Police Officer	9	6,601.32	7,123.68	7,690.68	8,248.85		
Limited Term Police Officer	3	6,601.32	7,123.68	7,690.68	8,248.85		
Detective	2	7,261.56	7,836.04	8,459.74	9,073.84		
Traffic	1	6,931.44	7,479.86	8,075.21	8,661.34		
K-9	1	6,931.44	7,479.86	8,075.21	8,661.34		
Support Services Officer	1	5,245.56	5,620.97	5,994.14	6,378.45		
Records Specialist	2	5,061.77	5,241.20	5,421.57	5,598.69	5,776.92	5,957.38
Domestic Violence Advocate	0.35	5,961.66	6,360.18	6,756.39	7,154.91	7,551.12	7,949.65
	<b>26.35</b>						

### Public Works Department

Public Works Director	1	11,773.55	12,126.02	12,884.91	13,642.33	14,399.60	15,158.64
Senior Project Manager	1	8,212.18	8,663.27	9,204.59	9,746.35	10,288.02	10,829.66
Project Manager	1	7,121.49	7,594.60	8,069.78	8,544.96	9,020.14	9,493.26
Public Works Superintendent	1	6,540.70	6,977.54	7,413.06	7,848.58	8,285.42	9,418.61
Environmental & Sustainability Specialist	1	6,214.61	6,628.89	7,043.70	7,458.83	7,871.45	8,286.17
PW Admin. Assistant	0.5	5,231.18	5,579.35	5,927.52	6,275.69	6,623.86	6,972.02
Lead Maintenance Worker	2	6,450.03	6,677.67	6,905.34	7,132.97	7,360.63	7,588.28
Maintenance Worker	4	6,000.04	6,211.80	6,423.57	6,635.31	6,847.09	7,058.87
Seasonal Maintenance Worker	1						31.13
	<b>12.5</b>						
<b>Total Positions in Budget</b>	<b>62.65</b>						



# CITY OF LAKE FOREST PARK

## CITY COUNCIL

### AGENDA COVER SHEET

**Meeting Date** June 13, 2024

**Originating Department** Community Development Department

**Contact Person** Mark Hofman, AICP, Community Development Director

**Title** Ordinance 24-1295/Amending Chapter 18.52 of the Lake Forest Park Municipal Code, Signage, to bring the Sign Code into compliance with recent legal decisions

#### Legislative History

- First Presentation December 14, 2023, Regular City Council Meeting
- Reintroduction (New CD Director) April 22, 2024, Committee of the Whole
- Return Reintroduction Materials June 13, 2024, Regular City Council Meeting

#### Attachments:

1. Draft amendments to Chapter 18.52, Signage, of the Lake Forest Park Municipal Code (All amendments are in red font with additions underlined and deletions in strikeout format. Unchanged code text remains in black font).
2. Current adopted Chapter 18.52 of the Lake Forest Park Municipal Code.
3. Draft ordinance.

#### Executive Summary

The Planning Commission completed a review and amendments to the city's adopted sign code, held a public hearing, and forwarded a recommendation in 2023 to the City Council. Changes generally include those to definitions, clarification of Illegal signs, exemptions from permitting, new provisions for temporary signs, the addition of exterior signage for businesses located interior to the Town Center, and the addition of signs allowed in Southern Gateway zones.

The draft recommended amendments/additions were introduced to the City Council at the regular meeting of December 14, 2023. The continuing effort at Council was then temporarily put on hold until a new community development director came on board at the city and had time to familiarize with the background materials and process. The Community Development Director joined the city in January



2024 and reintroduced the recommended amendments at City Council on April 22, 2024, to continue the review process.

The materials included in the Council meeting packet for December 14, 2023, and April 22, 2024, included some text issues of several instances of multiple sentences overwritten each other. Because it was therefore not entirely clear what each and every included amendment and addition was contained in the Commission's recommendation, the materials from Planning Commission were corrected and verified. Materials are now corrected and returned as a replacement step at City Council.

The Community Development Director has now reviewed the updated materials and prior meetings/discussions on the update effort. The Director will be able to receive and respond to several past questions and comments from the Council's December 14, 2023, discussion, as well as any new/additional feedback and questions from the Council or public.

At the point during City Council review where no additional substantive changes are anticipated, planning staff will begin the environmental (SEPA) review and submit the proposed code amendments to the Department of Commerce for their required review. Both processes must be completed prior to the City Council's adoption of any proposed code.

### **Background**

The Planning Commission's review of the sign code was done with the limits imposed by Courts in mind. The U.S. Supreme Court in *Reed v. Gilbert*, held that regulating signs based on their content, in most cases, is an unconstitutional violation of the First Amendment right to free speech. The U.S. Ninth Circuit Court of Appeals, of which Washington is a part, held that the *Reed* decision only applies to non-commercial signs. Non-commercial signs that regulate the content of a sign will be subject to "strict scrutiny" when determining whether they violate the First Amendment right to free speech. When regulating signs that are off-premises (not on the premises they convey information about), the U.S. Supreme Court in *City of Austin v. Reagan National Advertising*, held that a city's regulation of off-premises signs is facially content neutral because the message on the sign is only relevant because it tells the reader about location. Neutral reading of sign for location will pass the Constitutional test.

### **Fiscal & Policy Implications**

Fiscal impacts are minor, related to staff time and the costs of codifying the updated code. By adopting the proposed amendments, the city's sign code will be in compliance with case law.

### **Staff Recommendation**

Review the draft code forwarded by the Planning Commission and provide staff with feedback and direction.

## Chapter 18.52

### SIGNAGE

#### Sections:

- 18.52.010 Purpose.
- 18.52.020 Definitions.
- 18.52.030 ~~Prohibited~~ Legal signs and removal.
- 18.52.040 Exemptions from permitting.
- 18.52.045 Temporary signs.
- 18.52.050 Signs in RM and RS zones.
- 18.52.060 Signs permitted in CC and BN zones.
- 18.52.070 Signs permitted in TC zones.
- 18.52.075 Signs in Southern Gateway zones.
- 18.52.080 Signs in the public right-of-way.
- 18.52.090 Permit application and fees.
- 18.52.100 ~~Enforcement~~ Violations.

#### 18.52.010 Purpose.

The purpose of this chapter is to provide regulation of all signage in Lake Forest Park in order to promote and protect the public health, welfare and safety, to protect and promote property values, to protect and promote an aesthetically pleasing physical appearance of the city, to provide for more open space, to protect and promote an attractive business climate in the city and to provide uniformity of appearance in signage and in regulation of signage where appropriate. It is further intended to reduce sign and advertising obstructions and distractions that may contribute to traffic accidents, to reduce visual clutter and to curb the deterioration of natural beauty and community environment.

#### 18.52.020 Definitions.

For purposes of this chapter, the definitions of words and terms shall be as provided in this title, this chapter and as defined in the International Building Code, current edition, as adopted by the state of Washington.

~~A. “Celebration displays” are temporary signs, banners, posters, fluttering devices, balloons, and pennants used solely for the purpose of announcing the opening of a new business, celebration of business anniversaries or announcing major sales. No balloon may exceed three cubic feet. No celebration shall commence prior to the start of the celebration. The notice shall specify the first and last days of the celebration.~~

~~A.B. “Animated sign” means any sign, or any portion of the sign, affected by the movement of air or other atmospheric or mechanical means, or that uses natural or artificial changes of lighting, to depict action or create a special effect or scene. Animated signs include, but are not limited to, flashing signs, inflatable signs, rotating signs, pennants, streamers, balloons, searchlights, spinners, and propellers.~~

~~B. “Awning or canopy sign” means a nonelectric sign that is printed on, painted on, or attached to the vertical surface or flap of an awning or canopy.~~

~~C. “Banner” means a sign composed of flexible material, such as fabric, pliable plastic, or other similar nonrigid material, with no enclosing framework or electrical components and that is supported or anchored on two or more edges or at all four corners, or along either one edge or two corners with weights installed that reduce the reaction of the sign to wind.~~

~~D.B. “Changing message signs” are signs in which a change of message is made by means of moving or digitally changing monochromatic letters, or numbers, or a combinations thereof. Moving or digitally changing the letters or~~

~~numbers does not make the sign an “animated sign”. , such as clocks and electronic signs indicating time, date and temperature. No messages other than date, time and/or temperature are permitted on changing message signs.~~

~~E.C.~~ “Construction signs” are nonilluminated signs which identify the architects, engineers, planners, contractors or other professional individuals or firms involved with a construction or remodel project or which announce the character or purpose of a project but which do not advertise any product.

~~F.~~ “Copy” means the graphic content of a sign surface, including, but not limited to, graphics, letters, numbers, figures, symbols, and trademarks.

~~G.~~ “Exterior signs” means a wall sign, an awning sign or marquee sign, all of which have copy showing on only one side of the sign.

~~H.~~ “Electronic video signs” are signs that contain electronic video displays similar to or otherwise depicting a television screen.

~~I.D.~~ “Freestanding sign” means a sign standing directly on the ground or having one or more supports standing directly on the ground, and being detached from any building or fence.

~~J.~~ “Illuminated sign” means a sign with an artificial light source incorporated internally or externally for illuminating the sign.

~~E.~~ “Incidental signs” are signs of a noncommercial nature, without advertising, intended primarily for the convenience of the public, that do not exceed a maximum area of two square feet. Incidental signs include:

- ~~1. Nonflashing signs designating street addresses, restrooms, hours of operation, entrances and exits to buildings and parking lots, help wanted signs, bus stop and bus route signs, public telephones and the like;~~
- ~~2. Property control signs such as “no trespassing” signs, “no soliciting” signs, towing signs, “no dumping” signs and the like;~~
- ~~3. Plaques, tablets or inscriptions of an historical character which are an integral part of a building or are attached flat to the face of a building, walkway or street;~~
- ~~4. Newspaper boxes attached to mailbox posts which include the name of the newspaper; and~~
- ~~5. Temporary signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.~~

~~A maximum of two incidental signs per business can include the names and/or logo of the business. Political signs and commercial signs such as yard sale signs, real estate signs and the like are subject to the specific provisions of this chapter relating to them.~~

~~K.F.~~ “Land use notice action signs” are signs notifying the public of proposed site alterations and which are required to be posted.

~~L.~~ “Lawn sign” means a freestanding sign made of lightweight materials such as cardboard or vinyl that is supported by a frame, pole, or other support structure placed directly in the ground without foundation or other anchors.

~~M.~~ “Marquee sign” means any sign attached to or supported by a marquee, which is a permanent roof-like projecting structure attached to a building.

~~N.~~ “Monument sign” means a freestanding sign having the appearance of a solid base that is 100 percent or greater of the sign face width, made of landscape construction materials such as brick, stucco, stonework, textured wood, tile, or textured concrete, which are harmonious with the materials of the primary structure on the subject property.



~~G. “Noncommercial identity signs” are signs which identify the city, parks, public utility or service districts, places of worship, schools, community recreational clubs and areas and residential communities within the city or provide public service, location or educational information. Identity signs may not be directly illuminated but may have indirect illumination on them. A noncommercial identity sign may not exceed 32 square feet per side or have balloons, flags, festoons, pennants or the like attached. Such signs must be placed upon the property which they identify except as provided in LFPMC 18.52.040(A).~~

~~O.H.~~ “Off-premises signs” are any permanent sign, such as a billboard, pedestal, pole, monument, or marquee sign which displays a message which is not incidental to the current use of the property on which it is located.

~~I. “Open house signs” are signs of an A frame or sandwich type construction, which may include a real estate company’s name and logo and the words “open house” and having a directional symbol, not exceeding six square feet in size.~~

~~P. “Pedestal sign” means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases shall be of a width equal to or greater than 50 percent of the sign width.~~

~~Q. “Pole or pylon signs” means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases are less than 50 percent of the sign width.~~

~~J. “Political signs” are signs which advertise or promote a political candidate(s) for public elective office, promote a political party, or promote a position on a public issue or ballot issue. A sign which advertises or promotes a negative position of a political candidate, political party or public issue or ballot issue is a political sign.~~

~~K. “Real estate signs” are temporary signs not to exceed six square feet per side, which may be one or two sided, advertising the real estate upon which it is located, or a portion thereof, for sale, lease or rent.~~

~~R. “Right-of-way” means land owned, dedicated, or conveyed to the public and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, and land privately owned and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, so long as such privately owned land has been constructed in compliance with all applicable laws and standards for a public right-of-way.~~

~~S.I.~~ “Sandwich board signs” are temporary advertising signs constructed of two boards or other flat-surfaced materials hinged or otherwise connected at one end (i.e., A-frame) which may not exceed six (6) 42 square feet per side and may not exceed four feet in height. Balloons, flags, festoons, pennants, and the like may not be attached to any sandwich board sign. Sandwich board signs must be placed on the ground; they cannot be elevated or suspended above the ground.

~~M. “Seasonal signs” means reasonable seasonal decorations of a noncommercial nature within an appropriate holiday season or during a festival as long as such seasonal signs are removed promptly at the end of the holiday season or festival.~~

~~T.N.~~ “Sign area” means the entire area of a sign on which copy is placed, excluding the sign’s structure, architectural embellishments, and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the sign face containing copy; provided however, for letters or symbols painted or mounted directly on walls and awnings, sign area shall be calculated by measuring the smallest single rectangle which will enclose the combined letters and symbols. If a design or pattern is combined with a sign, only that part of the design or pattern which cannot be distinguished from the sign will be considered as part of the sign area. Sign area for freestanding signs and signs contained entirely within a cabinet and mounted on a wall, roof or monument shall be calculated by measuring the entire area of the cabinet. When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.

~~U.Q.~~ “Sign height” means the vertical distance, from the average level of the undisturbed soil at the base of the sign, measured to the highest point of the sign.

~~V.P.~~ “Signs” are any visible communication device, structure or fixture, stationary or mobile, including supporting and component parts, designed to announce, declare, demonstrate, display, or otherwise identify, advertise, or attract the attention of the public which are visible from any right-of-way, using graphics, letters, figures, symbols, trademarks, pennants, moving or fluttering devices, including balloons, or written copy. Flags, pPainted wall designs, or patterns which do not represent a product, commodity, service or registered trademark, and which do not identify the user, are not signs. Official notices and informational materials erected and maintained in the discharge of a governmental function are not considered signs for the purposes of this chapter. When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports. A memorial plaque or tablet, or cornerstones indicating the name of a building and date of construction, when cut or carved into any masonry surface or when made of bronze or other incombustible material and made an integral part of the building or structure are not considered signs for purposes of this chapter.

~~Q.~~ “Special event signs” are signs advertising the occurrence of a community event such as a school bazaar, fundraising car wash, community picnic, etc. There are no size limitations on special event signs. Yard sale signs are not special event signs.

~~W.R.~~ “Street light banner” is a sign that is made of nonrigid material secured in a rigid frame on all four corners which is placed upon or attached to a street light pole or utility pole in a manner that does not create a traffic or other safety hazard.

~~X.~~ “Temporary signs” means a sign that is not permanently affixed and that is designed for or capable of being moved, except those signs explicitly designed for people to carry on their persons or that are permanently affixed to motor vehicles. Temporary signs include, but are not limited to, sandwich board signs, lawn signs, and similar signs.

~~Y.~~ “Wall sign” means a sign applied with paint or similar substance on the surface of a wall, a sign attached essentially parallel to and extending not more than 12 inches from the wall of a building, or a sign attached to a roof gable of a building.

~~S.~~ “Yard sale signs” are any signs which may not exceed six square feet on each of two sides of a temporary nature advertising a garage or yard sale of personal belongings. Home occupations permitted by this title may not utilize yard sale signs to advertise, promote or sell their goods or services.

~~Z.~~ “Window signs” mean all signs located inside and affixed to a window and intended to be viewed from the exterior of the structure.

\*Code reviser’s note: Section 2 of Ord. 935 provides as follows: “Sections 18.52.020(R), 18.52.070(K) and 18.52.070(L) shall be repealed effective midnight, December 31, 2007.”

### **18.52.030 Prohibited ~~Illegal~~ signs and removal.**

~~A. General prohibition.~~ Any sign not expressly provided for in this chapter shall be ~~prohibited illegal~~. All ~~prohibited illegal~~ signs must be removed by the person or entity placing them or by the person, business or entity benefited by the ~~prohibited illegal~~ sign. Said persons or entities are also subject to enforcement proceedings under LFPMC 18.52.100. However, The city of Lake Forest Park may remove any ~~prohibited illegal~~ sign within the right of way its jurisdiction. Signs so removed may be released to the sign owner or other responsible person upon payment of a \$25.00 removal fee. Removed signs which are unclaimed after 30 days may be destroyed by the city. Removal of a ~~prohibited illegal~~ sign by the city does not relieve the person responsible for paying accrued fines under LFPMC 18.52.100,therefor.

~~B. Specific prohibitions.~~ Unless otherwise provided for in this chapter, no person shall erect, alter, maintain, or relocate any of the following signs in the City:

1. Any animated sign as defined in LFPMC 18.52.020.
2. Any electronic video signs as defined in LFPMC 18.52.020.

3. Any signs that emit smoke, visible particles, odors, and/or sound, except that sound from speakers in signs on the premises of a drive-through facility shall be allowed.
4. Any sign that is dangerous or confusing to motorists and pedestrians, including any sign that by its color, wording, design, location, or illumination resembles or conflicts with any official traffic control device or that otherwise impedes the safe and efficient flow of traffic.
5. No sign may impede free ingress and egress from any sidewalk, pedestrian walkway, door, window, or exit way required by building and fire regulations.
6. Portable signs on wheels (trailer signs) and outdoor electric portable signs.
7. Signs within public property, public easements or structures, including, but not limited to, medians, roundabouts, sidewalks, utility poles and cabinets, street light poles, traffic poles and signals, and street trees, except as allowed pursuant to LFPMC 18.52.080.
8. Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of serving as a sign not otherwise allowed by this chapter.
9. Signs erected, constructed, or structurally altered that are required to have a permit for such action and that were erected, constructed, or altered without obtaining a permit for such action.
10. Off-premises signs.

**18.52.040 Exemptions from permitting.**

A. The following signs and sign related activities are exempt from obtaining a permit pursuant to LFPMC 18.52.090, except as set forth in LFPMC 18.52.050, and except for signs in the right of way, exempt from regulation:

1. Changes to the copy of changeable message signs, provided such changes do not change the material or appearance of the sign as originally permitted by the city.
2. The normal repair and maintenance of conforming or legal nonconforming signs.
3. Temporary signs with a sign area no greater than three square feet in area per side and no more than four feet in height that remain on the premises for less than 90 days in a one-year period.
4. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to LFPMC 18.52.030.

~~A. Incidental signs and noncommercial identity signs; provided, that noncommercial identity signs which identify the city or its public parks may be placed in the public right of way.~~

~~B. Political signs in all zones except public rights of way; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided; and provided further, that political signs advertising or promoting a political party must be removed within five days after each general election.~~

~~C. Seasonal signs.~~

~~D. Construction signs; provided, that there may not be more than one construction sign on each public right of way upon which the project fronts and not more than two construction signs in total; and provided further, that no construction sign shall exceed 12 square feet in area per side and not more than six feet in height. All construction signs must be removed within one day of initial occupancy or one day of completion of the project; whichever is the last to occur.~~

~~E. Land use action notice signs.~~

~~F. Exterior and interior signs or displays not intended to be visible from streets or public rights-of-way, signs in the interior of a building not facing a window, window displays and point of purchase advertising displays such as vending machines.~~

~~G. Sculptures, fountains, benches, lighting, mosaics, landscaping and other street furniture which do not incorporate advertising or identification.~~

~~H. Poles erected for the purpose of displaying patriotic flags and such flags.~~

~~I. Real estate and open house signs on private property; provided, that there may not be more than one real estate sign and one open house sign on each public right-of-way upon which the property fronts and not more than two real estate signs and two open house signs on such property in total; and provided further, that no real estate sign or open house sign shall exceed six square feet in area per side and not more than six feet in height in RM and RS zones and 16 square feet in area per side and not more than six feet in height in CC, BN and TC zones; and provided further, that all real estate signs must be removed within five days of the property being closed, leased or rented, as the case may be, and all open house signs must be removed by 7:00 p.m. of the last day that the property is being shown.~~

~~J. Traffic and pedestrian signs and signals, signs required by law, street and governmental directional signs, official public notices and governmental flags. Other than as set forth, signs of governmental agencies and facilities, including the city of Lake Forest Park, shall comply with this chapter.~~

~~K. Service, fraternal, religious and similar organizations located in the city may erect signs at their cost at the entrances to the city as follows: there shall be one standard jointly shared by all such subject organizations no higher than 10 feet that shall carry all the signs for each subject organization at each principal arterial entrance, and each subject organization's sign, emblem or symbol shall be no more than two square feet per side in sign area. Placement of such standards must be approved in advance by the city's engineer and by the planning director.~~

#### **18.52.045 Temporary signs.**

The following provisions apply to all temporary signs displayed within the City, unless otherwise provided in this chapter:

A. Temporary signs must be placed totally within the site/property pursuant to the requirements of this chapter, except when allowed to be placed within the right-of-way under LFPMC 18.52.080.

B. Temporary signs may be made of any durable material, provided that the temporary sign otherwise conforms to the requirements of this chapter. A temporary sign may be of rigid or nonrigid construction.

C. Except as otherwise provided for in this chapter, temporary signs are prohibited from being in the following places:

1. On a roof of a building or structure.
2. On fences.
3. Any location so as to physically obstruct any door or exit from a building.
4. Any location so as to be hazardous to a motorist's or pedestrian's ingress and egress from buildings or parking areas.
5. In the sight-distance triangle, or in any other area which may obstruct the vision of motorists to create a safety hazard.

D Temporary signs shall not be directly or indirectly illuminated.

E. Temporary signs driven into the ground shall be clear of tree roots, irrigation lines and other underground structures that could be damaged.



F. Signs pertaining to an event, occasion, or similar occurrence with a beginning and/or ending date shall be removed within ten (10) calendar days after the ending date.

**18.52.050 Signs in RM and RS zones.**

In all Residential-multifamily and Residential single-family zones, the following sign regulations apply.

A. All residences shall display the postal address of that property. The display may be lighted but not flashing and shall be clearly visible from the public right-of-way. If the display is to be placed upon the residence, the numbers must be no less than four inches in height and of a contrasting color to the residence.

B. Temporary signs are allowed that meet the following criteria:

1. Signs no greater than three (3) square feet in area per side and no more than four (4) feet in height may remain on the premises indefinitely; there may be no more than five (5) such signs displayed on the premises at one time.

2. Signs larger than allowed in the preceding paragraph, but no greater than six (6) square feet in area per side and not more than four (4) feet in height may remain displayed on the premises for no more than thirty (30) calendar days in any (1) one- year period; and there may be no more than (1) one sign of this size on the premises at any one time.

~~B. Yard sale signs on private property; provided, that yard sale signs may only be erected one day prior to the first day of the sale and must be removed within 24 hours of the end of the last day of the sale; and provided further, that yard sale signs to be held on any property may not be posted for more than a total of six days per month.~~

C. No home occupation otherwise permitted by this title may erect or post any sign advertising or promoting that home occupation.

D. The following additional signs are permitted in the RM and RS zoned properties zones for nonresidential uses:

1. One exterior sign, lighted or unlighted, ~~nonflashing~~, on the ~~outside wall of the~~ main building, which shall ~~be flat against the wall and~~ have an area of not greater than forty (40) square feet.

2. ~~One A-monument, pole, or pedestal detached~~ sign, lighted or unlighted, ~~nonflashing~~, having an area not greater than thirty (30) square feet per side and a sign height of not more than six (6) feet on which both faces may be utilized. Such signs must be securely mounted on the ground on which they rest. On corner lots, one such sign may be placed facing each street.

3. One changing message sign that is included within one sign allowed by subsection D.1 or D.2 above.

~~E. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner), and off-premises signs are prohibited; provided, that such fluttering signs are permitted on temporary incidental signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.~~

~~F. Churches are permitted to attach readerboard signs to their outside walls and to place sandwichboard type signs on their property on days of service.~~

G. For any zone, the city shall determine the square footage of a sign that is painted on or attached directly to a wall, roof, monument, or support column by its sign area as defined herein. Where a sign is limited to square feet, on one or both sides, square footage shall be determined by sign area.

**18.52.060 Signs permitted in CC and BN zones.**

In Neighborhood Business (BN) and Corridor Commercial (CC) zones, the following sign regulations apply.

A. In BN zones, two ~~single-faced or one double-faced exterior signs are~~ is permitted, not to exceed a total of sixty (60) square feet per ~~sign-side, attached to the building wall and advertising the business conducted therein, or the goods and services available therein.~~

B. In the CC zone, for each street or parking lot on which a business fronts, ~~one exterior-a single-faced sign on the exterior wall, gable or awning fronting of for~~ that business is permitted. If the exterior sign is on the exterior wall, its size must be the lesser of: (1) 150 square feet per side; or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the CC zone are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign of not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

C. In both CC and BN zones, one ~~monument sign, pole sign or pedestal sign freestanding~~, single-faced or one double-faced sign not exceeding thirty (30) square feet in area per side and a sign height not exceeding twenty (20) feet is permitted, securely fastened to the ground.

D. In both CC and BN zones, one changing message sign is permitted that is included within one sign allowed by subsections A. and C. above.

E. In both CC and BN zones, ~~one temporary sandwich board signs~~ may be placed on the business' property that meet the following criteria: advertising special sale commodities or services and displayed only when the advertised business is open for business.

1. Size shall not exceed six square feet in area per side and not more than four feet in height;

2. Signs shall remain displayed on the premises for no more than 60 calendar days in a one-year period; and

3. No more than two such signs shall be displayed on the premises at any one time.

F. In both CC and BN zones, signs of any kind in windows viewable from any ~~public~~ right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays.~~

~~G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.~~

~~G.H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.~~

~~I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner) of a permanent nature are prohibited. However, in CC zones, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the business and must be removed at the end of the event or 14 consecutive day period, whichever is shorter.~~

~~J. Off-premises signs are prohibited.~~

#### **18.52.070 Signs permitted in TC zones.**

The ~~planned shopping center in the~~ TC zone is a unique and visible community resource ~~and structure~~. It is the city's desire that signs in the ~~planned shopping center in the~~ TC zone be aesthetically pleasing, architecturally cohesive ~~with the planned shopping center in the TC zone and with signs of other tenants in the planned shopping center in the TC zone~~, of superior construction, safe for both pedestrian and vehicular traffic and commercially reasonable.

A. In the TC zone, for each street or parking lot on which a business fronts, ~~one exterior a single-faced sign on the exterior wall, gable or awning~~ fronting ~~of~~ that business is permitted. If the exterior sign is on the exterior wall, its size must be the less of (1) 150 square feet per side or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the TC are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign or not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

B. For businesses that do not front on either a right-of-way or parking lot, one exterior sign per such business shall be allowed. If the exterior sign is on an exterior wall, its size must be seventy-five (75) square feet or less. If the exterior sign is on a gable or awning, its size must be less than forty (40) square feet.

~~C.B.~~ Each business in the TC zone may have nonilluminated projecting signs hanging from the soffits but each such sign must provide a minimum of seven feet of clearance from the underlying walkway to the bottom of the sign and no such sign may exceed five square feet per side.

~~D.C.~~ Each business in the TC zone may have a nonilluminated awning on which may be placed signs for that business so long as the total area of those signs does not exceed 45 percent of the facing of the awning.

~~E.D.~~ Signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays~~.

~~E.E.~~ A ~~planned~~ shopping center in the TC zone may display up to two freestanding ground signs, not in excess of 25 square feet in area per side, identifying the name of the shopping center but not the businesses located therein at Northeast 175th and Ballinger Way Northeast, plus one nonilluminated freestanding ground sign at or near Northeast 175th and Ballinger Way Northeast, not to exceed a sign height of 10 feet and 60 square feet in area per side identifying the businesses located therein, plus a single illuminated or nonilluminated freestanding sign at the main entrance off Bothell Way Northeast, not to exceed a sign height of 30 feet and not more than 300 square feet in area per side, which may include identities of one or more of the businesses located in the shopping center. Any nonilluminated sign permitted in this subsection may, notwithstanding the foregoing, be illuminated by one or more separate light(s) cast on it from the ground below. The ground signs shall be of a style, material and design as are compatible with the associated buildings. All ground signs and support elements are to be integrated into a single design.

~~G.F.~~ Entrances to buildings ~~in the planned shopping center~~ in the TC zone may have a changing message readerboard signs placed on the walls adjacent to the entrance wall or support columns not to exceed 13.5 square feet identifying only the businesses in that building. Such changing message Readerboard signs shall be limited to two per major public entrance.

H. Temporary signs that meet the following criteria are allowed on the premises:

1. A sign does not exceed six square feet in area per side and is not more than four feet in height;
2. Signs remain displayed on the premises for no more than 60 days in any one-year period;
3. Signs shall only be displayed during the hours the business is open to the general public, but in any event no earlier than dawn and no later than dusk;

4. One temporary sign is allowed per business at each vehicular entrance to the lot on which it is located, or if located in a shopping center, at each vehicular entrance to the shopping center;

5. One temporary sign is allowed per business at each pedestrian entrance adjacent to the right-of-way for the lot on which the business is located; or if located in a shopping center, at each pedestrian entrance adjacent to the right-of-way for the shopping center;

6. If the number of signs at a vehicular or pedestrian entrance is impeding free movement or causing a safety issue, the City may remove the problematic sign(s) without prior notice to the business owner.

~~G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.~~

~~I.H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.~~

~~I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities of a permanent nature) are prohibited. However, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the shopping center and must be removed at the end of the event or 14 consecutive day period, whichever is shorter.~~

~~J. Off premises signs are prohibited.~~

~~K. Temporary sandwich board signs relating to a farmer's market may be permitted for a period not to exceed the operation of the farmer's market, subject to the following requirements:~~

~~1. Signs shall only be displayed during the hours the farmer's market is open to the general public, but in any event no earlier than 8:00 a.m. or later than 7:00 p.m. on the day of the market;~~

~~2. A maximum of two signs are allowed at each vehicular entrance of the town center zone, not to exceed a total of seven; and one sign is allowed at the pedestrian entrance at the perimeter of the parking lot adjacent to Bothell Way Northeast and Ballinger Way Northeast;~~

~~3. Signs shall not be directly or indirectly illuminated;~~

~~4. Signs may not block sidewalks or driveways, impede pedestrian or vehicular traffic, or create a hazard to traffic, such as, but not limited to, impeding visibility of oncoming traffic.~~

~~J.L. Streetlight banners may be permitted upon the private light poles within the TC town center zone. Such streetlight banners may not be used to advertise individual businesses, but may be used year round to highlight seasonal events such a farmer's market, holiday seasons or other special events within the town center zone are~~ subject to compliance with the following requirements:

1. Banners may be mounted on a total of 25 streetlight poles;

2. Two banners may be mounted on each pole and each banner must not exceed the dimensions of two feet by four feet;

3. All banners must be the same size, thematically consistent, and mounted in identical configurations;

4. Banners shall be installed with the bottom of the banner a minimum of 10 feet above the ground;

5. A banner permit may remain valid as long as the locations and the specifications of the banners and the mounting systems do not change, and so long as the banners are maintained in good condition;



6. Application requirements for a banner permit include:

- a. Information on the design and construction of the mounting system including any engineering calculations demonstrating the mounting system will support the banner;
- b. Identification of the location of the private light poles on which the banners will be placed; and
- c. A schedule that indicates when banners will be installed and changed, ~~which gives preference to farmers' market banners during the farmers' market season.~~

**18.52.075 Signs in Southern Gateway zones.**

- A. Signs in the Southern Gateway – Single-Family Residential (SG-SFR) zone are governed by this chapter and specifically LFPMP 18.52.050 for RM and RS zones.
- B. Signs in the Southern Gateway-Corridor (SG-C) zone and Transition (SG-T) zone are governed by this chapter and specifically LFPMP 18.52.070 for the TC zone, as well as the Southern Gateway- corridor and transition zones design guidelines. In the event of a conflict, the design guidelines shall govern.

**18.52.080 Signs in the public right-of-way.**

~~A. The following signs are permitted in the public right-of-way in Lake Forest Park upon making application for a permit to the planning director; provided, that no sign in a public right of way shall create a traffic or other safety hazard; and temporary signs are permitted upon meeting the following conditions:~~

~~1. Signs shall not be placed in medians, traffic islands, roundabouts, or other areas within the roadway;~~

~~2. Signs shall not be placed on a sidewalk or obstruct pedestrian or wheelchair access to the sidewalk;~~

~~3. For rights-of-way that only have a shoulder and do not have a sidewalk, signs must be placed so that they do not interfere with pedestrian, wheelchair, and bicycle access, or in any other manner that is unsafe for all users;~~

~~4. Signs shall be placed entirely outside the sight distance triangle of a right-of-way corner, curb cut, or drive entrance, and where no curb exists, the sign must be placed outside the roadway at least five (5) feet from the edge of the roadway;~~

~~5. Signs shall remain unanchored in any way to trees or to public property including, but not limited to, utility or light poles, utility boxes, street signs, parking meters, fences, pavement, or similar;~~

~~6. No more than six (6) signs may be displayed city-wide in the right-of-way for the same event, occasion, or purpose, or by the same entity, at any one time;~~

~~7. A sign exempt from permitting by section 18.040 LFPMP because it is no greater than three (3) square feet in area per side and no more than four (4) feet in height shall be displayed for thirty (30) days or less in any one-year period, unless a permit is obtained;~~

~~8. A sign allowed by permit may not exceed six (6) square feet in area per side and not more than four (4) feet in height, and shall be displayed for sixty days (60) or less in any one-year period.~~

~~1. Special Event Signs. A maximum of four special event signs may be posted for a maximum of seven days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Special event signs must be removed within 24 hours of the termination of the special event.~~

~~B. The following signs are permitted in the public right of way in Lake Forest Park without a permit being required:~~

~~1. Yard Sale Signs. A maximum of two yard sale signs may be posted for a maximum of two days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Yard sale signs shall be removed within 24 hours of the termination of the yard sale.~~

~~2. Real Estate Open House Signs. A maximum of four open house signs per property advertised for a period not to exceed two consecutive days in a calendar month. Such open house signs shall be placed at least three feet from the traveled portion of the right of way, shall not be placed on an island, median strip or sidewalk, and shall not create a hazard to traffic. Open house signs shall be permitted to be in place only between the hours of 8:00 a.m. and 7:00 p.m.~~

~~3. Political Signs. Political signs; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided.~~

~~4. Churches may place sandwich type signs concerning their service on sidewalks on the days of their service.~~

~~C. Signs shall not be located in the right of way or placed upon or in any way attached to any street or traffic control sign or utility pole in such a manner as to create a traffic or other safety hazard.~~

~~B.D. Signs are not permitted on other city-owned property or property leased by the city for public purposes such as public parks, trails, open space, or other public space, except those signs placed by the City, which signs shall only display noncommercial copy without the permission of the city.~~

#### **18.52.090 Permit application and fees.**

~~A. Except as provided in this chapter, no person shall erect, alter, or relocate any sign without first receiving an approved sign permit from the City pursuant to the requirements herein. All applications for issuance of permits required by this chapter shall be made to the Community Development Department planning director on forms furnished for that purpose and shall be accompanied by the required fee. The applicable fee shall be as provided in the city's fee schedule. The application shall include the applicant's full name, address, signature, location of the signs, types of goods proposed to be sold if applicable, duration of sale if applicable, together with such other information as the planning director deems appropriate.~~

~~B. The review and approval of sign permits is a ministerial administrative decision pursuant to Chapter 16.26 LFPMC, as amended.~~

#### C. Application Form.

~~1. Owner permission. If the applicant is not the property owner, then the property owner must be identified and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign permit application and for the installation/posting of the sign on the property owner's property.~~

~~2. Building Elevation/Site Plan. Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the location of the sign and drawings or photographs that show the scale of the sign in context with the building. Freestanding signs require a site plan indicating the proposed sign location as it relates to property lines, adjacent streets, and adjacent buildings.~~

~~3. Scaled Design Drawing. A colored rendering or scaled drawing is required, including dimensions of all sign faces, and descriptions of materials to be used, including color samples.~~

~~4. Scaled Installation Drawing. A scaled drawing is required that includes the sign description, proposed materials, size, weight, a manner of construction, and method of attachment, including all hardware necessary for proper sign installation.~~

~~5. Lighting. A drawing indicating the location and fixture type of all exterior lighting, if any, for the proposed sign is required. The drawing shall specify wattage and bulb type to ensure compatibility with the lighting standards in this chapter.~~

6. Expiration of Permit. A permanent sign approved under a permanent sign permit must be installed within 180 days of issuance of the permit or the sign permit will expire. No sign may be erected if a sign permit has expired.

**18.52.100    EnforcementViolations.**

~~A. A violation of LFPMP 18.52.080 shall be an infraction subject to a fine of \$100.00 a day or portion thereof.~~

~~A.B.~~ A violation of any ~~other~~ section of this chapter shall be a civil infraction subject to a fine of \$25.00 a day or portion thereof, and subject to code enforcement pursuant to Chapter 1.25 LFPMP.

## Chapter 18.52

### SIGNAGE

#### Sections:

- 18.52.010 Purpose.
- 18.52.020 Definitions.
- 18.52.030 Illegal signs and removal.
- 18.52.040 Exemptions.
- 18.52.050 Signs in RM and RS zones.
- 18.52.060 Signs permitted in CC and BN zones.
- 18.52.070 Signs permitted in TC zones.
- 18.52.080 Signs in the public right-of-way.
- 18.52.090 Permit application and fees.
- 18.52.100 Violations.

#### **18.52.010 Purpose.**

The purpose of this chapter is to provide regulation of all signage in Lake Forest Park in order to promote and protect the public health, welfare and safety, to protect and promote property values, to protect and promote an aesthetically pleasing physical appearance of the city, to provide for more open space, to protect and promote an attractive business climate in the city and to provide uniformity of appearance in signage and in regulation of signage where appropriate. It is further intended to reduce sign and advertising obstructions and distractions that may contribute to traffic accidents, to reduce visual clutter and to curb the deterioration of natural beauty and community environment. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

#### **18.52.020 Definitions.\***

For purposes of this chapter, the definitions of words and terms shall be as provided in this title, this chapter and as defined in the International Building Code, current edition, as adopted by the state of Washington.

A. “Celebration displays” are temporary signs, banners, posters, fluttering devices, balloons, and pennants used solely for the purpose of announcing the opening of a new business, celebration of business anniversaries or announcing major sales. No balloon may exceed three cubic feet. No celebration shall commence prior to the start of the celebration. The notice shall specify the first and last days of the celebration.

B. “Changing message signs” are signs in which a change of message is made by means of moving or digitally changing letters or numbers or combinations thereof, such as clocks and electronic signs indicating time, date and temperature. No messages other than date, time and/or temperature are permitted on changing message signs.

C. “Construction signs” are nonilluminated signs which identify the architects, engineers, planners, contractors or other professional individuals or firms involved with a construction or remodel project or which announce the character or purpose of a project but which do not advertise any product.

D. “Freestanding sign” means a sign standing directly on the ground or having one or more supports standing directly on the ground, and being detached from any building or fence.

E. “Incidental signs” are signs of a noncommercial nature, without advertising, intended primarily for the convenience of the public, that do not exceed a maximum area of two square feet. Incidental signs include:

1. Nonflashing signs designating street addresses, restrooms, hours of operation, entrances and exits to buildings and parking lots, help wanted signs, bus stop and bus route signs, public telephones and the like;
2. Property control signs such as “no trespassing” signs, “no soliciting” signs, towing signs, “no dumping” signs and the like;
3. Plaques, tablets or inscriptions of an historical character which are an integral part of a building or are attached flat to the face of a building, walkway or street;



4. Newspaper boxes attached to mailbox posts which include the name of the newspaper; and

5. Temporary signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.

A maximum of two incidental signs per business can include the names and/or logo of the business. Political signs and commercial signs such as yard sale signs, real estate signs and the like are subject to the specific provisions of this chapter relating to them.

F. “Land use notice action signs” are signs notifying the public of proposed site alterations and which are required to be posted.

G. “Noncommercial identity signs” are signs which identify the city, parks, public utility or service districts, places of worship, schools, community recreational clubs and areas and residential communities within the city or provide public service, location or educational information. Identity signs may not be directly illuminated but may have indirect illumination on them. A noncommercial identity sign may not exceed 32 square feet per side or have balloons, flags, festoons, pennants or the like attached. Such signs must be placed upon the property which they identify except as provided in LFPMP 18.52.040(A).

H. “Off-premises signs” are any sign, such as a billboard, which displays a message which is not incidental to the current use of the property on which it is located.

I. “Open house signs” are signs of an A-frame or sandwich-type construction, which may include a real estate company’s name and logo and the words “open house” and having a directional symbol, not exceeding six square feet in size.

J. “Political signs” are signs which advertise or promote a political candidate(s) for public elective office, promote a political party, or promote a position on a public issue or ballot issue. A sign which advertises or promotes a negative position of a political candidate, political party or public issue or ballot issue is a political sign.

K. “Real estate signs” are temporary signs not to exceed six square feet per side, which may be one- or two-sided, advertising the real estate upon which it is located, or a portion thereof, for sale, lease or rent.

L. “Sandwich board signs” are advertising signs constructed of two boards or other flat-surfaced materials hinged or otherwise connected at one end (i.e., A-frame) which may not exceed 12 square feet per side. Balloons, flags, festoons, pennants, and the like may not be attached to any sandwich board sign. Sandwich board signs must be placed on the ground; they cannot be elevated or suspended above the ground.

M. “Seasonal signs” means reasonable seasonal decorations of a noncommercial nature within an appropriate holiday season or during a festival as long as such seasonal signs are removed promptly at the end of the holiday season or festival.

N. “Sign area” for letters or symbols painted or mounted directly on walls and awnings shall be calculated by measuring the smallest single rectangle which will enclose the combined letters and symbols. Sign area for freestanding signs and signs contained entirely within a cabinet and mounted on a wall, roof or monument shall be calculated by measuring the entire area of the cabinet. When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.

O. “Sign height” means the vertical distance, from the average level of the undisturbed soil at the base of the sign, measured to the highest point of the sign.

P. “Signs” are any visible communication device, structure or fixture, stationary or mobile, including supporting and component parts, which are visible from any right-of-way, using graphics, letters, figures, symbols, trademarks, pennants, moving or fluttering devices, including balloons, or written copy. Painted wall designs or patterns which do not represent a product, commodity, service or registered trademark, and which do not identify the user, are not signs. Official notices and informational materials erected and maintained in the discharge of a governmental function are not considered signs for the purposes of this chapter. When calculating sign square footage, the

measurement of a sign's dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.

Q. "Special event signs" are signs advertising the occurrence of a community event such as a school bazaar, fundraising car wash, community picnic, etc. There are no size limitations on special event signs. Yard sale signs are not special event signs.

R. "Street light banner" is a sign that is made of nonrigid material secured in a rigid frame on all four corners which is placed upon or attached to a street light pole or utility pole in a manner that does not create a traffic or other safety hazard.

S. "Yard sale signs" are any signs which may not exceed six square feet on each of two sides of a temporary nature advertising a garage or yard sale of personal belongings. Home occupations permitted by this title may not utilize yard sale signs to advertise, promote or sell their goods or services. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 1, 2000; Ord. 773 § 3, 1999)

\*Code reviser's note: Section 2 of Ord. 935 provides as follows: "Sections 18.52.020(R), 18.52.070(K) and 18.52.070(L) shall be repealed effective midnight, December 31, 2007."

#### **18.52.030 Illegal signs and removal.**

Any sign not expressly provided for in this chapter shall be illegal. All illegal signs must be removed by the person placing them or by the person, business or entity benefited by the illegal sign. However, the city of Lake Forest Park may remove any illegal sign within its jurisdiction. Signs so removed may be released to the sign owner or other responsible person upon payment of a \$25.00 removal fee. Removed signs which are unclaimed after 30 days may be destroyed by the city. Removal of an illegal sign by the city does not relieve the person responsible for paying accrued fines therefor. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

#### **18.52.040 Exemptions.**

The following signs are, except as set forth in LFPMC 18.52.050, and except for signs in the right-of-way, exempt from regulation:

A. Incidental signs and noncommercial identity signs; provided, that noncommercial identity signs which identify the city or its public parks may be placed in the public right-of-way.

B. Political signs in all zones except public rights-of-way; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided; and provided further, that political signs advertising or promoting a political party must be removed within five days after each general election.

C. Seasonal signs.

D. Construction signs; provided, that there may not be more than one construction sign on each public right-of-way upon which the project fronts and not more than two construction signs in total; and provided further, that no construction sign shall exceed 12 square feet in area per side and not more than six feet in height. All construction signs must be removed within one day of initial occupancy or one day of completion of the project; whichever is the last to occur.

E. Land use action notice signs.

F. Exterior and interior signs or displays not intended to be visible from streets or public rights-of-way, signs in the interior of a building not facing a window, window displays and point of purchase advertising displays such as vending machines.

G. Sculptures, fountains, benches, lighting, mosaics, landscaping and other street furniture which do not incorporate advertising or identification.

H. Poles erected for the purpose of displaying patriotic flags and such flags.

I. Real estate and open house signs on private property; provided, that there may not be more than one real estate sign and one open house sign on each public right-of-way upon which the property fronts and not more than two real estate signs and two open house signs on such property in total; and provided further, that no real estate sign or open house sign shall exceed six square feet in area per side and not more than six feet in height in RM and RS zones and 16 square feet in area per side and not more than six feet in height in CC, BN and TC zones; and provided further, that all real estate signs must be removed within five days of the property being closed, leased or rented, as the case may be, and all open house signs must be removed by 7:00 p.m. of the last day that the property is being shown.

J. Traffic and pedestrian signs and signals, signs required by law, street and governmental directional signs, official public notices and governmental flags. Other than as set forth, signs of governmental agencies and facilities, including the city of Lake Forest Park, shall comply with this chapter.

K. Service, fraternal, religious and similar organizations located in the city may erect signs at their cost at the entrances to the city as follows: there shall be one standard jointly shared by all such subject organizations no higher than 10 feet that shall carry all the signs for each subject organization at each principal arterial entrance, and each subject organization's sign, emblem or symbol shall be no more than two square feet per side in sign area. Placement of such standards must be approved in advance by the city's engineer and by the planning director. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 2, 2000; Ord. 773 § 3, 1999)

#### **18.52.050 Signs in RM and RS zones.**

A. All residences shall display the postal address of that property. The display may be lighted but not flashing and shall be clearly visible from the public right-of-way. If the display is to be placed upon the residence, the numbers must be no less than four inches in height and of a contrasting color to the residence.

B. Yard sale signs on private property; provided, that yard sale signs may only be erected one day prior to the first day of the sale and must be removed within 24 hours of the end of the last day of the sale; and provided further, that yard sale signs to be held on any property may not be posted for more than a total of six days per month.

C. No home occupation otherwise permitted by this title may erect or post any sign advertising or promoting that home occupation.

D. The following additional signs are permitted in RM zoned properties:

1. One sign, lighted or unlighted, nonflashing, on the outside wall of the main building, which shall be flat against the wall and have an area of not greater than 40 square feet.
2. A detached sign, lighted or unlighted, nonflashing, having an area not greater than 30 square feet per side and a sign height of not more than six feet on which both faces may be utilized. Such signs must be securely mounted on the ground on which they rest. On corner lots, one such sign may be placed facing each street.

E. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner), and off-premises signs are prohibited; provided, that such fluttering signs are permitted on temporary incidental signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.

F. Churches are permitted to attach readerboard signs to their outside walls and to place sandwichboard-type signs on their property on days of service.

G. For any zone, the city shall determine the square footage of a sign that is painted on or attached directly to a wall, roof, monument, or support column by its sign area as defined herein. Where a sign is limited to square feet, on one or both sides, square footage shall be determined by sign area. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

#### **18.52.060 Signs permitted in CC and BN zones.**

A. In BN zones, two single-faced or one double-faced sign is permitted, not to exceed a total of 60 square feet per side, attached to the building wall and advertising the business conducted therein, or the goods and services available therein.

B. In the CC zone, for each street or parking lot on which a business fronts, a single-faced sign on the exterior wall, gable or awning fronting of that business is permitted. If the exterior sign is on the exterior wall, its size must be the lesser of: (1) 150 square feet per side; or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the CC zone are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign of not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

C. In both CC and BN zones, one freestanding, single-faced or one double-faced sign not exceeding 30 square feet in area per side and a sign height not exceeding 20 feet, securely fastened to the ground.

D. In both CC and BN zones, one changing message.

E. In both CC and BN zones, one sandwich board sign may be placed on the business' property advertising special sale commodities or services and displayed only when the advertised business is open for business.

F. In both CC and BN zones, signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area except for celebration displays.

G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.

H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.

I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner) of a permanent nature are prohibited. However, in CC zones, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the business and must be removed at the end of the event or 14-consecutive-day period, whichever is shorter.

J. Off-premises signs are prohibited. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 3, 2000; Ord. 773 § 3, 1999)

#### **18.52.070 Signs permitted in TC zones.**

The planned shopping center in the TC zone is a unique and visible community resource and structure. It is the city's desire that signs in the planned shopping center in the TC zone be aesthetically pleasing, architecturally cohesive with the planned shopping center in the TC zone and with signs of other tenants in the planned shopping center in the TC zone, of superior construction, safe for both pedestrian and vehicular traffic and commercially reasonable.

A. In the TC zone, for each street or parking lot on which a business fronts, a single-faced sign on the exterior wall, gable or awning fronting of that business is permitted. If the exterior sign is on the exterior wall, its size must be the less of (1) 150 square feet per side or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the TC are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign or not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.



B. Each business in the TC zone may have nonilluminated projecting signs hanging from the soffits but each such sign must provide a minimum of seven feet of clearance from the underlying walkway to the bottom of the sign and no such sign may exceed five square feet per side.

C. Each business in the TC zone may have a nonilluminated awning on which may be placed signs for that business so long as the total area of those signs does not exceed 45 percent of the facing of the awning.

D. Signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area except for celebration displays.

E. A planned shopping center in the TC zone may display up to two freestanding ground signs, not in excess of 25 square feet in area per side, identifying the name of the shopping center but not the businesses located therein at Northeast 175th and Ballinger Way Northeast, plus one nonilluminated freestanding ground sign at or near Northeast 175th and Ballinger Way Northeast, not to exceed a sign height of 10 feet and 60 square feet in area per side identifying the businesses located therein, plus a single illuminated or nonilluminated freestanding sign at the main entrance off Bothell Way Northeast, not to exceed a sign height of 30 feet and not more than 300 square feet in area per side, which may include identities of one or more of the businesses located in the shopping center. Any nonilluminated sign permitted in this subsection may, notwithstanding the foregoing, be illuminated by one or more separate light(s) cast on it from the ground below. The ground signs shall be of a style, material and design as are compatible with the associated buildings. All ground signs and support elements are to be integrated into a single design.

F. Entrances to buildings in the planned shopping center in the TC zone may have readerboard signs placed on the walls adjacent to the entrance wall or support columns not to exceed 13.5 square feet identifying only the businesses in that building. Readerboard signs shall be limited to two per major public entrance.

G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.

H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.

I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities of a permanent nature) are prohibited. However, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the shopping center and must be removed at the end of the event or 14-consecutive-day period, whichever is shorter.

J. Off-premises signs are prohibited.

K. Temporary sandwich board signs relating to a farmer's market may be permitted for a period not to exceed the operation of the farmer's market, subject to the following requirements:

1. Signs shall only be displayed during the hours the farmer's market is open to the general public, but in any event no earlier than 8:00 a.m. or later than 7:00 p.m. on the day of the market;
2. A maximum of two signs are allowed at each vehicular entrance of the town center zone, not to exceed a total of seven; and one sign is allowed at the pedestrian entrance at the perimeter of the parking lot adjacent to Bothell Way Northeast and Ballinger Way Northeast;
3. Signs shall not be directly or indirectly illuminated;
4. Signs may not block sidewalks or driveways, impede pedestrian or vehicular traffic, or create a hazard to traffic, such as, but not limited to, impeding visibility of oncoming traffic.

L. Streetlight banners may be permitted upon the private light poles within the town center zone. Such streetlight banners may not be used to advertise individual businesses, but may be used year- round to highlight seasonal events such a farmer's market, holiday seasons or other special events within the town center zone subject to compliance with the following requirements:

1. Banners may be mounted on a total of 25 streetlight poles;
2. Two banners may be mounted on each pole and each banner must not exceed the dimensions of two feet by four feet;
3. All banners must be the same size, thematically consistent, and mounted in identical configurations;
4. Banners shall be installed with the bottom of the banner a minimum of 10 feet above the ground;
5. A banner permit may remain valid as long as the locations and the specifications of the banners and the mounting systems do not change, and so long as the banners are maintained in good condition;
6. Application requirements for a banner permit include:
  - a. Information on the design and construction of the mounting system including any engineering calculations demonstrating the mounting system will support the banner;
  - b. Identification of the location of the private light poles on which the banners will be placed; and
  - c. A schedule that indicates when banners will be installed and changed, which gives preference to farmers' market banners during the farmers' market season. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 4, 2000; Ord. 773 § 3, 1999)

**18.52.080 Signs in the public right-of-way.**

A. The following signs are permitted in the public right-of-way in Lake Forest Park upon making application for a permit to the planning director; provided, that no sign in a public right-of-way shall create a traffic or other safety hazard; and upon the following conditions:

1. Special Event Signs. A maximum of four special event signs may be posted for a maximum of seven days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Special event signs must be removed within 24 hours of the termination of the special event.

B. The following signs are permitted in the public right-of-way in Lake Forest Park without a permit being required:

1. Yard Sale Signs. A maximum of two yard sale signs may be posted for a maximum of two days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Yard sale signs shall be removed within 24 hours of the termination of the yard sale.
2. Real Estate Open House Signs. A maximum of four open house signs per property advertised for a period not to exceed two consecutive days in a calendar month. Such open house signs shall be placed at least three feet from the traveled portion of the right-of-way, shall not be placed on an island, median strip or sidewalk, and shall not create a hazard to traffic. Open house signs shall be permitted to be in place only between the hours of 8:00 a.m. and 7:00 p.m.
3. Political Signs. Political signs; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided.
4. Churches may place sandwich-type signs concerning their service on sidewalks on the days of their service.

C. Signs shall not be located in the right-of-way or placed upon or in any way attached to any street or traffic control sign or utility pole in such a manner as to create a traffic or other safety hazard.

D. Signs are not permitted on city-owned property or property leased by the city for public purposes without the permission of the city. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 916, 2004; Ord. 905 § 1, 2004; Ord. 877 § 1, 2002; Ord. 810 § 5, 2000; Ord. 773 § 3, 1999)

**18.52.090 Permit application and fees.**

All applications for issuance of permits required by this chapter shall be made to the planning director on forms furnished for that purpose and shall be accompanied by the required fee. The applicable fee shall be as provided in the city's fee schedule. The application shall include the applicant's full name, address, signature, location of the signs, types of goods proposed to be sold if applicable, duration of sale if applicable, together with such other information as the planning director deems appropriate. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

**18.52.100 Violations.**

A. A violation of LFPMC 18.52.080 shall be an infraction subject to a fine of \$100.00 a day or portion thereof.

B. A violation of any other section of this chapter shall be an infraction subject to a fine of \$25.00 a day or portion thereof. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005)

## ORDINANCE NO. 24-1295

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 18.52 OF THE LAKE FOREST PARK MUNICIPAL CODE, SIGNAGE, TO BRING THE SIGN CODE INTO COMPLIANCE WITH RECENT LEGAL DECISIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Lake Forest Park (“City”) has enacted sign regulations in order to promote and protect the public health, welfare and safety; to protect and promote property values; to protect and promote an aesthetically pleasing physical appearance of the City; to provide for more open space; to protect and promote an attractive business climate in the City; to provide uniformity of appearance in signage where appropriate; to reduce sign and advertising obstructions and distractions that may contribute to traffic accidents; to reduce visual clutter; and to curb the deterioration of natural beauty and community environment; and

**WHEREAS**, the U.S. Supreme Court in the 2015 decision *Reed v. Gilbert* held that a local government’s sign code that treats various categories of signs differently based on the information they convey violates the First Amendment of the U.S. Constitution; and

**WHEREAS**, the Court’s decision in *Reed* as well as subsequent lower courts’ interpretations of the decision have prompted most local governments to review their sign codes and amend content-based regulations in their sign codes; and

**WHEREAS**, staff and the Planning Commission reviewed the City’s existing sign regulations in Chapter 18.52 of the Lake Forest Park Municipal Code (LFPMP) to identify how best to respond to *Reed* and lower court decisions; and

**WHEREAS**, the Planning Commission received input from the community and held public meetings to consider possible amendments to Chapter 18.52 LFPMP on \_\_\_\_\_ and \_\_\_\_\_ of 2022; and

**WHEREAS**, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act, Chapter 43.21C RCW, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (“DNS”) was issued on \_\_\_\_\_, 2024; and

**WHEREAS**, in accordance with the requirements set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City’s



intent to adopt the proposed amendments on \_\_\_\_\_, and received notice that the Department had granted expedited review on \_\_\_\_\_; and

**WHEREAS**, the City Council held public meetings to review amendments to Chapter 18.52 LFPMC on \_\_\_\_\_, 2023, and \_\_\_\_\_, 2024; and

**WHEREAS**, the City Council held a public hearing on \_\_\_\_\_, 2024, regarding the proposed ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.020 LFPMC, Definitions, as follows:

**18.52.020 Definitions.**

For purposes of this chapter, the definitions of words and terms shall be as provided in this title, this chapter and as defined in the International Building Code, current edition, as adopted by the state of Washington.

~~A. “Celebration displays” are temporary signs, banners, posters, fluttering devices, balloons, and pennants used solely for the purpose of announcing the opening of a new business, celebration of business anniversaries or announcing major sales. No balloon may exceed three cubic feet. No celebration shall commence prior to the start of the celebration. The notice shall specify the first and last days of the celebration.~~

~~A.B. “Animated sign” means any sign, or any portion of the sign, affected by the movement of air or other atmospheric or mechanical means, or that uses natural or artificial changes of lighting, to depict action or create a special effect or scene. Animated signs include, but are not limited to, flashing signs, inflatable signs, rotating signs, pennants, streamers, balloons, searchlights, spinners, and propellers.~~

~~B. “Awning or canopy sign” means a nonelectric sign that is printed on, painted on, or attached to the vertical surface or flap of an awning or canopy.~~

~~C. “Banner” means a sign composed of flexible material, such as fabric, pliable plastic, or other similar nonrigid material, with no enclosing framework or electrical components and that is supported or anchored on two or more edges or at all four corners, or along either one edge or two corners with weights installed that reduce the reaction of the sign to wind.~~

~~D.B. “Changing message signs” are signs in which a change of message is made by means of moving or digitally changing monochromatic letters, or numbers, or a combinations thereof. Moving or digitally changing the letters or numbers does not make the sign an “animated sign”. , such as clocks and electronic signs indicating time, date and temperature. No messages other than date, time and/or temperature are permitted on changing message signs.~~

~~E.C.~~ “Construction signs” are nonilluminated signs which identify the architects, engineers, planners, contractors or other professional individuals or firms involved with a construction or remodel project or which announce the character or purpose of a project but which do not advertise any product.

~~F.~~ “Copy” means the graphic content of a sign surface, including, but not limited to, graphics, letters, numbers, figures, symbols, and trademarks.

~~G.~~ “Exterior signs” means a wall sign, an awning sign or marquee sign, all of which have copy showing on only one side of the sign.

~~H.~~ “Electronic video signs” are signs that contain electronic video displays similar to or otherwise depicting a television screen.

~~I.D.~~ “Freestanding sign” means a sign standing directly on the ground or having one or more supports standing directly on the ground, and being detached from any building or fence.

~~J.~~ “Illuminated sign” means a sign with an artificial light source incorporated internally or externally for illuminating the sign.

~~E.~~ “Incidental signs” are signs of a noncommercial nature, without advertising, intended primarily for the convenience of the public, that do not exceed a maximum area of two square feet. Incidental signs include:

- ~~1. Nonflashing signs designating street addresses, restrooms, hours of operation, entrances and exits to buildings and parking lots, help wanted signs, bus stop and bus route signs, public telephones and the like;~~
- ~~2. Property control signs such as “no trespassing” signs, “no soliciting” signs, towing signs, “no dumping” signs and the like;~~
- ~~3. Plaques, tablets or inscriptions of an historical character which are an integral part of a building or are attached flat to the face of a building, walkway or street;~~
- ~~4. Newspaper boxes attached to mailbox posts which include the name of the newspaper; and~~
- ~~5. Temporary signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.~~

~~A maximum of two incidental signs per business can include the names and/or logo of the business. Political signs and commercial signs such as yard sale signs, real estate signs and the like are subject to the specific provisions of this chapter relating to them.~~

~~K.F.~~ “Land use notice action signs” are signs notifying the public of proposed site alterations and which are required to be posted.

L. "Lawn sign" means a freestanding sign made of lightweight materials such as cardboard or vinyl that is supported by a frame, pole, or other support structure placed directly in the ground without foundation or other anchors.

M. "Marquee sign" means any sign attached to or supported by a marquee, which is a permanent roof-like projecting structure attached to a building.

N. "Monument sign" means a freestanding sign having the appearance of a solid base that is 100 percent or greater of the sign face width, made of landscape construction materials such as brick, stucco, stonework, textured wood, tile, or textured concrete, which are harmonious with the materials of the primary structure on the subject property.

~~G. "Noncommercial identity signs" are signs which identify the city, parks, public utility or service districts, places of worship, schools, community recreational clubs and areas and residential communities within the city or provide public service, location or educational information. Identity signs may not be directly illuminated but may have indirect illumination on them. A noncommercial identity sign may not exceed 32 square feet per side or have balloons, flags, festoons, pennants or the like attached. Such signs must be placed upon the property which they identify except as provided in LFPMC 18.52.040(A).~~

O.H. "Off-premises signs" are any permanent sign, such as a billboard, pedestal, pole, monument, or marquee sign which displays a message which is not incidental to the current use of the property on which it is located.

~~I. "Open house signs" are signs of an A-frame or sandwich-type construction, which may include a real estate company's name and logo and the words "open house" and having a directional symbol, not exceeding six square feet in size.~~

P. "Pedestal sign" means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases shall be of a width equal to or greater than 50 percent of the sign width.

Q. "Pole or pylon signs" means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases are less than 50 percent of the sign width.

~~J. "Political signs" are signs which advertise or promote a political candidate(s) for public elective office, promote a political party, or promote a position on a public issue or ballot issue. A sign which advertises or promotes a negative position of a political candidate, political party or public issue or ballot issue is a political sign.~~

~~K. "Real estate signs" are temporary signs not to exceed six square feet per side, which may be one or two-sided, advertising the real estate upon which it is located, or a portion thereof, for sale, lease or rent.~~

R. "Right-of-way" means land owned, dedicated, or conveyed to the public and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, and land

privately owned and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, so long as such privately owned land has been constructed in compliance with all applicable laws and standards for a public right-of-way.

S.L. “Sandwich board signs” are ~~temporary advertising~~ signs constructed of two boards or other flat-surfaced materials hinged or otherwise connected at one end (i.e., A-frame) which may not exceed six (6) 12 square feet per side and may not exceed four feet in height. ~~Balloons, flags, festoons, pennants, and the like may not be attached to any sandwich board sign.~~ Sandwich board signs must be placed on the ground; they cannot be elevated or suspended above the ground.

~~M. “Seasonal signs” means reasonable seasonal decorations of a noncommercial nature within an appropriate holiday season or during a festival as long as such seasonal signs are removed promptly at the end of the holiday season or festival.~~

T.N. “Sign area” means the entire area of a sign on which copy is placed, excluding the sign’s structure, architectural embellishments, and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the sign face containing copy; provided however, for letters or symbols painted or mounted directly on walls and awnings, sign area shall be calculated by measuring the smallest single rectangle which will enclose the combined letters and symbols. If a design or pattern is combined with a sign, only that part of the design or pattern which cannot be distinguished from the sign will be considered as part of the sign area. Sign area for freestanding signs and signs contained entirely within a cabinet and mounted on a wall, roof or monument shall be calculated by measuring the entire area of the cabinet. When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.

U.O. “Sign height” means the vertical distance, from the average level of the undisturbed soil at the base of the sign, measured to the highest point of the sign.

V.P. “Signs” are any visible communication device, structure or fixture, stationary or mobile, including supporting and component parts, designed to announce, declare, demonstrate, display, or otherwise identify, advertise, or attract the attention of the public which are visible from any right-of-way, using graphics, letters, figures, symbols, trademarks, pennants, moving or fluttering devices, including balloons, or written copy. Flags, pPainted wall designs, or patterns which do not represent a product, commodity, service or registered trademark, and which do not identify the user, are not signs. Official notices and informational materials erected and maintained in the discharge of a governmental function are not considered signs for the purposes of this chapter. ~~When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports. A memorial plaque or tablet, or cornerstones indicating the name of a building and date of construction, when cut or carved into any masonry surface or when made of bronze or other incombustible material and made an integral part of the building or structure are not considered signs for purposes of this chapter.~~



~~Q. “Special event signs” are signs advertising the occurrence of a community event such as a school bazaar, fundraising car wash, community picnic, etc. There are no size limitations on special event signs. Yard sale signs are not special event signs.~~

~~W.R. “Street light banner” is a sign that is made of nonrigid material secured in a rigid frame on all four corners which is placed upon or attached to a street light pole or utility pole in a manner that does not create a traffic or other safety hazard.~~

~~X. “Temporary signs” means a sign that is not permanently affixed and that is designed for or capable of being moved, except those signs explicitly designed for people to carry on their persons or that are permanently affixed to motor vehicles. Temporary signs include, but are not limited to, sandwich board signs, lawn signs, and similar signs.~~

~~Y. “Wall sign” means a sign applied with paint or similar substance on the surface of a wall, a sign attached essentially parallel to and extending not more than 12 inches from the wall of a building, or a sign attached to a roof gable of a building.~~

~~S. “Yard sale signs” are any signs which may not exceed six square feet on each of two sides of a temporary nature advertising a garage or yard sale of personal belongings. Home occupations permitted by this title may not utilize yard sale signs to advertise, promote or sell their goods or services.~~

~~Z. “Window signs” mean all signs located inside and affixed to a window and intended to be viewed from the exterior of the structure.~~

Section 2. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.030 LFPMC, Illegal signs and removal, as follows:

#### **18.52.030 Prohibited illegal signs and removal.**

A. General prohibition. Any sign not expressly provided for in this chapter shall be prohibited illegal. All prohibited illegal signs must be removed by the person or entity placing them or by the person, business or entity benefited by the prohibited illegal sign. Said persons or entities are also subject to enforcement proceedings under LFPMC 18.52.100. However, The city of Lake Forest Park may remove any prohibited illegal sign within the right of way its jurisdiction. Signs so removed may be released to the sign owner or other responsible person upon payment of a \$25.00 removal fee. Removed signs which are unclaimed after 30 days may be destroyed by the city. Removal of an prohibited illegal sign by the city does not relieve the person responsible for paying accrued fines under LFPMC 18.52.100. therefor.

B. Specific prohibitions. Unless otherwise provided for in this chapter, no person shall erect, alter, maintain, or relocate any of the following signs in the City:

1. Any animated sign as defined in LFPMC 18.52.020.

2. Any electronic video signs as defined in LFPMC 18.52.020.

3. Any signs that emit smoke, visible particles, odors, and/or sound, except that sound from speakers in signs on the premises of a drive-through facility shall be allowed.

4. Any sign that is dangerous or confusing to motorists and pedestrians, including any sign that by its color, wording, design, location, or illumination resembles or conflicts with any official traffic control device or that otherwise impedes the safe and efficient flow of traffic.

5. No sign may impede free ingress and egress from any sidewalk, pedestrian walkway, door, window, or exit way required by building and fire regulations.

6. Portable signs on wheels (trailer signs) and outdoor electric portable signs.

7. Signs within public property, public easements or structures, including, but not limited to, medians, roundabouts, sidewalks, utility poles and cabinets, street light poles, traffic poles and signals, and street trees, except as allowed pursuant to LFPMC 18.52.080.

8. Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of serving as a sign not otherwise allowed by this chapter.

9. Signs erected, constructed, or structurally altered that are required to have a permit for such action and that were erected, constructed, or altered without obtaining a permit for such action.

10. Off-premises signs.

Section 3. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.040 LFPMC, Exemptions, as follows:

**18.52.040 Exemptions from permitting.**

A. The following signs and sign related activities are exempt from obtaining a permit pursuant to LFPMC 18.52.090, except as set forth in LFPMC 18.52.050, and except for signs in the right-of-way, exempt from regulation:

1. Changes to the copy of changeable message signs, provided such changes do not change the material or appearance of the sign as originally permitted by the city.

2. The normal repair and maintenance of conforming or legal nonconforming signs.

3. Temporary signs with a sign area no greater than three square feet in area per side and no more than four feet in height that remain on the premises for less than 90 days in a one-year period.

4. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to LFPMC 18.52.030.

~~A. Incidental signs and noncommercial identity signs; provided, that noncommercial identity signs which identify the city or its public parks may be placed in the public right-of-way.~~

~~B. Political signs in all zones except public rights-of-way; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided; and provided further, that political signs advertising or promoting a political party must be removed within five days after each general election.~~

~~C. Seasonal signs.~~

~~D. Construction signs; provided, that there may not be more than one construction sign on each public right-of-way upon which the project fronts and not more than two construction signs in total; and provided further, that no construction sign shall exceed 12 square feet in area per side and not more than six feet in height. All construction signs must be removed within one day of initial occupancy or one day of completion of the project; whichever is the last to occur.~~

~~E. Land use action notice signs.~~

~~F. Exterior and interior signs or displays not intended to be visible from streets or public rights-of-way, signs in the interior of a building not facing a window, window displays and point of purchase advertising displays such as vending machines.~~

~~G. Sculptures, fountains, benches, lighting, mosaics, landscaping and other street furniture which do not incorporate advertising or identification.~~

~~H. Poles erected for the purpose of displaying patriotic flags and such flags.~~

~~I. Real estate and open house signs on private property; provided, that there may not be more than one real estate sign and one open house sign on each public right-of-way upon which the property fronts and not more than two real estate signs and two open house signs on such property in total; and provided further, that no real estate sign or open house sign shall exceed six square feet in area per side and not more than six feet in height in RM and RS zones and 16 square feet in area per side and not more than six feet in height in CC, BN and TC zones; and provided further, that all real estate signs must be removed within five days of the property being closed, leased or rented, as the case may be, and all open house signs must be removed by 7:00 p.m. of the last day that the property is being shown.~~

~~J. Traffic and pedestrian signs and signals, signs required by law, street and governmental directional signs, official public notices and governmental flags. Other than as set forth, signs of governmental agencies and facilities, including the city of Lake Forest Park, shall comply with this chapter.~~

~~K. Service, fraternal, religious and similar organizations located in the city may erect signs at their cost at the entrances to the city as follows: there shall be one standard jointly shared by all such subject organizations no higher than 10 feet that shall carry all~~

~~the signs for each subject organization at each principal arterial entrance, and each subject organization's sign, emblem or symbol shall be no more than two square feet per side in sign area. Placement of such standards must be approved in advance by the city's engineer and by the planning director.~~

Section 4. ADDITION. The City Council of the City of Lake Forest Park hereby add section 18.52.045 LFPMP, Temporary signs, as follows:

**18.52.045 Temporary signs.**

The following provisions apply to all temporary signs displayed within the City, unless otherwise provided in this chapter:

A. Temporary signs must be placed totally within the site/property pursuant to the requirements of this chapter, except when allowed to be placed within the right-of-way under LFPMP 18.52.080.

B. Temporary signs may be made of any durable material, provided that the temporary sign otherwise conforms to the requirements of this chapter. A temporary sign may be of rigid or nonrigid construction.

C. Except as otherwise provided for in this chapter, temporary signs are prohibited from being in the following places:

1. On a roof of a building or structure,
2. On fences,
3. Any location so as to physically obstruct any door or exit from a building,
4. Any location so as to be hazardous to a motorist's or pedestrian's ingress and egress from buildings or parking areas,
5. In the sight-distance triangle, or in any other area which may obstruct the vision of motorists to create a safety hazard.

D Temporary signs shall not be directly or indirectly illuminated.

E. Temporary signs driven into the ground shall be clear of tree roots, irrigation lines and other underground structures that could be damaged.

F. Signs pertaining to an event, occasion, or similar occurrence with a beginning and/or ending date shall be removed within ten (10) calendar days after the ending date.

Section 5. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.050 LFPMP, Signs in RM and RS zones, as follows:



**18.52.050 Signs in RM and RS zones.**

In all Residential-multifamily and Residential single-family zones, the following sign regulations apply.

A. All residences shall display the postal address of that property. The display may be lighted but not flashing and shall be clearly visible from the public right-of-way. If the display is to be placed upon the residence, the numbers must be no less than four inches in height and of a contrasting color to the residence.

B. Temporary signs are allowed that meet the following criteria:

1. Signs no greater than three (3) square feet in area per side and no more than four (4) feet in height may remain on the premises indefinitely; there may be no more than five (5) such signs displayed on the premises at one time.

2. Signs larger than allowed in the preceding paragraph, but no greater than six (6) square feet in area per side and not more than four (4) feet in height may remain displayed on the premises for no more than thirty (30) calendar days in any (1) one-year period; and there may be no more than (1) one sign of this size on the premises at any one time.

~~B. Yard sale signs on private property; provided, that yard sale signs may only be erected one day prior to the first day of the sale and must be removed within 24 hours of the end of the last day of the sale; and provided further, that yard sale signs to be held on any property may not be posted for more than a total of six days per month.~~

C. No home occupation otherwise permitted by this title may erect or post any sign advertising or promoting that home occupation.

D. The following additional signs are permitted in ~~the RM and RS zoned properties~~ zones for nonresidential uses:

1. One exterior sign, lighted or unlighted, ~~nonflashing~~, on the ~~outside wall of the~~ main building, which shall ~~be flat against the wall and~~ have an area of not greater than forty (40) square feet.

2. ~~One A-monument, pole, or pedestal detached~~ sign, lighted or unlighted, ~~nonflashing~~, having an area not greater than thirty (30) square feet per side and a sign height of not more than six (6) feet on which both faces may be utilized. Such signs must be securely mounted on the ground on which they rest. On corner lots, one such sign may be placed facing each street.

3. One changing message sign that is included within one sign allowed by subsection D.1 or D.2 above.

~~E. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner), and off-premises signs are prohibited; provided, that such fluttering signs are permitted on~~

~~temporary incidental signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.~~

~~F. Churches are permitted to attach readerboard signs to their outside walls and to place sandwichboard-type signs on their property on days of service.~~

~~G. For any zone, the city shall determine the square footage of a sign that is painted on or attached directly to a wall, roof, monument, or support column by its sign area as defined herein. Where a sign is limited to square feet, on one or both sides, square footage shall be determined by sign area.~~

Section 6. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.060 LFPMC, Signs permitted in CC and BN zones, as follows:

**18.52.060 Signs permitted in CC and BN zones.**

In Neighborhood Business (BN) and Corridor Commercial (CC) zones, the following sign regulations apply.

A. In BN zones, two ~~single-faced or one double-faced~~ exterior signs ~~are is~~ permitted, not to exceed a total of ~~sixty (60)~~ square feet per ~~sign, side, attached to the building wall and advertising the business conducted therein, or the goods and services available therein.~~

B. In the CC zone, for each street or parking lot on which a business fronts, one exterior ~~a single-faced~~ sign ~~on the exterior wall, gable or awning fronting of~~ for that business is permitted. If the exterior sign is on the exterior wall, its size must be the lesser of: (1) 150 square feet per side; or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the CC zone are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign of not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

C. In both CC and BN zones, one monument sign, pole sign or pedestal sign ~~freestanding~~, single-faced or one double-faced sign not exceeding thirty (30) square feet in area per side and a sign height not exceeding twenty (20) feet ~~is permitted, securely fastened to the ground.~~

D. In both CC and BN zones, one changing message sign is permitted that is included within one sign allowed by subsections A. and C. above.

E. In both CC and BN zones, ~~one temporary sandwich board~~ signs may be placed on the business' property that meet the following criteria: advertising special sale

~~commodities or services and displayed only when the advertised business is open for business.~~

1. Size shall not exceed six square feet in area per side and not more than four feet in height;
2. Signs shall remain displayed on the premises for no more than 60 calendar days in a one-year period; and
3. No more than two such signs shall be displayed on the premises at any one time.

F. In both CC and BN zones, signs of any kind in windows viewable from any ~~public~~ right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays.~~

~~G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.~~

~~G.H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.~~

~~I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner) of a permanent nature are prohibited. However, in CC zones, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the business and must be removed at the end of the event or 14 consecutive day period, whichever is shorter.~~

~~J. Off-premises signs are prohibited.~~

Section 7. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.070 LFPMP, Signs permitted in TC zones, as follows:

#### **18.52.070 Signs permitted in TC zones.**

The ~~planned shopping center in the~~ TC zone is a unique and visible community resource ~~and structure~~. It is the city's desire that signs in the ~~planned shopping center in the~~ TC zone be aesthetically pleasing, architecturally cohesive ~~with the planned shopping center in the TC zone and with signs of other tenants in the planned shopping center in the TC zone~~, of superior construction, safe for both pedestrian and vehicular traffic and commercially reasonable.

A. In the TC zone, for each street or parking lot on which a business fronts, one exterior ~~a single-faced~~ sign ~~on the exterior wall, gable or awning~~ fronting ~~of~~ that business is

permitted. If the exterior sign is on the exterior wall, its size must be the less of (1) 150 square feet per side or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the TC are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign or not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

B. For businesses that do not front on either a right-of-way or parking lot, one exterior sign per such business shall be allowed. If the exterior sign is on an exterior wall, its size must be seventy-five (75) square feet or less. If the exterior sign is on a gable or awning, its size must be less than forty (40) square feet.

~~C.B.~~ Each business in the TC zone may have nonilluminated projecting signs hanging from the soffits but each such sign must provide a minimum of seven feet of clearance from the underlying walkway to the bottom of the sign and no such sign may exceed five square feet per side.

~~D.G.~~ Each business in the TC zone may have a nonilluminated awning on which may be placed signs for that business so long as the total area of those signs does not exceed 45 percent of the facing of the awning.

~~E.D.~~ Signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays.~~

~~F.E.~~ A ~~planned~~ shopping center in the TC zone may display up to two freestanding ground signs, not in excess of 25 square feet in area per side, identifying the name of the shopping center but not the businesses located therein at Northeast 175th and Ballinger Way Northeast, plus one nonilluminated freestanding ground sign at or near Northeast 175th and Ballinger Way Northeast, not to exceed a sign height of 10 feet and 60 square feet in area per side identifying the businesses located therein, plus a single illuminated or nonilluminated freestanding sign at the main entrance off Bothell Way Northeast, not to exceed a sign height of 30 feet and not more than 300 square feet in area per side, which may include identities of one or more of the businesses located in the shopping center. Any nonilluminated sign permitted in this subsection may, notwithstanding the foregoing, be illuminated by one or more separate light(s) cast on it from the ground below. The ground signs shall be of a style, material and design as are compatible with the associated buildings. All ground signs and support elements are to be integrated into a single design.

~~G.F.~~ Entrances to buildings ~~in the planned shopping center~~ in the TC zone may have a changing message readerboard signs placed on the walls adjacent to the entrance wall or support columns not to exceed 13.5 square feet identifying only the businesses in



that building. ~~Such changing message Readerboard~~ signs shall be limited to two per major public entrance.

H. Temporary signs that meet the following criteria are allowed on the premises:

1. A sign does not exceed six square feet in area per side and is not more than four feet in height;

2. Signs remain displayed on the premises for no more than 60 days in any one-year period;

3. Signs shall only be displayed during the hours the business is open to the general public, but in any event no earlier than dawn and no later than dusk;

4. One temporary sign is allowed per business at each vehicular entrance to the lot on which it is located, or if located in a shopping center, at each vehicular entrance to the shopping center;

5. One temporary sign is allowed per business at each pedestrian entrance adjacent to the right-of-way for the lot on which the business is located; or if located in a shopping center, at each pedestrian entrance adjacent to the right-of-way for the shopping center;

6. If the number of signs at a vehicular or pedestrian entrance is impeding free movement or causing a safety issue, the City may remove the problematic sign(s) without prior notice to the business owner.

~~G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.~~

~~I.H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.~~

~~I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities of a permanent nature) are prohibited. However, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the shopping center and must be removed at the end of the event or 14 consecutive-day period, whichever is shorter.~~

~~J. Off-premises signs are prohibited.~~

~~K. Temporary sandwich board signs relating to a farmer's market may be permitted for a period not to exceed the operation of the farmer's market, subject to the following requirements:~~

~~1. Signs shall only be displayed during the hours the farmer's market is open to the general public, but in any event no earlier than 8:00 a.m. or later than 7:00 p.m. on the day of the market;~~

~~2. A maximum of two signs are allowed at each vehicular entrance of the town center zone, not to exceed a total of seven; and one sign is allowed at the pedestrian entrance at the perimeter of the parking lot adjacent to Bothell Way Northeast and Ballinger Way Northeast;~~

~~3. Signs shall not be directly or indirectly illuminated;~~

~~4. Signs may not block sidewalks or driveways, impede pedestrian or vehicular traffic, or create a hazard to traffic, such as, but not limited to, impeding visibility of oncoming traffic.~~

~~J.L.~~ Streetlight banners may be permitted upon the private light poles within the TC ~~town center zone~~. Such streetlight banners ~~may not be used to advertise individual businesses, but may be used year-round to highlight seasonal events such a farmer's market, holiday seasons or other special events within the town center zone~~ are subject to compliance with the following requirements:

1. Banners may be mounted on a total of 25 streetlight poles;
2. Two banners may be mounted on each pole and each banner must not exceed the dimensions of two feet by four feet;
3. All banners must be the same size, thematically consistent, and mounted in identical configurations;
4. Banners shall be installed with the bottom of the banner a minimum of 10 feet above the ground;
5. A banner permit may remain valid as long as the locations and the specifications of the banners and the mounting systems do not change, and so long as the banners are maintained in good condition;
6. Application requirements for a banner permit include:
  - a. Information on the design and construction of the mounting system including any engineering calculations demonstrating the mounting system will support the banner;
  - b. Identification of the location of the private light poles on which the banners will be placed; and
  - c. A schedule that indicates when banners will be installed and changed, ~~which gives preference to farmers' market banners during the farmers' market season.~~

Section 8. ADDITION. The City Council of the City of Lake Forest Park hereby adds section 18.52.075 LFPMC, Signs in Southern Gateway zones, as follows:

**18.52.075 Signs in Southern Gateway zones.**

- A. Signs in the Southern Gateway – Single-Family Residential (SG-SFR) zone are governed by this chapter and specifically LFPMC 18.52.050 for RM and RS zones.
- B. Signs in the Southern Gateway-Corridor (SG-C) zone and Transition (SG-T) zone are governed by this chapter and specifically LFPMC 18.52.070 for the TC zone, as well as the Southern Gateway- corridor and transition zones design guidelines. In the event of a conflict, the design guidelines shall govern.

Section 9. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.080 LFPMC, Signs in the public right-of-way, as follows:

**18.52.080 Signs in the public right-of-way.**

A. The following signs are permitted in the public right-of-way in Lake Forest Park upon making application for a permit to the planning director; provided, that no sign in a public right-of-way shall create a traffic or other safety hazard; and temporary signs are permitted upon meeting the following conditions:

1. Signs shall not be placed in medians, traffic islands, roundabouts, or other areas within the roadway;
2. Signs shall not be placed on a sidewalk or obstruct pedestrian or wheelchair access to the sidewalk;
3. For rights-of-way that only have a shoulder and do not have a sidewalk, signs must be placed so that they do not interfere with pedestrian, wheelchair, and bicycle access, or in any other manner that is unsafe for all users;
4. Signs shall be placed entirely outside the site distance triangle of a right-of-way corner, curb cut, or drive entrance, and where no curb exists, the sign must be placed outside the roadway at least five (5) feet from the edge of the roadway;
5. Signs shall remain unanchored in any way to trees or to public property including, but not limited to, utility or light poles, utility boxes, street signs, parking meters, fences, pavement, or similar;
6. No more than six (6) signs may be displayed city-wide in the right-of-way for the same event, occasion, or purpose, or by the same entity, at any one time;
7. A sign exempt from permitting by section 18.040 LFPMC because it is no greater than three (3) square feet in area per side and no more than four (4) feet in height shall be displayed for thirty (30) days or less in any one-year period, unless a permit is obtained;

8. A sign allowed by permit may not exceed six (6) square feet in area per side and not more than four (4) feet in height, and shall be displayed for sixty days (60) or less in any one-year period.

~~1. Special Event Signs. A maximum of four special event signs may be posted for a maximum of seven days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Special event signs must be removed within 24 hours of the termination of the special event.~~

~~B. The following signs are permitted in the public right-of-way in Lake Forest Park without a permit being required:~~

~~1. Yard Sale Signs. A maximum of two yard sale signs may be posted for a maximum of two days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Yard sale signs shall be removed within 24 hours of the termination of the yard sale.~~

~~2. Real Estate Open House Signs. A maximum of four open house signs per property advertised for a period not to exceed two consecutive days in a calendar month. Such open house signs shall be placed at least three feet from the traveled portion of the right-of-way, shall not be placed on an island, median strip or sidewalk, and shall not create a hazard to traffic. Open house signs shall be permitted to be in place only between the hours of 8:00 a.m. and 7:00 p.m.~~

~~3. Political Signs. Political signs; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided.~~

~~4. Churches may place sandwich-type signs concerning their service on sidewalks on the days of their service.~~

~~C. Signs shall not be located in the right-of-way or placed upon or in any way attached to any street or traffic control sign or utility pole in such a manner as to create a traffic or other safety hazard.~~

~~B.D. Signs are not permitted on other city-owned property or property leased by the city for public purposes such as public parks, trails, open space, or other public space, except those signs placed by the City, which signs shall only display noncommercial copy without the permission of the city.~~

Section 10. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.090, Permit application and fee, as follows:

#### **18.52.090 Permit application and fees.**

A. Except as provided in this chapter, no person shall erect, alter, or relocate any sign without first receiving an approved sign permit from the City pursuant to the requirements herein. All applications for issuance of permits required by this chapter



shall be made to the Community Development Department ~~planning director~~ on forms furnished for that purpose and shall be accompanied by the required fee. The applicable fee shall be as provided in the city's fee schedule. ~~The application shall include the applicant's full name, address, signature, location of the signs, types of goods proposed to be sold if applicable, duration of sale if applicable, together with such other information as the planning director deems appropriate.~~

B. The review and approval of sign permits is a ministerial administrative decision pursuant to Chapter 16.26 LFPMC, as amended.

C. Application Form.

1. Owner permission. If the applicant is not the property owner, then the property owner must be identified and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign permit application and for the installation/posting of the sign on the property owner's property.

2. Building Elevation/Site Plan. Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the location of the sign and drawings or photographs that show the scale of the sign in context with the building. Freestanding signs require a site plan indicating the proposed sign location as it relates to property lines, adjacent streets, and adjacent buildings.

3. Scaled Design Drawing. A colored rendering or scaled drawing is required, including dimensions of all sign faces, and descriptions of materials to be used, including color samples.

4. Scaled Installation Drawing. A scaled drawing is required that includes the sign description, proposed materials, size, weight, a manner of construction, and method of attachment, including all hardware necessary for proper sign installation.

5. Lighting. A drawing indicating the location and fixture type of all exterior lighting, if any, for the proposed sign is required. The drawing shall specify wattage and bulb type to ensure compatibility with the lighting standards in this chapter.

6. Expiration of Permit. A permanent sign approved under a permanent sign permit must be installed within 180 days of issuance of the permit or the sign permit will expire. No sign may be erected if a sign permit has expired.

Section 11. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 18.52.100, Violations, as follows:

**18.52.100    EnforcementViolations.**

~~A. A violation of LFPMC 18.52.080 shall be an infraction subject to a fine of \$100.00 a day or portion thereof.~~

A.B. A violation of any ~~other~~ section of this chapter shall be a civil infraction subject to a fine of \$25.00 a day or portion thereof, and subject to code enforcement pursuant to Chapter 1.25 LFPMC.

Section 12. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 13. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 14. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

**APPROVED BY A MAJORITY** the Lake Forest Park City Council this XXX day of XXX, 2024.

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Adams Pratt

City Attorney

Introduced:

Adopted:

Posted:

Published:

Effective:

DRAFT



# CITY OF LAKE FOREST PARK

## CITY COUNCIL

### AGENDA COVER SHEET

<b>Meeting Date</b>	June 13, 2024
<b>Originating Department</b>	Executive
<b>Contact Person</b>	Phillip Hill, City Administrator Kim Adams Pratt, City Attorney
<b>Title</b>	Ordinance 24-1291/Adopting a new Chapter 3.95, Acceptance of Donations, in the Lake Forest Park Municipal Code

#### Legislative History

- First Presentation – April 11, 2024
- Second Presentation – May 23, 2024
- Third Presentation – June 13, 2024

#### Attachments:

1. Ordinance 24-1291/Adopting a new chapter, 3.95 Acceptance of Donations, in the Lake Forest Park Municipal Code “Acceptance of Donations”

#### Executive Summary

The mayor and council have expressed interest in adopting policies and procedures to allow for the city to receive donations. Local governments in Washington State are allowed to receive donations per RCW 35.21.100, which states.

Every city and town by ordinance may accept any money or property donated, devised, or bequeathed to it and carry out the terms of the donation, devise, or bequest, if within the powers granted by law. If no terms or conditions are attached to the donation, devise, or bequest, the city or town may expend or use it for any municipal purpose.

In the original draft ordinance, donors of real property or monetary donations greater than \$10,000 were prohibited from applying for permits under Titles 16 and 18 of the LFPMP for twelve months after the acceptance of their donation by the city. At the April meeting, the council requested language allowing exceptions to this prohibition in emergency situations. That provision is included in this draft in section



3.95.050(H). The current draft includes options to allow either the City Council to grant an exception or authorize the City Administrator or designee to grant the exception.

### Background

Currently there is not a mechanism allowing the City of Lake Forest Park to accept donations. Over the past few years members of the public have desired to donate to the police department. To accept these donations, they have been made to an outside non-profit police foundation on behalf of the police department.

Adopting a policy by which the city can accept all forms of donations intended specifically to benefit the city will provide for an easy to understand and accessible process. The draft ordinance sets limitations on donations that may be accepted by the mayor or designee, those to be considered for acceptance by city council, and provides a general structure for assessing whether the proposed donation is consistent with city adopted plans and visions, and assessing costs associated with ownership, prioritization of city resources, and any terms or restrictions on the donation.

Allowed donations, including those that support the city in a declared local emergency, and Prohibited Donations are outlined in the proposed ordinance.

### Fiscal & Policy Implications

Fiscal implications would be considered as part of the proposed donation assessment, such as operations and maintenance associated with real property donations.

Section 2 directs the Finance Director to establish accounting procedures to carry out the terms of the chapter.

### Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>Adopt policies and procedures allowing for donations to the city.</li> </ul>	The administration will create the necessary forms and procedures to support donations to the city.
<ul style="list-style-type: none"> <li>Do not adopt policies and procedures allowing for donations to the city.</li> </ul>	Only donations to the police department will be allowed through the outside police foundation.

### Staff Recommendation

Adopt Ordinance 24-129 adding a new Chapter 3.95, Acceptance of Donations, in the Lake Forest Park Municipal Code requiring the City Council grant exceptions under 3.95.050(H)

or

Adopt Ordinance 24-129 adding a new Chapter 3.95, Acceptance of Donations, in the Lake Forest Park Municipal Code including authorizing the City Administrator or designee to grant the exceptions under 3.95.050(H).

**ORDINANCE NO. 24-1291**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, RELATING TO THE ACCEPTANCE OF DONATIONS BY THE CITY OF LAKE FOREST PARK; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Lake Forest Park (the "City") is a non-charter code city, by virtue of the Constitution and laws of the State of Washington; and

**WHEREAS**, pursuant to Chapter 35A.11 RCW, the City Council may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the City; and

**WHEREAS**, the City has been and may continue to be approached by private citizens, business groups, or other private organizations desiring to make donations to the City for public purposes; and

**WHEREAS**, the City Council desires to adopt this ordinance to establish the policies and procedures of the City to accept money or non-monetary donations, devises, or bequests.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. ADOPTION. A new chapter 3.95 Lake Forest Park Municipal Code is created "Acceptance of Donations" as follows:

**3.95.010 Purpose.**

The purpose of this chapter is to establish policies and procedures for acceptance of donations by the City of Lake Forest Park. The City Council finds it prudent to adopt such policies and procedures to direct the administration in instances where an individual or entity wishes to make a donation to the City for public purposes.

**3.95.020 Definitions.**

The following definitions shall apply to this chapter:

"Conflict of Interest" means an action that, if taken by a City officer or employee, would violate a local, state, federal, or professional code of ethics applicable to that City officer or employee

"Donation" refers to any money or property, real or personal, donated, devised, or bequeathed, with or without restriction, to the City of Lake Forest Park. As used in this chapter, the term "donation" does not refer to any money or property, real or personal that may be reasonably classified as a grant.

"Donation Agreement" means the legal instrument, in a form approved by the City Attorney, that sets out the terms and conditions of the donation and is executed by the authorized representatives of the City and of the Donor.

"Financial Asset" means stocks, bonds, and assets readily convertible into Cash, such as a marketable security, a note, an account receivable, and cryptocurrency.

"Monetary Donation" means the official legal tender of a sovereign nation state, checks, and money orders.

"Personal Property" means any movable or intangible thing that is subject to ownership and is not Real Property. For the purposes of this Chapter, "Personal Property" does not include Monetary donation or Financial Assets.

"Real Property" means land, and anything growing on, attached to, or erected on it, excluding anything that may be easily severed without injury to the land.

### **3.95.30 Acceptance of Donations**

A. Limitation on Acceptance of Donations. The City may accept and use donations only for purposes related to those powers granted to the City by law. All donations to the City that are accompanied by any contingency, term, or condition on the use by the City of such donation that is inconsistent with this chapter, contrary to law, or inconsistent with the policies, plans, goals, or any other ordinance of the City shall be declined by the City. Subject to this limitation, the following apply to the acceptance of donations:

1. Monetary Donations under \$10,000. The Mayor or designee is authorized to accept any monetary donation under \$10,000 to the City, and to abide by any terms or conditions of the donation. If no terms or conditions are attached to the donation the City may expend or use the same for any public purpose consistent with this chapter. Such donations shall be reported to the City Council at the first regular meeting following acceptance.

2. Monetary Donations of \$10,000 or Greater. Any monetary donation of \$10,000 or greater shall be approved by the City Council before acceptance. Upon such approval by the City Council, the Mayor or designee is authorized to accept such monetary donation to the City, and to abide by any terms or conditions of the donation. If no terms or conditions are attached to the donation the City may expend or use the same for any public purpose consistent with this chapter.

3. Personal Property Donations Directly Supporting City Events or Community Activities. The Mayor or designee is authorized to accept personal property donations that support specific city events and other community activities.

4. Other Personal Property Donations. The Mayor or designee will assess the utility to the City and value of personal property donations offered to the City (other than in subpart 3. Above).

a. If the estimated value of the donation is less than \$10,000, the Mayor or designee is authorized to accept such donations. Such donations shall be reported to the City Council at the first regular meeting following acceptance.

b. If the estimated value of the donation is \$10,000 or greater, the Mayor or designee is authorized to accept such donation upon approval by the City Council.

5. Real Property Donations. The Mayor or designee will evaluate the proposed donation for consistency with City adopted plans and visions, costs associated with ownership, prioritization of City resources, and any terms or restrictions on the donation. The donation shall be presented to the City Council for evaluation and a decision whether to accept the donation. If the donation is accepted by the City Council, the Mayor is authorized to execute all legal instruments necessary to effectuate acceptance of the donation and the transfer of the real property to the City.

B. The City shall not take possession of any Donation until it has been accepted and a Donation Agreement has been fully executed by the Donor and the City officer or employee authorized to accept the Donation.

#### **3.95.40 Emergencies.**

A. Where a proclamation of local emergency has been declared pursuant to Chapter 8.15 LFPMC, the Mayor is authorized to accept any donation that may reasonably aid the City in responding to the emergency.

B. The authority granted to the Mayor under this section shall expire when the proclamation of local emergency is lifted.

#### **3.95.050 Prohibited Donations.**

The City shall not accept Donations from following categories of donors or donations:

A. Candidates, as defined by RCW 42.17A.005;

B. Political Committees, as defined by RCW 42.17A.005;

C. An individual or entity with a pending application for a permit or approval by the City;

D. An individual or entity that has submitted a bid, proposal, or quote to the City and no decision to award a contract for the advertised work has been made;

E. An individual or entity that has a matter pending before the City's Hearing Examiner;



F. An individual or entity that is in active litigation with the City;

G. Where acceptance of the donation would constitute a conflict of interest; and

H. Donors of real property or monetary donations greater than \$10,000 are prohibited from applying for permits under Titles 16 and 18 of the LFPMC for twelve months after the acceptance of their donation by the City. The city council may grant an exception under the following circumstances:

1. Permits necessary to address emergent circumstances related to Tree Canopy Preservation and Enhancement per LFPMC 16.14.050.
2. Permits necessary to address emergent circumstances related to Environmentally Critical Areas per LFPMC 16.16.220.

Or

H. Donors of real property or monetary donations greater than \$10,000 are prohibited from applying for permits under Titles 16 and 18 of the LFPMC for twelve months after the acceptance of their donation by the City. The City Administrator or designee may grant an exception under the following circumstances and report same to the City Council at its next regular meeting:

1. Permits necessary to address emergent circumstances related to Tree Canopy Preservation and Enhancement per LFPMC 16.14.050.
2. Permits necessary to address emergent circumstances related to Environmentally Critical Areas per LFPMC 16.16.220.

### **3.95.060 Procedure for Acceptance of Donation.**

A. All donations shall be offered in writing to the City and directed to the Mayor or designee. The City shall not take possession of any Donation until it has been accepted and a Donation Agreement has been fully executed by the Donor and the City officer or employee authorized to accept the Donation.

B. If a donation is not approved or accepted by the City, but the City is in receipt of same, the donation shall be immediately returned to the private citizen, business group, or private organization attempting to make such donation in a manner that properly documents the return of such donation by the City.

Section 2. ACCOUNTING PROCEDURES. The Finance Director is directed to establish accounting procedures as may be necessary to carry out the terms of this chapter, in accordance with all applicable laws of the State of Washington and requirements of the Office of the State Auditor.

Section 3. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any

reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

**APPROVED BY A MAJORITY** the Lake Forest Park City Council this XXth day of XXXX, 2024

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Adams Pratt  
City Attorney

Introduced:  
Adopted:  
Posted:  
Published:  
Effective:



# CITY OF LAKE FOREST PARK

## CITY COUNCIL

### AGENDA COVER SHEET

<b>Meeting Date</b>	June 13, 2024
<b>Originating Department</b>	Community Development
<b>Contact Person</b>	Cory Roche, Environmental & Sustainability Specialist Mark Hofman, Community Development Director
<b>Title</b>	Accepting the Climate Action Plan

#### Legislative History

- First Presentation – February 24, 2022 - Resolution 1836, Establishing a Climate Action Committee
- Second Presentation – April 28, 2022 - Resolution 1844, Increase the Number of Members on the Climate Action Committee
- Third Presentation – May 9, 2022 - Presentation of the Climate Action Plan to City Council

#### Attachments:

1. Climate Action Plan
2. Resolution 1836, Establishing a Climate Action Committee
3. Resolution 1844, Increase the Number of Members on the Climate Action Committee

#### Executive Summary

The development of the 2024 Climate Action Plan for the City of Lake Forest Park was created by the City's dedicated Climate Action Committee. The policy level items from the Climate Action Plan have been drafted into three elements of the current periodic update materials for the current Comprehensive Plan update. The Planning Commission reviewed and moved forward with those suggestions, and they will be included in a draft document in late June to prepare for an open house, public hearing, and recommendation to the City Council.

This document will be a reference guide for the city on how to take actions to reduce Lake Forest Park's contribution to climate change and prepare the LFP community for climate impacts. The Climate

Action Committee engage the broader Lake Forest Park community during development of the Climate Action Plan through a survey and public events. The LFP community indicated the importance of taking climate action.

**Background**

Title 2.22.020 C. of the Lake Forest Park Municipal Code authorizes the creation of “task forces or committees” on a temporary or indefinite basis to deal with a specific policy area or issue. Scopes of work are subject to council approval and the committee will be disbanded when its purpose has been achieved or terminated. While the attached resolution gives initial direction to the committee, the committee will utilize its time during initial meetings to draft its first “annual work plan” for review and approval by the Council. It is anticipated that department directors will be available during these initial meetings to answer questions of the Committee and clarify current and future plans to address climate change.

**Fiscal & Policy Implications**

Recommendations on how the City may address climate change would be made to the Mayor and Council, but any resulting policies and fiscal impacts will be at the discretion of the Legislative body during the biennial budgeting process with the Administration.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"><li>Accept the Climate Action Plan</li></ul>	The City will have a guiding document to help with climate initiatives.
<ul style="list-style-type: none"><li>Do not accept the Climate Action Plan</li></ul>	The City will not have a guiding document to help with climate initiatives.

**Staff Recommendation**

Accept the Climate Action Plan to help guide the City through climate initiatives.



# Lake Forest Park Climate Action Plan

May 2024

Prepared by Lake Forest Park Climate Action Committee and edited by Cascadia Consulting Group

# Acknowledgments

Development of the 2024 Climate Action Plan for Lake Forest Park required the effort of many people in our community. Thanks to all those who assisted in this process and who will engage in implementation in the future.

## Lake Forest Park Mayors

Mayor Jeff Johnson  
Mayor Tom French

## LFP councilmembers

Lorri Bodi  
Thomas French, *2024 elected Mayor*  
Tracy Furutani  
Larry Goldman  
Paula Goode  
Jon Lebo  
Semra Riddle  
Ellyn Saunders  
Philippa Kassover, *retired 2024*

## LFP Climate Action Committee (CAC) members

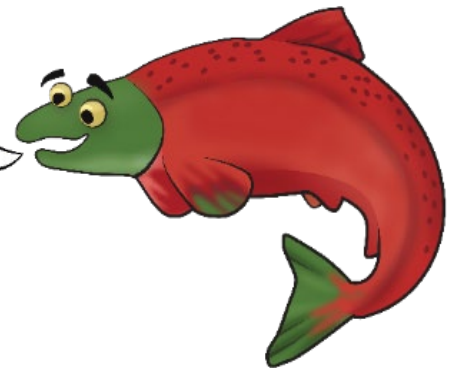
Tracy Furutani, Council Liaison  
Miriam Bertram  
Dana Campbell  
Jessica Côté  
Tamara Erickson  
Linda Holman  
Sarah Phillips, *Chair*  
Brian Saunders  
Anne Udaloy, *Vice Chair*  
Matt Son  
Anna Côté graduated,  
*Student member - currently vacant*  
Bella Tancretti graduated,  
*Student member - currently vacant*  
Cory Roche, *LFP Staff to the Climate Action Committee*

**Residents of Lake Forest Park** engaged with the committee, including the people that responded to the Climate Survey and those who volunteered to help tally survey responses, as well as the many people who attended our booths at community events, made suggestions and comments, initiated and joined our book club, and attended the LFP CAC monthly meetings.

## Neighboring cities and their climate/sustainability managers

**Cascadia Consulting Group**

Hi! I'm \_\_\_\_\_,  
the Kokanee.  
Me and my  
family are in  
danger from  
climate change!





## Executive Summary

The Lake Forest Park (LFP) Climate Action Committee (CAC) has developed a Climate Action Plan to reduce LFP's contribution to climate change and prepare the LFP community for climate impacts. The Mayor of LFP was authorized by the City Council to sign onto the King County Cities Climate Collaborative (K4C) Joint Letter of Commitment: Climate Change Actions in King County in March 2019. Included in this resolution (1726) is a commitment to reduce GHGs by 50% by 2030, compared to a 2007 baseline.

The Climate Action Committee engaged the broader Lake Forest Park community during development of the Climate Action Plan through a survey and public events. The LFP community indicated the importance of taking climate action. The City and the CAC will continue to engage the LFP community throughout implementation.



# What are the Effects of Climate Change on Lake Forest Park?

It is critical to take action because the city is already experiencing the effects of climate change, including flooding, wildfire smoke, and heat dome events.



**Extreme heat days are increasing in number.** There were 51 extreme heat days in the Seattle in 2022. This is 23 more extreme heat days than the 1970s average (Stacker 2023)



**Heat waves affect health and well-being,** especially that of seniors, those who are overweight or have heart disease or high blood pressure, and young children (CDC 2023). Exposure to extreme heat also puts outdoor workers and those who work in hot environments at risk (CDC NIOSH 2023). Heat waves also inequitably effect those who cannot afford air conditioning.



**Reduced snowpack is affecting water supply** by reducing seasonal storage of freshwater, leading to reduced runoff and streamflow, and creating drought conditions in the western US (Siirila-Woodburn et al. 2021).



**Change in climate is impacting local gardens** by shifting the region to a warmer hardiness zone (Zhou 2023). Earlier spring temperatures are creating an early bloom when insects that pollinate the plants have not arrived, which can reduce pollinator survival, plant reproduction, and bird populations that rely on these plants (USDA 2024).



**Climate change is expanding the habitats of disease-carrying insects and animals.** Mountain pine beetles are impacting our forests, ticks carrying Lyme disease are beginning to arrive in Western Washington, and Avian flu has already arrived, infecting backyard bird populations (Giles 2023).



**Increasing temperatures are adversely affecting water temperatures** in the lakes and streams, causing stress on stream ecosystems and fish populations (Mantua et al 2009).



**Wildfires are increasing in size and severity, creating smoky conditions.** Regional wildfire risk is causing more days with low air quality in Washington.



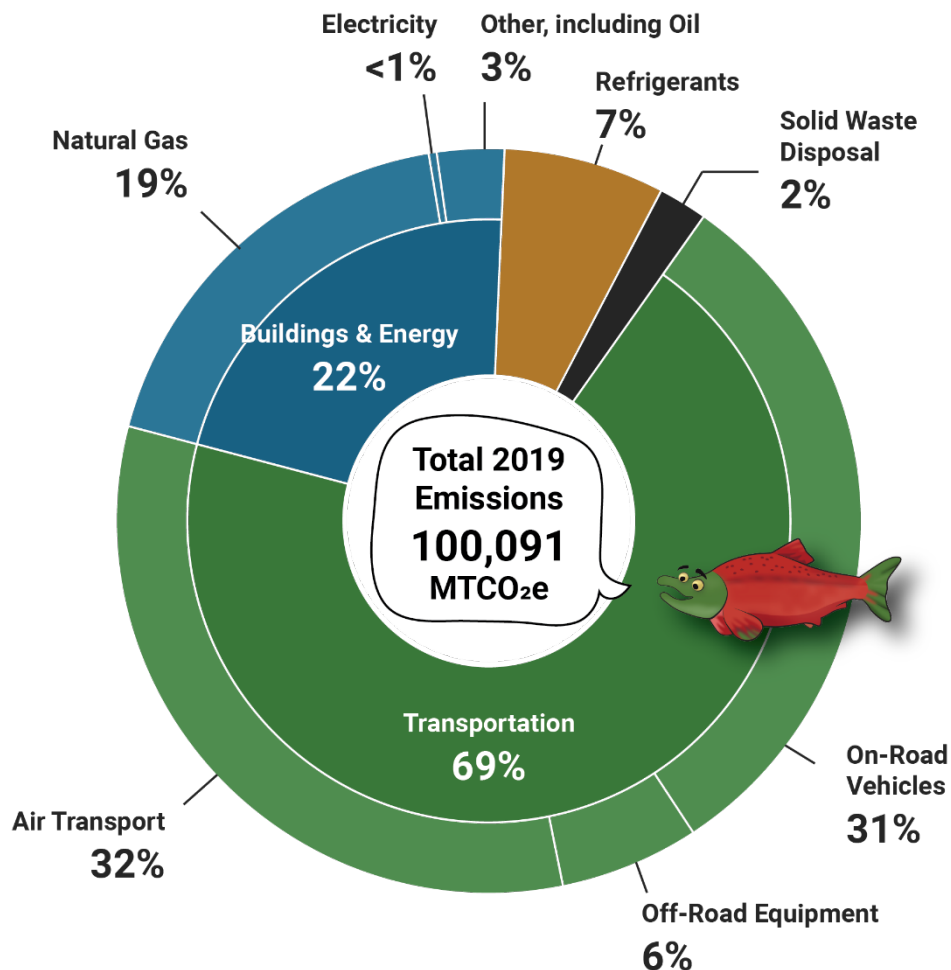
**Rainstorms are becoming more intense,** causing mudslides, flooding, and erosion and damage of streambeds.



## What are the Sources of Greenhouse Gas Emissions in Lake Forest Park?

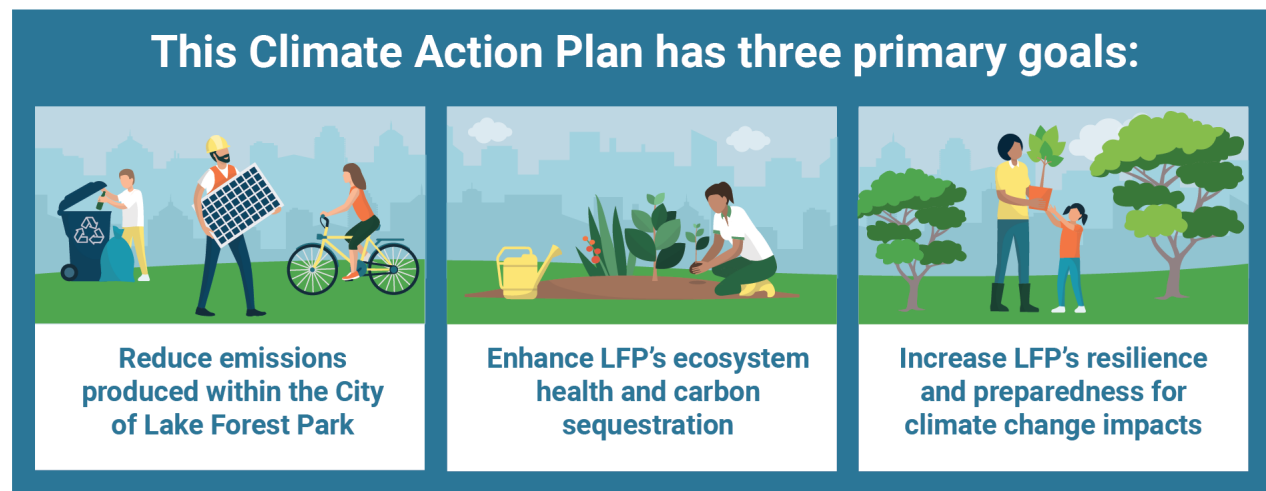
According to the K4C emissions report (Cascadia 2022), fossil fuel-based transportation is the largest source of GHG emissions in LFP. Fossil fuel-based transportation refers to the fuel burned to run vehicles and makes up over two thirds of emissions (69%). Within this total, air travel makes up 32% of emissions, on-road transportation accounts for 31% of emissions, and off-road (mostly heavy construction equipment) accounts for 6% of emissions.

The second largest category of GHG emissions in LFP comes from natural gas used for heating and cooking, which represents about 19% of emissions. A smaller amount of emissions comes from building materials and construction, while 7% of emissions come from refrigerants and 2% come from solid waste (Cascadia 2022).

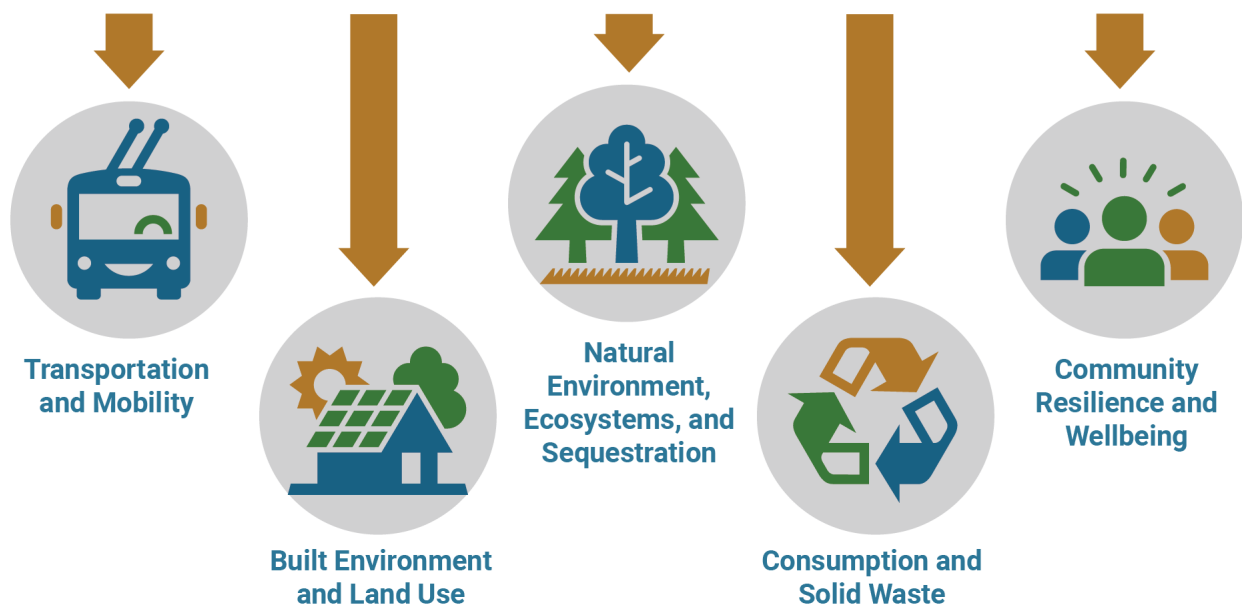


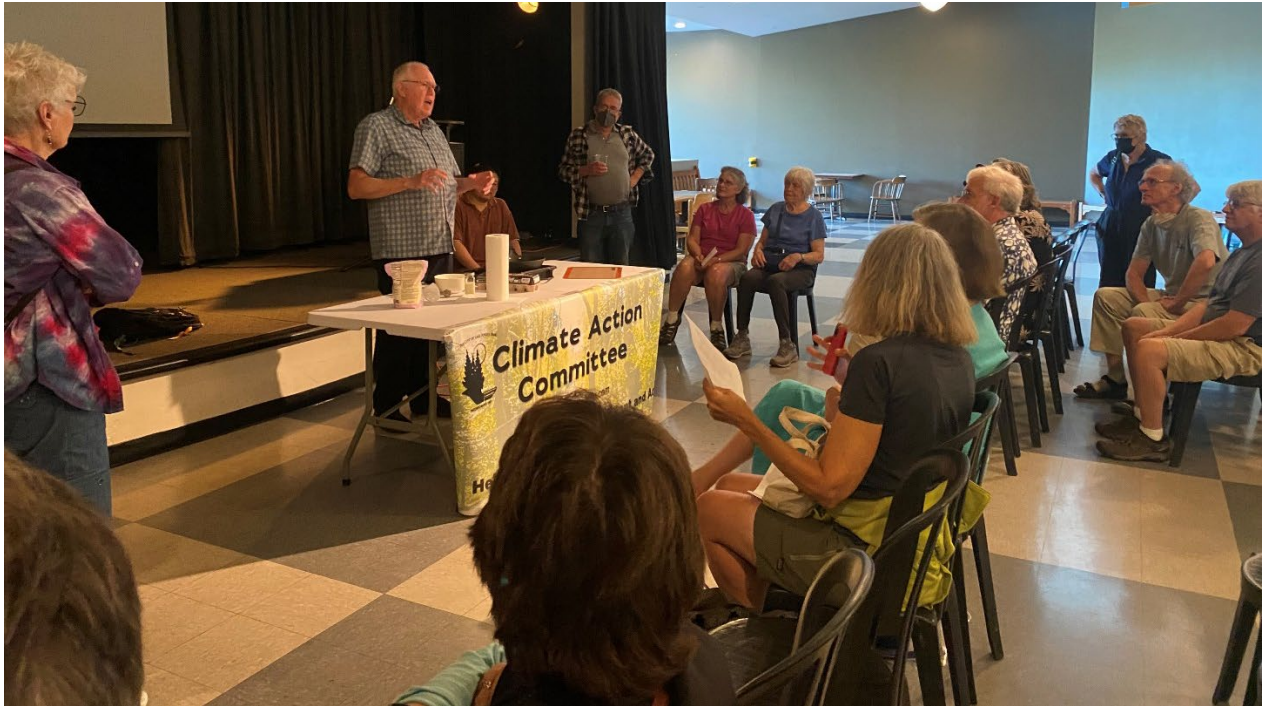
## Why Does Lake Forest Park Need a Climate Action Plan?

The need for action to address climate change is urgent. Our survey of LFP residents (**Appendix 4: Survey Data**) showed that many LFP residents recognize this urgency and want to know what they can do. They also expect LFP to partner with other cities to implement policies. The Climate Action Plan is written to guide LFP leadership and citizens in achieving three major goals as described below.



**To reach these goals, the Climate Action Committee is suggesting five areas of action**





To change the trajectory of climate change, every sector in society will have to make a concerted effort. The Climate Action Committee is also encouraging the city to make major changes in its municipal operations. No policy should be implemented, nor item purchased, without careful and public consideration of the impact on climate.

The City of Lake Forest Park has a small population with a beneficial tree cover but limited financial resources because of the small tax base. Making meaningful progress towards our goals will require increased city staff capacity, which will require the City to hire staff or significantly reallocate staffing resources. In addition, collaboration with neighboring cities must be a priority to effectively use limited resources.

An important mission of the LFP Climate Action Committee is to ensure that the actions outlined here will be a vital and evolving guide for governance in Lake Forest Park, regularly updated to create a living document. The plan presented here is intended to guide the City Council in its policy decisions, public outreach, purchases, hiring, and strategy over the long term. The plan is also intended to inspire citizen and community action to support the plan. The immediacy of climate change requires swift implementation of best practices and vigilant, ongoing updates of this action plan to ensure continued support for the growing and changing needs in our community.



Development of the 2024 Climate Action Plan for Lake Forest Park required the effort of many people in our community. Thanks to all those who assisted in this process and who will engage in implementation in the

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# Glossary

Term	Definition
<b>Climate Action Committee (CAC)</b>	The Lake Forest Park committee is responsible for gathering and analyzing climate information and drafting this Climate Action Plan.
<b>Electric Vehicle (EV)</b>	A vehicle powered by a battery system and electric motor.
<b>Greenhouse Gas Emissions (GHG)</b>	Heat-trapping gases that warm the atmosphere and cause climate change, including carbon dioxide (CO <sub>2</sub> ), methane (CH <sub>4</sub> ), and nitrous oxide (N <sub>2</sub> O).
<b>King County Cities Climate Collaborative (K4C)</b>	A collaboration between King County and partner cities to coordinate and enhance the effectiveness of local government climate and sustainability action (Cascadia 2022).
<b>Metric Tons of Carbon Dioxide Equivalent (MTCO<sub>2</sub>e)</b>	A unit of measurement that represents an amount of a greenhouse gas and communicates its impact on climate change in terms of units of carbon dioxide based on the global warming potential of the gas.
<b>Net Zero Emissions</b>	A goal of producing as few greenhouse gas emissions as possible through human activities and removing the remaining emissions from the atmosphere from processes such as carbon sequestration. Lake Forest Park has defined net zero as reducing emissions by 95% and removing the rest via sequestration.
<b>Resilience Hub</b>	A community-serving facility that is enhanced to support residents and coordinate resource distribution and services before, during, or after a natural hazard event.
<b>Seattle City Light (SCL)</b>	An energy utility providing electrical power to the Seattle area and Lake Forest Park in Washington state.
<b>Sequestration</b>	The process of capturing and storing atmospheric carbon dioxide in landscapes, including soil and vegetation. Sequestration processes can help achieve net zero emissions.
<b>Vulnerable Communities</b>	Those who are most likely to be impacted by the effects of climate change. These are community members that face historic and current inequities, often experience the earliest and most acute impacts of climate change and have limited resources and/or capacity to adapt to those impacts.

# Vision & Goals

The City of Lake Forest Park (LFP) must act in concert with other jurisdictions to provide a roadmap for navigating the climate crisis. To move toward this vision, the CAP identified three broad goals:



**Reduce emissions  
produced within the City  
of Lake Forest Park**

## Goal 1: Reduce Emissions

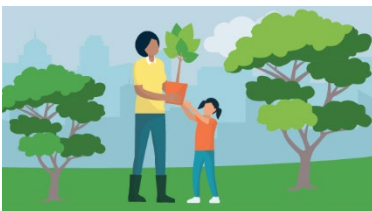
Reduce GHG emissions 50% by 2030 (compared to a 2007 baseline) and achieve 95% by 2050. To do this, we must prioritize initiatives that make the biggest difference in reducing GHG emissions produced by the LFP city government, residences, and businesses. These targets exceed [K4C targets](#) (Cascadia 2022).



**Enhance LFP's ecosystem  
health and carbon  
sequestration**

## Goal 2: Enhance Ecosystem Health & Carbon Sequestration

Improve the health and resilience of local ecosystems to maximize their ability to remove carbon dioxide (CO<sub>2</sub>) from the atmosphere, provide habitat, regulate the water cycle, and buffer the impacts of climate change.



**Increase LFP's resilience  
and preparedness for  
climate change impacts**

## Goal 3: Increase Community Resilience & Preparedness

Protect and prepare all Lake Forest Park residents from the worsening impacts of climate change through resilient infrastructure, emergency preparedness, and enabling equitable community participation.

# Committee Methods

This Climate Action Plan was written by the Lake Forest Park Climate Action Committee, whose ten members are residents appointed by Mayor Jeff Johnson and the LFP City Council beginning in February 2022. In preparing this document, the LFP Climate Action Committee (CAC) has gathered and analyzed information pertinent to climate concerns of Lake Forest Park and our surrounding area.

Specifically, the CAC has:



Reviewed existing Climate Action Plans from neighboring cities, including Kenmore, Bothell, and Shoreline, to identify best practices.



Reviewed the [2015 LFP Comprehensive Plan](#) (City of Lake Forest Park 2016), the [100-year Legacy Plan](#) (City of Lake Forest Park Legacy Task Force 2008), and previous climate initiatives by the city of LFP (**Appendix 1: Past and Present Actions Implemented in LFP**).



Compiled demographic, energy use, and emission production trends of Lake Forest Park residents using 2020 US Census data ([US Census Bureau 2020](#)), data provided by the Washington State Department of Licensing (2022), and the 2008 LFP Preliminary GHG Inventory and Proposed Climate Action Plan (Templin 2008 [**Appendix 5: Demographic Data**]).



Identified strategies and actions for the five focus areas that will help the City and broader LFP community meet its climate goals.



Built collaborations between LFP and neighboring cities and communities, through city commissions, committees, boards, and task forces.



Developed and implemented an engagement plan to survey LFP residents to gather insights and feedback on actions, strategies, and priorities to inform CAP development (**Appendix 4: Survey Data**).



Identified potential funding sources to achieve the Climate Action Plan goals.



# Letter from the Mayor

Mayor  
Tom French

17425 Ballinger Way NE  
Lake Forest Park, WA 98155-5556  
Phone: 206-368-5440  
Fax: 206-364-6521  
Email: [cityhall@cityofLFP.gov](mailto:cityhall@cityofLFP.gov)  
[www.cityofLFP.gov](http://www.cityofLFP.gov)



Councilmembers  
Lorri Bodi  
Tracy Furutani  
Larry Goldman  
Paula Goode  
Jon Lebo  
Semra Riddle  
Ellyn Saunders

Dear Residents of Lake Forest Park,

I am pleased to introduce Lake Forest Park's Climate Action Plan. As the embodiment of the local community, city government can provide leadership in efforts to reduce our carbon footprint. Recognizing this in 2017, the City of Lake Forest Park became a member of the King County Cities Climate Collaboration (K4C), which adopted a goal of cutting countywide carbon emissions in half by 2030, and by 80% at the midpoint of the century (compared to a 2007 baseline).

The City has been taking action already: we are working to transition to battery-powered vehicles across both our police and public works fleets. LED lights have been installed at City Hall. A big thanks and appreciation to the tireless work of the Climate Action Committee volunteers, we have the City's first Climate Action Plan.

As the Climate Action Committee notes, implementing this plan, monitoring, and documenting the results will be the next goal. At recent meetings and through an online survey, Lake Forest Park residents have made it clear that global warming and the impact it will have on future generations is an important issue. Many of you have contributed your thoughts and ideas concerning measures the City and residents should take to reduce greenhouse gas emissions. These include improvements in energy efficiency, renewable energy, and changes in areas such as transportation, recycling, and landscapes. This valuable input from residents has informed the Climate Action Plan so that it is truly a document of our common interests.

I am certain that with the guidance of this plan, both the City government and Lake Forest Park residents can together make meaningful changes in our everyday lives and operations to reduce our carbon footprint. I look forward to working together toward a more sustainable future for Lake Forest Park and for all of us!

Sincerely,

Tom French, Mayor, City of Lake Forest Park





# Section 1: Context





# Climate Change

Ecosystems, and humans within them, must adapt to the changing environmental conditions. In LFP we are seeing climate changes that include more extreme weather days, including heavy rainfall, hotter summers, and earlier transitions to spring. Understanding and preparing for these changing systems will help us adapt and modify our expectations as we plan for a warmer and drier climate.

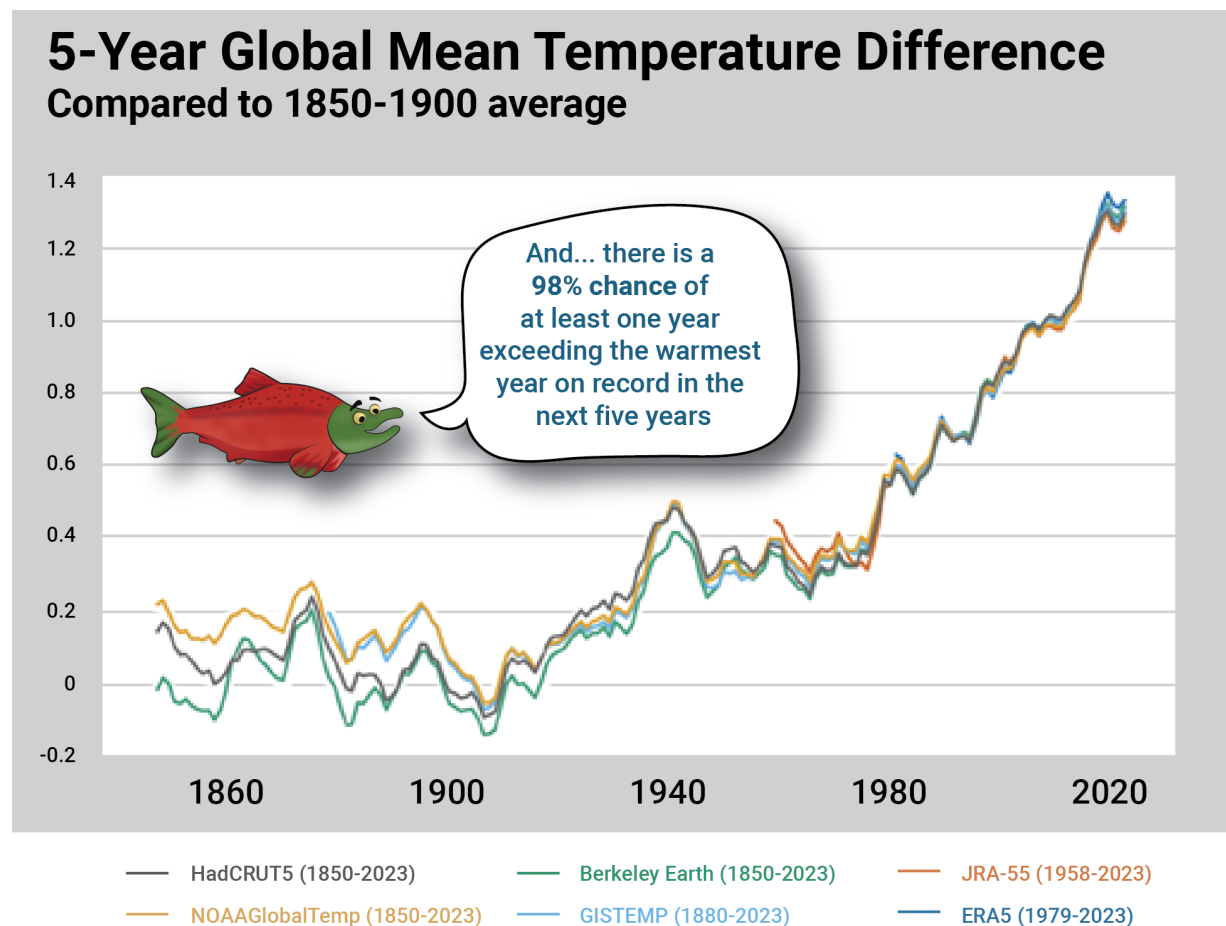
## What is causing climate change?

Climate change refers to long-term shifts in temperatures and weather patterns due to human activity, which has altered our planet faster and to a greater extent than any events in the last million years.

Earth's average temperature has risen and fallen over its long history due to its positioning in space and changes in the atmosphere. However, in the last 200 years, human use of fossil fuels (coal, oil and gas) has released heat-trapping gasses (GHGs) that have accumulated in the atmosphere. These gasses include carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and others. Like an ever-thickening blanket wrapping the Earth, accumulating GHGs trap heat close to the Earth's surface. They have increased Earth's average temperature so that it is now warmer than any time in the last 800,000 years; temperatures were previously this hot during the Pliocene, the previous geologic epoch (Kaufman 2023).

Since 2000, almost every year has exceeded the record of hottest average temperature set by the previous year (IPCC 2023). True to this trend, the months of June through December in 2023 were each their hottest on record on Earth as of January 8, 2024 (Lindsey and Dahlman 2024).

**Figure 1.** 5-year global mean temperature differences compared to 1850-1900 averages



**Figure 1** shows the five-year running average of global temperature anomalies ( $^{\circ}\text{C}$  relative to 1850-1900) from 1850-1854 to 2019-June 2023 shown as a difference from the 1850-1900 average as estimated by the six agencies shown by colored lines. More information on the original data sets can be found in the index of [United in Science 2023, Sustainable Development Edition. World Meteorological Organization \(WMO\), 2023](#). Earth's closely interrelated systems compound the effect of temperature change, quickly disrupting conditions throughout the atmosphere, oceans, land, polar and glacial ice, and living organisms. Complex feedback loops further multiply impacts in ways that we cannot predict. Increasing temperatures on Earth have resulted in global shifts in weather patterns and increasing frequency of extreme events, and will also cause havoc in many ways we are not aware of until changes occur.

Our ecosystems, including human ones, have, over eons of time, developed dependencies to conditions of a stable climate. Disruption of this stability on the scope we are now experiencing threatens unprecedented risk to survival on a very broad scale.



## Why We Need a Climate Action Plan

Warming of our planet, caused over the last century by human emission of heat-trapping greenhouse gasses into Earth's atmosphere, is rapidly altering the stability of ancient systems that support current life on Earth. In Lake Forest Park and the surrounding Puget Sound, these changes manifest in climate events that include accelerating incidents of extreme heat, drought, hazardous air quality caused by wildfires, and heavy storms that bring destructive flooding events.



Critical accumulation of GHG pollution in our atmosphere has already caused significant global climate change. The degree to which future warming occurs depends on choices made now to address greenhouse gas emissions. National goals, calculated to avoid future catastrophic climate events, require overall reduction of American GHG emissions by more than 6% per year (NCA5 2023). Consequently, our ability to manage compounding current and future climate impacts requires proactive preparation and investment in infrastructure.

Local government has a clear, crucial role in facilitating rapid transition to low-carbon, climate-resilient, sustainable communities. In 2019, Lake Forest Park City Council realized this commitment by voting to join K4C (LFP resolution 1726 on March 14, 2019), pledging a 50% reduction of 2007 baseline GHG emissions by 2030 and 95% reduction by 2050 (Cascadia 2022).

## Preparing for Climate Impacts

The Puget Sound region is experiencing more extreme weather events more often, driven by the rapid warming of the planet that began with the industrial revolution (NCA5, 2023). The impacts of these extreme weather events can be devastating and lasting. The unprecedented [Pacific Northwest heat wave](#) from June 25-July 2, 2021 catastrophically impacted Washington, as well as neighboring states and Canadian provinces. Effects on humans and ecosystems continued well beyond July 2021 and included deaths among humans and aquatic populations, reduced crop and fruit yields, and subsequent river flooding from rapid snow and glacier melt. Months after the heat wave, a substantial increase in wildfires associated with the heat contributed to landslides and poor air quality in the Puget Sound region (White et al 2023).

Projections using different models agree that warming of the planet by 1.5°C (2.7°F) will cause a large range of extreme challenges in managing natural systems in WA (Figure 2), including:

**Climate change amplifies existing risks and disparities, such as chronic health conditions, social and environmental circumstance, and pollution exposure, which can result in variable impacts on vulnerable communities within Lake Forest Park.**

1. **Increasing temperatures and extreme heat.** There were 51 extreme heat days in 2022. This is 23 more extreme heat days than the 1970s average (Stacker 2023). The western U.S. is also experiencing more frequent multi-day heat waves, which are more widespread, hotter, and longer lasting than in previous decades.

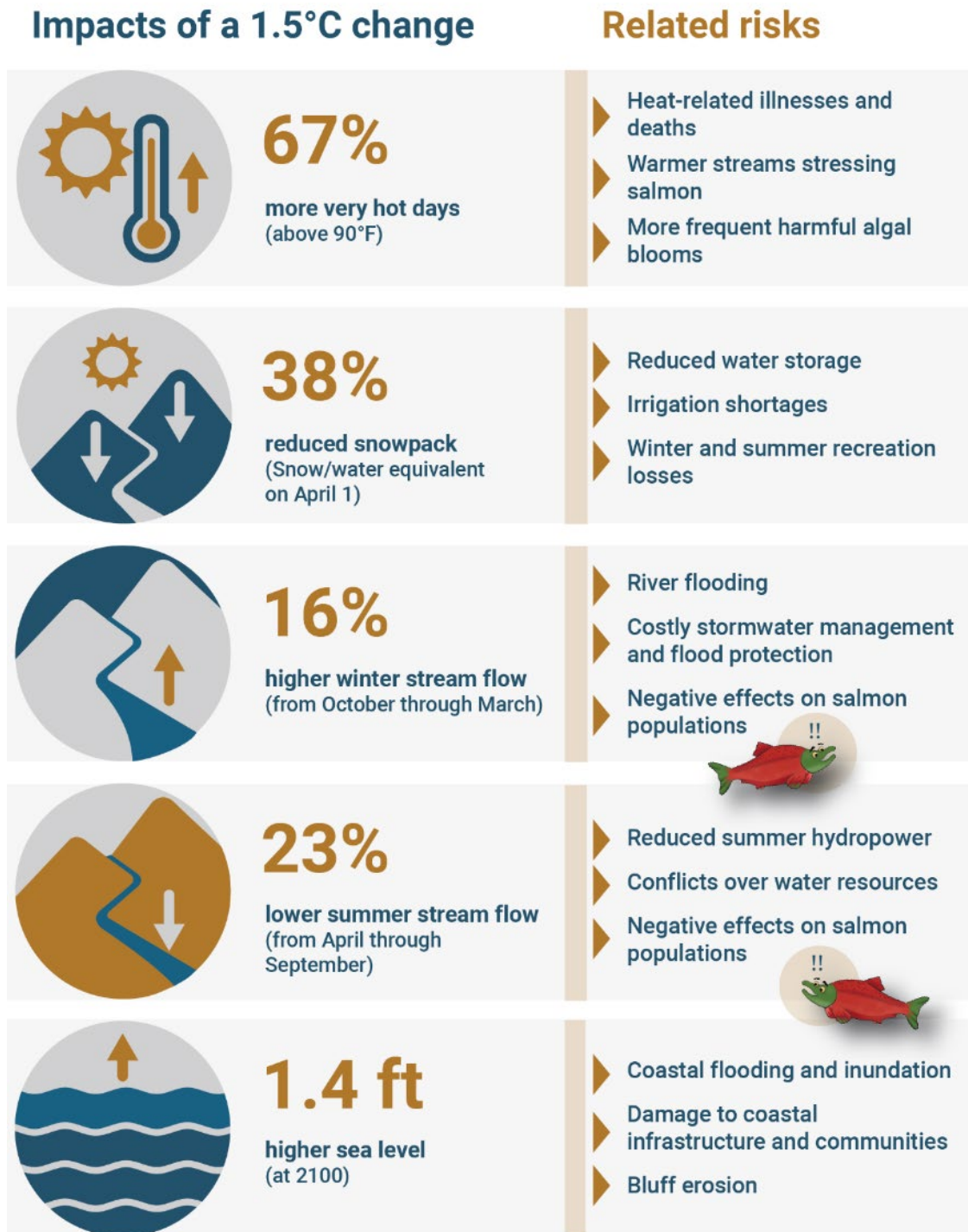
Heat waves affect health and well-being, especially that of seniors, those who are overweight or have heart disease or high blood pressure, young children, those who work outdoors or in hot environments and those who cannot afford air conditioning (CDC 2023; CDC NIOSH 2023). Heatwaves also cause damage to infrastructure and create unhealthy aquatic habitats.

Increasing average temperatures are impacting the habitats of plants and animals as well, by expanding the habitats of disease-carrying insects and animals and affecting hardiness zones of local plants (Zhou 2023). Mountain pine beetles are impacting our forests, ticks carrying Lyme disease are beginning to arrive in Western Washington, and Avian flu has already arrived, infecting backyard bird populations (Giles 2023). Earlier spring temperatures cause disconnect between flowering and insect pollinator timing reducing survivorship of both plants and pollinators (USDA 2024).

2. **Changing precipitation patterns.** Heavy rain events are becoming more common, and more precipitation is falling as rain, rather than snow. Reduced snowpack is affecting water supply (Siirila-Woodburn et al. 2021). Heavy rainfall events, especially those that melt snow, cause mudslides and urban flooding, which damage homes and infrastructure, as well as flows of water that carry pollution and toxic algae and erode streambeds, harming salmon and other species depending on the water environment.
3. **Increasing wildfire severity and hazardous air quality.** Large, severe fires in the Pacific Northwest are linked to warm and dry conditions, which will likely occur more often as the earth continues to warm. Regional, and even distant, fires are also likely to create hazardous, smoky conditions in Lake Forest Park more often into the future.

In **Appendix 8. Climate Change Impacts**, we look in more detail at the climate change impacts that are already felt in Lake Forest Park.

**Figure 2.** Some projected impacts of 1.5°C (2.7°F) warming on Washington State



Notes: Projected changes in hot days relative to 1976- 2005, changes in sea level rise relative to 1991-2010; all others relative to 1970-1999. Data from: Fourth National Climate Assessment; Climate Change Impacts and Adaptation in Washington State; State of Knowledge: Climate Change in Puget Sound; Projected Sea Level Rise for Washington State – A 2018 Assessment. Figure reproduced from the UW Climate Impacts Group publication [No Time to Waste](#).

## Climate Change

Reducing GHG emissions is crucial to avoid the worst of future climate impacts. However, halting emissions will not immediately bring GHG levels in the atmosphere back to pre-industrial levels, nor halt climate change completely. This is because many GHGs persist in the atmosphere for decades after being released. Governments, businesses, organizations, and individuals must anticipate the risks and take action so the community can adapt and thrive despite future climate change.

The range of impending climate impacts will challenge people, natural areas and infrastructure in varying ways and to different degrees. To ensure a healthy and resilient LFP community, the City of LFP will seek to advance climate action in the context of a comprehensive understanding of Lake Forest Park demographics and resources. Equitable and just inclusion for all can strengthen the city's ability to withstand climate impacts together.

## Reducing Lake Forest Park's Greenhouse Gas Emissions

### SOURCES OF EMISSIONS

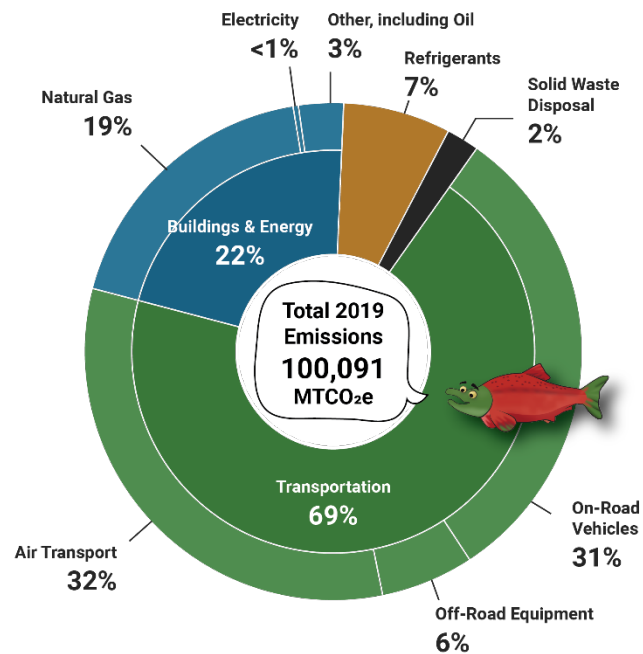
In 2022 [The Puget Sound Regional Emissions Analysis Project](#), led by the King County Climate Data cooperative, released data estimating local community sources of GHG emissions generated from human activity. Specific emissions data for the City of Lake Forest Park are summarized in **Figure 3**.

The majority (69%) of LFP GHG emissions come from the transportation sector. On-road vehicles (such as passenger vehicles, freight trucks, and transit) and off-road equipment (such as recreational, construction, industrial, lawn/garden, commercial and pleasure craft) create just over half of transportation emissions. Air transport (estimated for LFP based on average city-wide income) contributes the other half.

Energy used in government, business, and residential structures accounts for the next greatest source of emissions (22%) in LFP. While electricity supplied to LFP by Seattle City Light is produced from hydropower and contributes nearly zero GHG emissions, 75% of structures in LFP rely on natural gas for water heat, household heat, and/or cooking.

The remaining GHG emissions in LFP are produced from refrigerants (7%), which are used in refrigeration and air conditioning, and from solid waste disposal in landfills (2%). More detail on LFP's emissions and the breakdown of GHG emissions from City operations is discussed in **Appendix 2: K4C database – City**.



**Figure 3.** Human-created GHG emissions in LFP by sector (2019)

Notes: Data generated by the Puget Sound Regional Emissions Analysis Project and released as part of the [Geographic GHG Emissions Inventory Database](#).

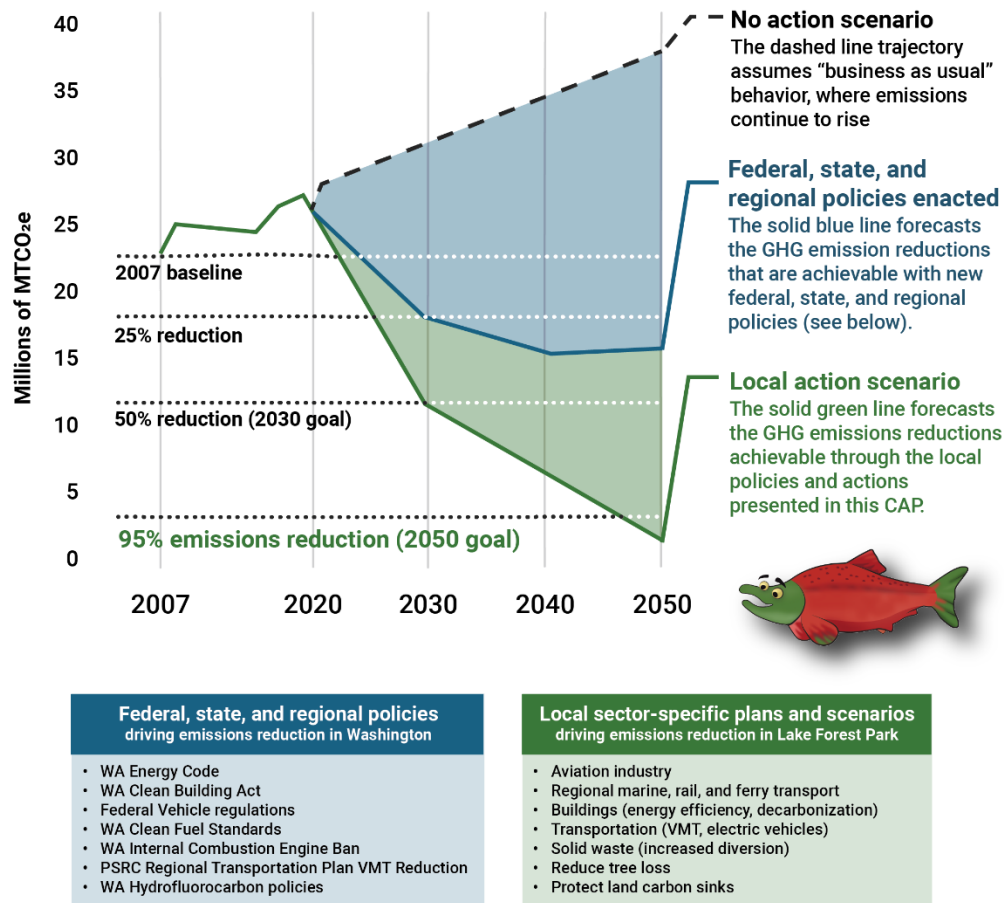
## EMISSIONS REDUCTION TARGETS

Without significant intervention, global GHG emissions are projected to increase by another 50% by 2100 (**Figure 4**). Regulations at federal, state, and regional levels are expected to reduce GHG emissions by 35% from 2007 levels by 2030 and 50% by 2050. These regulations empower local action and are detailed further in **Appendix 3: Regulations**

**Figure 4** illustrates the predicted GHG reductions from a local action scenario – the forecasted reduction in GHG with the combined actions of local, federal, state and regional policies. This emphasizes the critical role of locally focused actions in achieving emissions reduction goals of 50% of the 2007 baseline by 2030, 75% by 2040, and 95% by 2050.

K4C identifies sectors where concentration of local action will have the greatest effect on reducing GHG emissions in the Puget Sound area: buildings, transportation, solid waste disposal, and ecosystems where CO<sub>2</sub> is naturally stored (Cascadia 2022).

**Figure 4.** Forecasted emissions and reductions in Lake Forest Park associated with action at different organizational levels



Notes: Figure adapted from King County (Cascadia 2022).

## Community Engagement & Values

### Planning Context

The City of Lake Forest Park has been committed to sustainable living and environmental protection since its inception. LFP was mapped out in 1910, mostly for second residences of Seattle professionals looking for retreats to nature. In 1961, residents incorporated as the City of Lake Forest Park to control pressures of increasing development.

This planning and vision persist today and are set forth in the City of Lake Forest Park Comprehensive Plan (ratified in 2016), and the City of Lake Forest Park Legacy 100-year Vision Statement (ratified in 2018).

### The Comprehensive Plan notes

“The Comprehensive Plan and Legacy Vision share a common vision of sustainability and environmental preservation. The Legacy Vision identifies a number of specific green infrastructure projects that could be implemented over time to achieve this vision. The Comprehensive Plan recognizes and incorporates the importance of environmental preservation in all elements of the plan and highlights specific green infrastructure projects identified in the Legacy Vision next to applicable goals and policies. Together, the Comprehensive Plan and Legacy Vision seek to promote, enhance, and preserve the City’s long-term environmental quality and green character.”

The LFP City Council’s creation of the LFP Climate Action Committee (CAC) demonstrates commitment to transform and accelerate local climate action. A key role of the CAC is to develop connections between the LFP community and City staff to enact climate action at all levels.

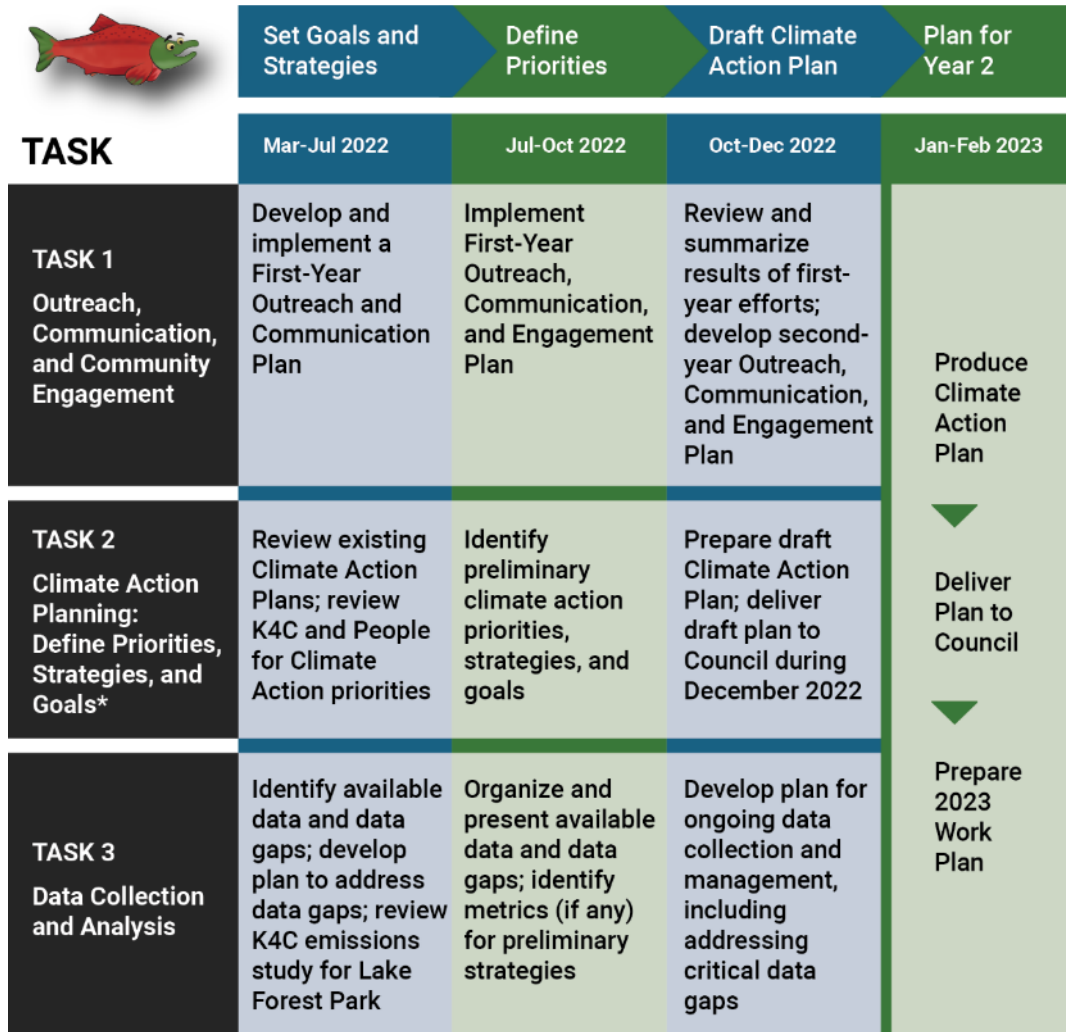




## Planning Process

The LFP CAC defined timelines that provided structure for moving the committee toward the goal of designing the Climate Action Plan and for engaging the community (**Figure 5**).

**Figure 5.** CAC timeline presented to City Council in 2022



\*Prioritizing buildings, transportation, and community resilience as critical sectors.



# Community Engagement

## OVERVIEW

Responding effectively to the climate crisis requires acting together to make significant changes in how we live our lives. The burden of change can be lessened when community members are empowered to participate in decision-making processes. Engaging the LFP community in the decision-making processes will help to build resilience and adapt to the challenges ahead.

As Almeida et al (2023) states, “Bringing the public into local meetings and assemblies about a range of climate resiliency programs, such as green jobs, renewable energy, clean transportation, and climate action plans, is the starting point for developing equitable and just transition strategies to reduce greenhouse gas emissions at the community level.” (p.37)

Since March 2022, the LFP CAC engaged residents via workshops, tabling events, a survey, and more (Table 1). Through these interactions, resident voices were brought into this Climate Action Plan.

## COMMUNITY SURVEY

The LFP Climate Action Committee created online and paper versions of a 40-question survey to gather input on LFP community member views, priorities, concerns and ideas related to local climate changes. The Climate Action Committee carried out a campaign to advertise and encourage participation across the LFP community. Key findings from the 466 responses are summarized below. Complete methodology and data from the survey is reported in Appendix 4: Survey Data.

Table 1. Key findings of the LFP Climate Action Survey

1	<b>Opportunities.</b> LFP should connect residents to climate issues and opportunities, including promoting existing incentives and subsidies to go electric and through partnerships with neighboring cities, nonprofits, and other LFP commissions. Successful models include the heat pump program of <a href="#">Energysmart eastside</a> .
2	<b>Policy.</b> The LFP city government should be a role model for other small cities and make climate friendly policy changes and decisions collaboratively.
3	<b>Transportation.</b> LFP should improve local infrastructure and advocate for policies at the state level that reduce cars on the road.
4	<b>Education.</b> LFP should keep up to date on and educate residents about cost effective ways to reduce GHG emissions that are the least disruptive to their daily life.
5	<b>Policy and positive change.</b> Empower residents by providing pathways to advocate for climate friendly policy change.

## COMMUNITY EVENTS

The LFP CAC engaged members of the community through the survey, but also through conversations at community events, educational workshops done in partnership with neighboring cities of Kenmore and Shoreline, and much more (**Table 2** and **Table 3**).

**Table 2.** Events and activities of the LFP Climate Action Committee since 2022

What	Where	When
Distribution of Community Survey	Throughout LFP	September-December 2022
Launched "LFP in Action" Book Club	LFP Third Place Books	November 2022
Honored: LFP CAC Receives Third Place Commons Friends of the Community Award	LFP Commons	May 25, 2023
Tabled at Green Fair	LFP Commons	April 29, 2023
Tabled at Secret Gardens of Lake Forest Park GardenTour	LFP Commons	June 17, 2023
Tabled at Farmers Market	LFP Farmers Market	July 23, 2023, and October 1, 2023
Tabled at Picnic in the Park	Animal Acres Park	September 2023
Co-hosted workshop: Go electric, Convection Stoves	LFP Commons	July 18, 2023
Co-hosted workshop: Go electric Solar	Kenmore	August 17, 2023
Co-hosted workshop: Go electric, Heat Pumps	Shoreline	September 19, 2023
Attended Tree Board Meetings	LFP City Hall	July 2023
Attended Parks Board Meetings	LFP City Hall	July 2023
Attended Planning Commission Meetings	LFP City Hall	July 23, 2023; November 14, 2023; and January 8, 2024
Hosted the Climate Town Hall with State Legislatures	LFP Common	April 13, 2024

**Table 3.** *Additional community engagement activities completed by the CAC*

<ul style="list-style-type: none"><li>• Distributed 12 Climate Newsletters to LFP community members to announce above events</li></ul>
<ul style="list-style-type: none"><li>• Created handouts and displays to use at public events, including information on Inflation Reduction Act grants and rebates</li></ul>
<ul style="list-style-type: none"><li>• Wrote and distributed several articles to the Lake Forest Park newsletter lists.</li></ul>
<ul style="list-style-type: none"><li>• Started collaborations with King County north end cities on programs and events for disseminating relevant climate information.</li></ul>
<ul style="list-style-type: none"><li>• Currently there are 123 subscribers to the LFP CAC "Notify Me" list; we expect this to grow as the work of the City becomes more evident.</li></ul>
<ul style="list-style-type: none"><li>• Met with the Shoreline Schools superintendent to discuss the school system’s climate action plan</li></ul>
<ul style="list-style-type: none"><li>• Met with representatives from Seattle City Light to discuss grid reliability and undergrounding.</li></ul>





## **Section 2: Strategies & Actions**



# Strategies and Actions

A climate action plan provides a road map for our LFP government and community to address climate change. It provides strategies to reduce GHG emissions and sequester carbon while also preparing communities for climate impacts that cannot be avoided. Implementation of these strategies will lead to investment in adaptations that build community resilience and prioritize fair, equitable, and empowering actions for the most vulnerable communities.



The focus areas, strategies, and actions outlined below for Lake Forest Park align with and draw heavily upon our neighboring cities' plans and are informed by feedback from the LFP community and information from the 2019 King County GHG Emissions Inventory. The vision of the future for each focus area is borrowed from the [Mercer Island Climate Action Plan](#) released in April 2023. Action on these recommendations will put LFP on a path to join other communities in achieving the dual climate goals of mitigation and resiliency.

## Mitigation

**Mitigating GHG emissions** to almost zero over the next 30 years (90% by 2050) through:

- Policy changes for the City to implement within its operations
- Incentives for emission reductions by businesses and households
- Actions and lifestyle changes by residents of Lake Forest Park that reduce or eliminate emissions

## Resiliency

**Building the resiliency** of our community to climate impacts by:

- Assessing and alerting members to climate impacts on Lake Forest Park, with particular attention to vulnerable and overburdened communities.
- Establishing a practice of continual consideration of climate-related issues at the individual, community, and municipal levels.
- Adopting adaptive, proactive strategies for implementing actions in a manner that is just and appropriate for all community members.



## Strategies and Actions

Research by the Climate Action Committee finds five focus areas where the City of Lake Forest Park can take action to address mitigation and resilience goals. We have organized the second section of this plan, our Strategies and Actions, around these five focus areas:



### Improvement of the **transportation sector and land use**

**Focus Area 1:** Transportation & Mobility (TR)



### Transformation of **built environments**

**Focus Area 2:** Built Environment/Land Use (BE)



### Protection of our **natural environments, resources, and ecological systems**

**Focus Area 3:** Natural Environment, Ecosystems, Sequestration (NE)



### Management and reduction of **waste and consumption**

**Focus Area 4:** Consumption and Solid Waste (CW)



### Strengthening of **community** to promote adaptations and collaborative culture that will allow all residents to thrive despite climate setbacks

**Focus Area 5:** Community Resilience & Preparedness (CR)

Lake Forest Park will achieve these Climate Action Plan goals by following strategies and implementing actions in five focus areas, detailed below.





## Focus Area 1: Transportation & Mobility

Vision of the future: Low-to-no carbon transportation options are safe, clean, accessible, affordable, and widely used.

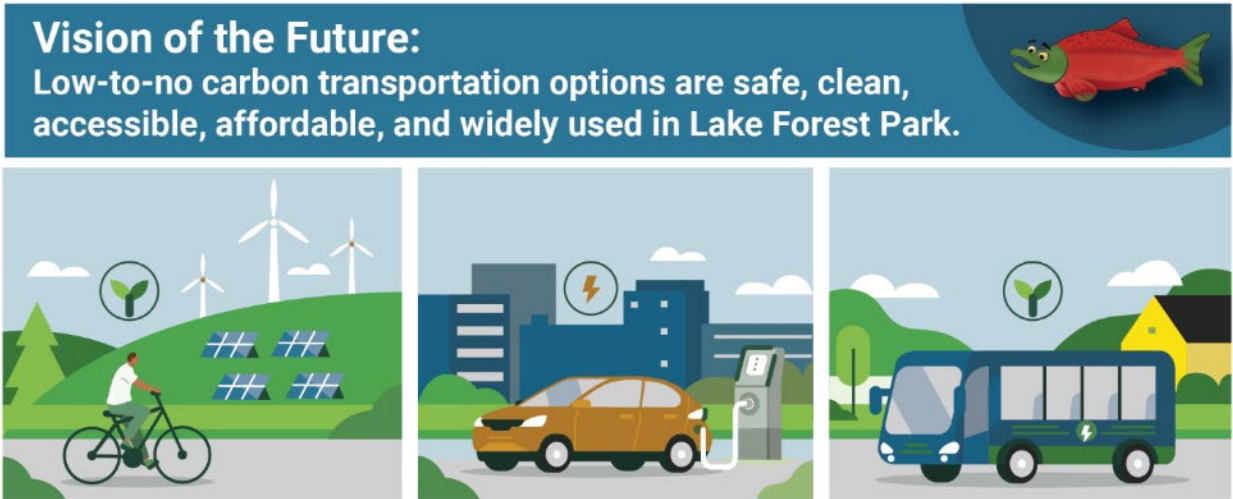
Table 4. Transportation and mobility goals and community priorities

Goal	Community Priorities
<ul style="list-style-type: none"><li>• Reduce GHG emissions from transportation by transitioning to electric vehicles (EV's), expanding shared transportation options, and promoting improvement of cycling and pedestrian networks.</li><li>• Advocate for greener forms of long distance travel to reduce GHG emissions.</li><li>• Accelerate the Lake Forest Park Safe Streets program to meet emissions goals.</li></ul>	<ul style="list-style-type: none"><li>• According to survey results, residents are driving less and walking and biking more. They are rethinking air travel, reducing the number of cars in their household, and purchasing or considering purchasing an eclectic vehicle.</li><li>• Residents are also adopting battery electric and hybrid vehicles (in 2022, 3% of personal passenger vehicles owned by Lake Forest Park residents were battery electric and nearly 6% were hybrid).</li></ul>

According to survey results, in 2020, about 55.2% of Lake Forest Park residents drove alone to their place of employment. An additional 8.8% carpoolled; 8.8% used public transportation; 5.0% walked, biked, or used another means to commute; and 23.2% worked from home.

In the survey, one community respondent stated, “we should bike when we can, we should ride-share as much as possible, we should use the bus and light rail more”.

Figure 6. Low-to-no carbon transportation options in Lake Forest Park





## Transportation and Mobility Strategies & Actions

### STRATEGY 1: ACCELERATE ELECTRIC VEHICLE (EV) ADOPTION

**Table 5.** Actions and implementation ideas to accelerate EV adoption

Ref Code	Action	Implementation Ideas
TR 1.1	Electrify the City fleet	<ul style="list-style-type: none"> <li>Develop a transition plan, then increase the number of municipal EVs to 100% by 2035.</li> <li>Purchase and deploy Electric Vehicles (EVs) to transition the City's vehicle fleet to electric by 2035 for all operationally feasible vehicles. As needed, delay purchasing replacement vehicles until EV options are available and affordable. If EVs are not available for necessary replacements, consider plug-in hybrid options.</li> <li>Increase electrical capacity and charging infrastructure at City facilities to ensure adequate capacity for fleet and employee EV charging.</li> </ul>
TR 1.2	Eliminate gasoline-powered tools	<ul style="list-style-type: none"> <li>Eliminate and publicize the transition away from gasoline-powered tools.</li> <li>Explore what other jurisdictions have done to eliminate gas-powered tools. Consider a buy-back program for gas-powered tools.</li> <li>Educate the LFP community about the value and availability of the Shoreline tool library.</li> </ul>
TR 1.3	Increase charging infrastructure	<ul style="list-style-type: none"> <li>Include language to install charging infrastructure in public facilities within the City's revised Comprehensive Plan.</li> <li>Continue to partner with Bothell, Kenmore, and Shoreline to obtain funding from the state to install charging stations along route 522, at City Hall, on route 104, and in apartments and condominiums.</li> <li>In alignment with regional efforts through WSDOT and Seattle City Light, expand the public EV charging network by assessing gaps and supporting installation of charging stations for public use on business, institutional, City, and utility properties in key areas. Install charging stations for public use at City facilities open to the public such as parks and recreation centers wherever feasible.</li> <li>Require Installation of a minimum number of charging stations in addition to electrical capacity for all new</li> </ul>

Ref Code	Action	Implementation Ideas
		multifamily residential and commercial construction and during major renovation of parking lots/ structures.
TR 1.4	Incentivize EV charging stations	<ul style="list-style-type: none"> <li>Publicize the federal rebates for EV charging stations to LFP businesses and the LFP community.</li> <li>Apply for the federal and state grant for EV charging.</li> </ul>
TR 1.5	Community education about Electric Vehicles	<ul style="list-style-type: none"> <li>Provide community education and outreach to increase EV adoption and promote existing incentives for EV purchases.</li> </ul>

## STRATEGY 2: REDUCE COMMUNITY WIDE DRIVING

**Table 6.** Actions and implementation ideas to reduce community wide driving

Ref Code	Action	Implementation Ideas
TR 2.1	Review municipal codes for emission reduction	<ul style="list-style-type: none"> <li>Develop a format for an environmental impact note for each piece of legislation.</li> </ul>
TR 2.2	Encourage transit-oriented development	<ul style="list-style-type: none"> <li>Study and support transit-oriented development and missing middle housing.</li> </ul>
TR 2.3	Develop a pedestrian and bicycle network	<ul style="list-style-type: none"> <li>Increase the network of safe bike lanes, boulevards, and trails; widen sidewalks; expand convenient transit stops; and install effective traffic signals.</li> <li>Partner with public transport services, community organizations, and surrounding jurisdictions to pilot new routes and diverse transit options (including carpooling) to improve efficiency and reliability.</li> <li>Start with strategic areas near schools and commerce.</li> <li>Identify and apply for sources of funding.</li> </ul>
TR 2.4	Secure bike storage	<ul style="list-style-type: none"> <li>Develop regulations that require bike lockers at new or major retrofits at town center, multifamily facilities, parks, and municipal facilities. Include bike lockers in the 2024-26 budget.</li> </ul>

Ref Code	Action	Implementation Ideas
TR 2.5	Expand capacity of the LFP Town Center to act as a mobility hub	<ul style="list-style-type: none"> <li>Reexamine the Town Center Zoning to ensure the Town Center becomes a shared-use mobility hub that enhances cross-community travel by transit, ride-share, electric vehicles, bike-share, and scooter-share and any means other than driving a traditional gas/diesel vehicle alone.</li> </ul>
TR 2.6	Review flex schedules for municipal employees	<ul style="list-style-type: none"> <li>Review the flex schedule annually to make sure it is working.</li> </ul>
TR 2.7	Collaborate with the cities of Shoreline and Kenmore as they adopt shared-use electric bicycle or scooter programs	<ul style="list-style-type: none"> <li>Explore with north-end cities creating a shared bike and scooter program.</li> <li>Partner with community groups to pilot an e-bike library where bikes are available to low-income community members without requiring smartphone technology and a credit card to access.</li> </ul>
TR 2.8	Consider reducing air travel	<ul style="list-style-type: none"> <li>Review the travel policy in the City and encourage staff training and professional development to take place locally.</li> <li>Conduct community education on air travel alternatives, opportunities and incentives to electrify; actions being taken at the City, state and federal levels to reduce transportation.</li> </ul>

### STRATEGY 3: IMPROVE “LAST MILE / FIRST MILE ACCESS”

**Table 7.** Actions and implementation ideas to improve “first mile/last mile access”

Ref Code	Action	Implementation Ideas
TR 3.1	Build -transit oriented development	<ul style="list-style-type: none"> <li>Uphold the GMA to prioritize dense mixed use TOD and affordable housing and update the comp plan to comply with HB 1110.</li> </ul>
TR 3.2	Expand the South Transit jitney service	<ul style="list-style-type: none"> <li>Review the South Transit jitney service in north Lake Forest Park and encourage expansion to south Lake Forest Park.</li> </ul>

## Strategies and Actions

Ref Code	Action	Implementation Ideas
TR 3.3	Support pedestrian infrastructure	<ul style="list-style-type: none"><li>Accelerate and expand safe streets programs and develop a one-way street program.</li></ul>
TR 3.5	Increase transit ridership through education and outreach	<ul style="list-style-type: none"><li>Collaborate with regional transit authorities to install reader boards and informational kiosks and use city website to better inform the community about transit options and apps.</li></ul>
TR 3.6	Support city trail system	<ul style="list-style-type: none"><li>Accelerate Green Infrastructure program</li></ul>





Focus Area 2: Built Environment/Land Use

Vision of the future: Residents live and work in energy efficient buildings powered by clean, renewable energy.

Table 8. Built environment/land use goals and community priorities

Goal	Community Priorities
<ul style="list-style-type: none"><li>• Reduce GHG emissions from buildings by reducing energy usage, electrifying buildings, and transitioning to clean and reliable renewable energy sources.</li><li>• Eliminate natural gas usage in LFP. Emissions from buildings represent 22% of total LFP GHG emissions and most of this comes from natural gas.</li><li>• Expand and incentive solar panels. As of January 2024, the only retail, commercial, or multi-family housing unit that has installed solar panels is the King County</li></ul>	<ul style="list-style-type: none"><li>• Residents want to reduce their emissions but are concerned about becoming more vulnerable to weather related events by relying only on electric. They will be looking to the City to provide solutions to some of these issues.</li><li>• One community respondent answered on the survey that the City government should install charging stations in front of city hall, and solar panels on roof of city hall". Another respondent stated that the City should "partner with the school district to educate students and families</li></ul>



Goal	Community Priorities
Housing Authority (this system likely provides about 9- to 10% of the total solar energy generated within the City).	about how they can reduce their carbon footprint at school (recycle, walk to school, carpool, compost at lunch, etc.). The next generation is worried and needs to see their city take action.



One resident on our survey asked, “If the City requires homes to be all electric - what obligation does the City have to make sure the power grid works? In case you haven't noticed - it hasn't worked very well over this winter. My gas-powered home had hot water and the ability to cook during those times. If it was all-electric - I guess I would have just sat here shivering? You can't dictate that people use one source of heat/cool/etc. and then not have that actually work - that's irresponsible.”

## Strategies and Actions for Built Environment/Land Use

### STRATEGY 1: USE CLEANER ENERGY

**Table 9.** Action and implementation ideas to use cleaner energy

Ref Code	Action	Implementation Ideas
BE 1.1	Encourage a transition from gas to electric and solar energy	<ul style="list-style-type: none"> <li>Incentivize a full transition to either electric or solar energy in existing commercial and residential buildings.</li> </ul>
BE 1.2	Encourage enrollment in Seattle City Light's Green Up program	<ul style="list-style-type: none"> <li>Encourage businesses, large energy users, and residents to enroll in Seattle City Light's Green Up program to expand the use of green energy.</li> </ul>
BE 1.3	Support community solar projects	<ul style="list-style-type: none"> <li>Add a community solar program to the legislative agenda of the City . Use incentives and partnerships to support the development of local community solar projects and micro-grids that provide alternative energy sources for critical community facilities, especially during brownouts or unexpected power loss.</li> </ul>
BE 1.4	Enact code requiring electrification	<ul style="list-style-type: none"> <li>Enact code to phase out fossil fuel infrastructure in new construction.</li> </ul>
BE 1.5	Advocate for increased electricity grid reliability	<ul style="list-style-type: none"> <li>Encourage local utilities to update regulations that increase the flexibility of the electricity grid and incentivizes large-scale energy customers to reduce their electricity use during peak times.</li> </ul>
BE 1-6	Inform and educate about green infrastructure	<ul style="list-style-type: none"> <li>Provide information about green infrastructure programs such as green roofs, thermostat technology and passive heating.</li> </ul>

## STRATEGY 2: BUILD STRATEGICALLY FOR LESS ENERGY AND CLEAN ENERGY

**Table 10.** Action and implementation ideas to build strategically for less energy and clean energy

Ref Code	Action	Implementation Ideas
BE 2.1	Increase incentives for infrastructure adaptation improvements	<ul style="list-style-type: none"> <li>• Increase incentives and promotion of green stormwater infrastructure and urban forests on developed properties, with emphasis on areas prone to urban heat islands, flooding, and identified environmental health disparities.</li> </ul>
BE 2.2	Develop green building regulations	<ul style="list-style-type: none"> <li>• Require new and retrofitted multifamily housing to have EV charging stations.</li> <li>• Restrict the addition of new gas lines and installations in residential and multifamily zones.</li> </ul>
BE 2.3	Integrate environmental justice criteria within land use decisions	<ul style="list-style-type: none"> <li>• Incorporate environmental justice criteria and priorities into zoning, land use planning, permitting policies, and development of new projects.</li> <li>• In collaboration with utilities and local jurisdictions, develop a residential home energy program to provide education, technical assistance, and financial assistance to replace gas and oil heating systems with electric heat pumps, improve home efficiency, and install renewable energy systems. Options include a rebate program, bulk-purchase retrofit campaign, or other financing mechanism. Prioritize low- and middle-income households for assistance and incentives.</li> </ul>
BE 2.4	Prioritize dense, mixed use, transit-oriented developments and affordable housing	<ul style="list-style-type: none"> <li>• Uphold the Growth Management Act and HB 1110 to prioritize dense, mixed use, transit-oriented development (TOD) and affordable housing.</li> </ul>





### Focus Area 3: Natural Environment, Ecosystems, Sequestration

Vision of the future: The community protects, conserves, and restores our natural systems, landscapes, and habitats.

Table 11. Natural environment, ecosystems, and sequestration goals and community priorities

Goal	Community Priorities
<ul style="list-style-type: none"><li>Foster climate-resilient natural landscapes by restoring natural systems, protecting vital habitats and ecosystems, and conserving water resources.</li><li>Sequester carbon while restoring and enhancing trees and waterways.</li><li>Protect Lake Forest Park’s unique resources, including its large tree canopy (50%), undeveloped watersheds (12%), and other natural ecosystems.</li></ul>	<ul style="list-style-type: none"><li>Residents value our canopy and ecosystems and seek to retain them as natural resources and community assets.</li><li>One community resident responded in the survey, “We see many stressed, dying, and dead trees in the neighborhood. When we lose our canopy, the understory suffers as well. I feel we are in danger of irreversibly and negatively impacting the area, and with loss of trees and other</li></ul>



Goal	Community Priorities
<ul style="list-style-type: none"><li>Maintain interconnected benefits and services of natural systems, such as improving mental health, offering recreational opportunities, acting as natural cooling areas during heat waves, and providing habitat for local wildlife.</li><li>Climate change strategies that focus on reducing emissions from transportation and supporting dense, walkable, transit-oriented development, should also work to protect and increase our existing urban tree canopy and restore and protect waterways to make the City of LFP climate resilient. The actions in this section enhance our efforts to protect tree canopy and waterways.</li></ul>	plant life, the region's temperatures will soar higher."

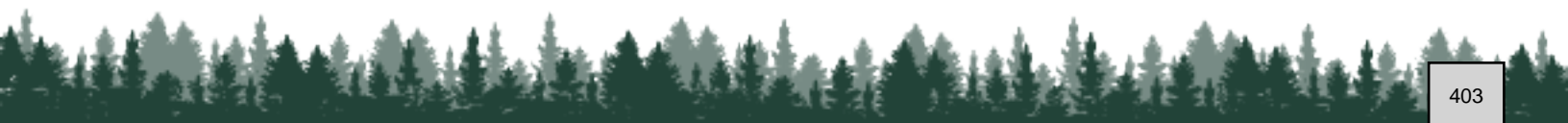
More information on tree canopy and climate change resilience and urban watersheds and climate change resilience is available in **Appendix 6: Natural Systems**.

Strategies and Actions for Natural Environment, Ecosystems, Sequestration

STRATEGY 1: MAINTAIN HEALTHY URBAN FOREST

Table 12. Actions and implementation ideas to maintain healthy urban forests

Ref Code	Action	Implementation Ideas
NE 1.1	Implement policy and practices for sustaining tree canopy	<ul style="list-style-type: none"><li>Support the Tree Board’s policy and strategies to protect large-stature species with dense wood, identify the most effective carbon-capturing trees, and develop a plan for maintaining tree canopy in perpetuity.</li><li>Adopt planning and funding programs for urban dense vegetative growth programs such as Miyawaki Forests.</li></ul>
NE 1.2	Incentivize climate-conscious tree planting	<ul style="list-style-type: none"><li>Review city policy and ordinances for planting trees around buildings to promote energy efficiency, enlarge and improve planting sites with tree longevity in mind, increase stormwater infiltration, and include trees in street improvement projects.</li><li>Implement a city open space project to plant a diverse mix of pest-tolerant, well-adapted, low-maintenance, long-lived, and drought-resistant trees to ensure greater</li></ul>



Ref Code	Action	Implementation Ideas
		resilience, while planting small groves of especially water-tolerant species in areas receiving peak volumes of stormwater runoff to reduce flooding and pollutant transport.
NE 1.3	Allocate resources for urban tree maintenance	<ul style="list-style-type: none"> <li>Require new developments to maintain new tree planting for 5 years.</li> <li>Provide information on how to plant and care for new plantings.</li> <li>Require the City to establish and adhere to a regular tree maintenance cycle with an eye towards helping protect cities and infrastructure from extreme weather events.</li> </ul>
NE 1.4	Address tree canopy cover inequity	<ul style="list-style-type: none"> <li>Supporting the Tree Board expansion of tree cover is an opportunity to address inequitable access to trees and green space.</li> </ul>
NE 1.5	Conduct outreach and education on forest conservation strategies	<ul style="list-style-type: none"> <li>Support the efforts of nonprofits to educate and engage residents on tree retention and health and the value of trees as a mitigating strategy for climate change.</li> </ul>

## STRATEGY 2: INCREASE CARBON SEQUESTRATION

**Table 13.** Actions and implementation ideas to increase carbon sequestration

Ref Code	Action	Implementation Ideas
NE 2.1	Evaluate municipal parks for greater carbon sequestration	<ul style="list-style-type: none"> <li>Support community organizations, nonprofits and the Parks Board to implement a plan to re-evaluate existing parks and other existing green areas for carbon sequestering sinks.</li> </ul>
NE 2.2	Evaluate open spaces for greater carbon sequestration	<ul style="list-style-type: none"> <li>Support nonprofits, community-based organizations, and the Planning Department to implement a plan to re-wild unused areas by converting impervious surfaces into permeable habitats.</li> </ul>

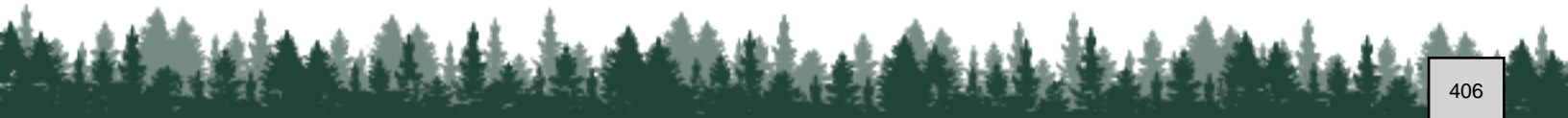
### STRATEGY 3: MAINTAIN HEALTHY WATERWAYS

**Table 14.** Actions and implementation ideas to maintain healthy waterways

Ref Code	Action	Implementation Ideas
NE 3.1	Recognize and protect all waterways	<ul style="list-style-type: none"> <li>Review and revise existing codes and ordinances to enhance protection by widening buffer zones even for minor streams.</li> <li>Coordinate with neighboring jurisdictions, cities, water districts, sewer districts, and other key partners to identify and seek state and federal funding to develop a plan to reroute the sewer system so it is out of the streams and a short-term plan to reline the sewer system to enhance reliability.</li> </ul>
NE 3.2	Safeguard our water supply	<ul style="list-style-type: none"> <li>Host four water districts to discuss and plan for safeguarding supply, encouraging conservation and reusable water containers.</li> </ul>
NE 3.3	Reduce the impact of runoff	<ul style="list-style-type: none"> <li>Review and revise building codes for new or redevelopments to require onsite stormwater control measures (SCM). (Examples of SCMs are rainwater tanks, infiltration systems that receive overflow from tanks and impervious surfaces, and biofiltration systems, rain gardens, etc.).</li> </ul>
NE 3.4	Restore water ways to enhance natural flow	<ul style="list-style-type: none"> <li>Work with federal and state agencies, neighboring jurisdictions, community-based organizations, and nonprofits to fund the removal of any impediments (concrete channels, rip-rap, culverts, etc.) to the natural flows of streams.</li> </ul>
NE 3.5	Maintain riparian environments	<ul style="list-style-type: none"> <li>Work with community-based organizations and nonprofits to secure funding to work with community groups to remove invasive species.</li> <li>Review guidelines for native plantings for the riparian environment.</li> </ul>
NE 3.6	Restore degraded stream beds	<ul style="list-style-type: none"> <li>Work with federal and state agencies and nonprofits to fund restoration of hyporheic zones of streams in heavily impacted areas.</li> <li>Research and consider re-seeding healthy benthic invertebrates into restored areas.</li> </ul>



Ref Code	Action	Implementation Ideas
NE 3.7	Reintroduce native kokanee salmonid populations ( <i>Oncorhynchus nerka</i> )	<ul style="list-style-type: none"><li>Support community-based organizations, nonprofits and residents for reintroduction programs facilitated by the Washington Department of Fish and Wildlife and Washington Department of Ecology.</li></ul>





## Focus Area 4: Consumption and Solid Waste



Vision of the future: The community practices circular economy principles, reducing resources used, reusing and repurposing materials, and recycling and composting almost all of what is left.

Table 15. Consumption and solid waste goals and community priorities

Goal	Community Priorities
<ul style="list-style-type: none"><li>Reduce waste and the GHG emissions associated with the consumption and disposal of goods and materials.</li><li>Solid waste disposal and wastewater treatment account for 2% of communitywide GHG emissions. Consuming products also creates upstream emissions from the energy and fuel used to produce and distribute goods and materials.</li></ul>	<ul style="list-style-type: none"><li>Increase effective recycling and composting in residential and businesses and demonstrate the link to climate change. One community resident responded to the survey that we should “recycle and compost heavily, use washable towels in place of paper towels, reusable bags, and limit use of plastic”.</li></ul>



Goal	Community Priorities
<ul style="list-style-type: none"><li>In addition to reducing emissions, waste prevention and diversion can also reduce pollution and litter. Sustainable consumption, in turn, supports Lake Forest Park businesses by promoting local goods.</li></ul>	



## Strategies and Actions for Consumption & Solid Waste

### STRATEGY 1: IMPLEMENT CIRCULAR ECONOMY IN CITY OPERATIONS

**Table 16.** Actions and implementation ideas to implement circular economy

Ref Code	Action	Implementation Ideas
CW 1.1	Reduce municipal purchase of paper	<ul style="list-style-type: none"> <li>Switch to digital whenever possible for both internal use and external uses, such as public meetings.</li> </ul>
CW 1.2	Investigate resource-sharing across municipalities	<ul style="list-style-type: none"> <li>Host a north-end cities meeting to plan for the use of shared resources such as vehicles, equipment, and cost saving ideas.</li> </ul>
CW 1.3	Develop Environmentally Preferable Purchasing Policy	<ul style="list-style-type: none"> <li>Use existing examples of purchasing policies, such as the federal environmental preferable purchasing policy, to develop a LFP purchasing policy for products or services that have a reduced effect on human health and the environment.</li> </ul>

### STRATEGY 2: PREVENT WASTE

**Table 17.** Actions and implementations to prevent waste

Ref Code	Action	Implementation Ideas
CW 2.1	Support sustainable local food economy	<ul style="list-style-type: none"> <li>Support food assistance programs in partnership with the Farmers Market</li> <li>Join the John Hopkins meatless Monday campaign and publicize it to residents.</li> </ul>
CW 2.2	Promote educational programs on waste prevention	<ul style="list-style-type: none"> <li>Revise the format of the newsletters to have a "climate corner"; distribute information and meal ideas through various city-sponsored media outlets, support the master Gardeners Program and their efforts to encourage home food growing.</li> <li>Require Republic to upgrade their community outreach on what goes where in commercial venues and expand education on household recycling.</li> </ul>



### STRATEGY 3: REDUCE INPUT TO LANDFILLS

**Table 18.** Actions and implementations to reduce input to landfills

Ref Code	Action	Implementation Ideas
CW 3.1	Mandate recycling and composting	<ul style="list-style-type: none"> <li>Revise solid waste contract to require evidence that businesses and restaurants are effectively recycling and composting and that haulers are documenting diversion rates.</li> </ul>
CW 3.2	Conduct education about zero waste programs	<ul style="list-style-type: none"> <li>Promote alternatives to single-use materials. Promote buy nothing and secondhand sales.</li> <li>Support community-based organizations and nonprofit organizations efforts to recycle more and use less plastic and recycle lithium batteries.</li> </ul>
CW 3.3	Educate Community on waste sorting	<ul style="list-style-type: none"> <li>Develop programs and signage to educate community on what is recyclable and compostable, and what is not.</li> </ul>



## Focus Area 5: Community Resilience & Preparedness

Vision of the future: People and ecosystems are healthy, thriving, and can respond and adapt to climate change.

Table 19. Community resilience and preparedness goals and community priorities

Goal	Community Priorities
<ul style="list-style-type: none"><li>• Ensure that all Lake Forest Park residents are prepared for current and future climate impacts.</li><li>• Increasing community resilience—the community’s ability to adapt and respond to unavoidable climate impacts—is a necessary part of effective climate action. We will center vulnerable and overburdened communities as we communicate and build resilience. We will work to clearly define goals and ways</li></ul>	<ul style="list-style-type: none"><li>• Climate change is happening at a fast pace with far-reaching effects. In our survey, one community respondent stated, “this will take an extraordinary cultural/paradigm shift at all levels (individual to global systems). A gradual rebuild of society in order for all the interconnected systems to be healthy is the only solution.”</li></ul>



Goal	Community Priorities
partnerships between individuals, communities, and the City to attain those goals.	

## Strategies and Actions for Community Resilience & Preparedness

### STRATEGY 1: PREPARE FOR CLIMATE EMERGENCIES

*Table 20. Actions and implementation ideas to prepare for climate emergencies*

Ref Code	Action	Implementation Ideas
CR 1.1	Hire a Climate Action Plan Program Manager	<ul style="list-style-type: none"> <li>Hiring a Climate Action Plan Program Manager is necessary to oversee the implementation of the LFP CAP.</li> </ul>
CR 1.2	Create a resilience and energy subsidy information center	<ul style="list-style-type: none"> <li>Create and maintain a central resource on the City website, where federal and state incentives are posted and updated.</li> </ul>
CR 1.3	Increase resilience hubs	<ul style="list-style-type: none"> <li>In partnership with local agencies, neighboring cities and organizations, identify buildings or rooms to use as resilience hubs, for electricity, public heating and cooling centers.</li> <li>Publicize these locations through regular and routine outreach to residents.</li> </ul>
CR 1.4	Create audience specific communication strategies	<ul style="list-style-type: none"> <li>Co-create climate communications with communities and organizations —especially youth organizations —on climate and health impacts and emergency resources and warnings during extreme events.</li> <li>Create a neighborhood and youth ambassador program to train and give people the tools and resources to work with their peers to implement many of the actions identified in this plan.</li> <li>Reach out to adult care facilities and collaborate with senior centers to disseminate information on climate and health impacts, emergency resources, and warnings during extreme events.</li> </ul>



Ref Code	Action	Implementation Ideas
		<ul style="list-style-type: none"> <li>Create communication materials for non-English speaking communities.</li> </ul>
CR 1.5	Create a climate emergency management education program	<ul style="list-style-type: none"> <li>Collaborate with emergency management staff to provide community-based education and engagement activities each year to increase awareness of climate impacts and opportunities for action.</li> <li>Provide free or discounted air filter box fans to vulnerable community members.</li> </ul>
CR 1.6	Educate residents about Northshore Emergency Management Coalition (NEMCO)	<ul style="list-style-type: none"> <li>Support NEMCO efforts to provide information and facilities to deal with extreme weather and plans for respite locations from the impacts of heat, cold, flooding, (e.g., cooling stations and emergency housing plans).</li> </ul>

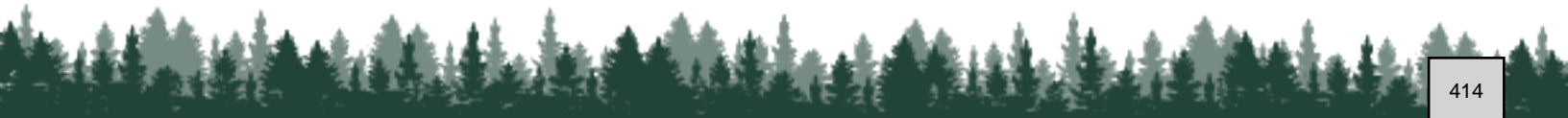
## STRATEGY 2: INCREASE ADAPTIVE CAPACITY AND RESILIENCE

**Table 21.** Actions and implementation ideas to increase adaptive capacity and resilience

Ref Code	Action	Implementation Ideas
CR 2.1	Mitigate impacts of green gentrification	<ul style="list-style-type: none"> <li>Mitigate impacts of green gentrification by pursuing community centered anti-displacement strategies (e.g., eviction prevention and cash assistance) and expanding access to affordable housing resources such as home ownership strategies and climate-related home improvements.</li> </ul>
CR 2.2	Utilize Washington State Department of Transportation (WSDOT)'s vulnerability assessment information	<ul style="list-style-type: none"> <li>Identify potential climate vulnerabilities (e.g., flood prone roads, landslides areas, canopy areas especially vulnerable to climate change) and assist impacted residents to create an individualized emergency action plan.</li> </ul>
CR 2.3	Provide environmental mini grants	<ul style="list-style-type: none"> <li>Provide mini grants for community climate projects, perhaps in partnership with Kenmore and Shoreline. Consider funding projects that either reduce GHG emissions or build community climate resilience and provide highest funding levels for community-driven projects.</li> </ul>



Ref Code	Action	Implementation Ideas
CR 2.4	Facilitate multi-jurisdictional collaboration	<ul style="list-style-type: none"><li>Continue to collaborate with nearby municipalities on ways to empower our constituents to reduce their carbon footprint and to proactively plan for climate impacts.</li></ul>





# Section 3: Implementation Plan

# Implementation Plan

## Overview

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When implemented, the strategies and actions outlined above will move us toward a low-emissions, resilient Lake Forest Park. The Climate Action Committee worked to gather input from the LFP community and have worked to incorporate equity considerations into the action plan.

A strong implementation plan will include the identification of a timeline, estimated costs, lead departments, community partners (e.g., public utilities, King County Library System (KCLS), Shoreline School District, neighboring cities, Rotary), and more (current actions, existing legislative processes, etc.) for each action outlined above. It will also require a defined process for accountability.

To successfully implement the LFP Climate Action Plan, the CAC recommends that the City hire a full time staff member to lead implementation. The urgency of action on climate change and of designing an implementation plan and acting on that plan, argue for bringing in a full-time paid professional staff member for LFP. Climate Staff/Managers in Shoreline and Kenmore are working with the LFP Climate Action Committee on outreach and educational events, and their positions can be models for the role of a similar hire in LFP.

The effective impacts from our efforts, measured in achievement of specific GHG reduction targets specified in the implementation plan and greater community resilience, will require coordination and cooperation between the City government, the LFP Climate Action Committee, and the LFP community. Guidance for a hiring committee in the form of potential interview questions for such a position are given in **Appendix 7: Hiring Committee Guidance for a city Climate Action Plan Program Manager**.

## Equity Considerations

Implementation of the CAP will rely on continued leadership from the City and the CAC, continued engagement with the LFP community, and the ongoing collective action from LFP residents and businesses. Here are some guiding questions that can be used in implementation:

- **Disproportionate impacts.** Does the action generate burdens (including costs), either directly or indirectly, to communities of color or low-income populations? If yes, how can we mitigate these impacts?
- **Shared benefits.** Can we target the action's benefits in progressive ways to reduce historical or current disparities? Are the benefits dispersed equitably?
- **Accessibility.** Are the action's benefits broadly accessible to households and businesses throughout the community—particularly communities of color, vulnerable and low-income populations, and businesses owned by women, people of color, and emerging small businesses?

- **Alignment and partnership.** Does the action align with and support existing priorities of communities of color and low-income populations? Are there opportunities to leverage resources and build collaborative partnerships?
- **Accountability.** Does the action have appropriate accountability mechanisms to ensure that communities of color, low-income populations, or vulnerable communities will equitably benefit and not be disproportionately harmed?

## Climate Action Plan Program Manager

Under the general supervision of the LFP City Administrator, the Climate Action Plan Program Manager will be responsible for implementing the City's Climate Action Plan (CAP) to achieve the City's GHG emission reduction targets and to ensure the development of community resilience to extreme climate and weather events. The Climate Action Plan Program Manager will coordinate across all City departments and the community and monitor and evaluate the City's progress towards meeting climate goals.

The manager's responsibilities will include:

- Oversight and accountability of meeting LFP climate goals.
- Formation of partnerships with government partners and nonprofit and community-based organizations to advance emission reduction.
- Pursue grants and partnership opportunities to support implementation of CAP actions. Includes identification of/application for state and federal grants.
- Annual reporting to the City Council, Climate Action Committee and community on implementation, challenges, and overall progress on meeting GHG reduction goals.
- Develop budget and work plan recommendations for City Council consideration each biennium to support CAP recommended actions. Management of allocated budgets.
- Identify CAP-related advocacy items for inclusion in the City's annual legislative priorities.
- Create community resources, update the web, and write articles and newsletters.
- Ensure equitable implementation and access to resources for all residents

## The Role of the LFP City Government

**Vision:** Community members and City government are informed and active in local climate action and work together to meet emission reduction targets.

The City of Lake Forest Park must provide leadership in eliminating GHG emissions, mitigating impacts, and building a resilient city. An example of leadership: the community needs an information hub, a place for citizens to find up to date information, including on rebates. The City will continue to lead and coordinate implementation of the actions and strategies identified within the CAP.



City operations that produce GHG emissions include fleet vehicles, employee commutes, electricity to power municipal operations, and gas used in power tools. The City can adopt actions that reduce emissions and increase community resilience while also acting as a model and resource for LFP residents. This section provides specific strategies and associated actions that can be taken by the city government that create regulations that generate a sustainable future by eliminating GHG's in government operations and in transit, enhancing our natural resources, and ensuring our residents reduce consumption and build resilience to climate change.

The City will prioritize adoption of actions to eliminate municipal GHG emissions and integrate climate considerations into city reporting and decision-making while increasing community awareness and empowering community resilience to climate changes.

## The Role of the LFP Climate Action Committee

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The CAC was formed to represent the diversity of the community and with three year terms to provide opportunities for interested citizens to participate and allow new voices to be heard. The CAC will continue to serve the LFP City Council and LFP Community. In the next phase, the role of the CAC, in collaboration with the City Council, will be to:

- Collaborate with the Mayor, City Council and City Administration on the best ways to reduce emissions.
- Provide outreach to the community, acting as a liaison between the City and the residents of LFP (e.g., tabling at community events).
- Create and host workshops and other events in partnership with neighboring cities.
- Write articles for newsletters, Instagram, Facebook and other sources.
- Continue to be partners in implementation of the climate action plan.
- Develop model climate-related legislation for the City to be presented to the City Council for consideration.

## The Role of the Community and Individual

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### Role of the Community

Community support and participation are key to achieving community-wide emission reduction and climate resilience goals. The City will continue to proactively seek community input on implementation of the actions and strategies to ensure equity and reflect the unique needs of the LFP community. Throughout implementation of the strategies and actions, the CAC and LFP staff will continue to engage LFP community members in decision-making processes. Ongoing community engagement will be a critical to support all the strategies and actions identified in Section 2 and will be an essential element for the actions in **Table 22**.

**Table 22.** Actions with essential community engagement components



## Transportation and Mobility

**TR 1.5** Community education about electric vehicles

**TR 2.2** Encourage transit-oriented development

**TR 2.5** Expand capacity of the LFP Town Center to act as a mobility hub



## Built Environment / Land Use

**BE 1.1** Encourage a transition from gas to electric or solar energy

**BE 2.3** Integrate environmental justice criteria within land use decisions

**BE 2.4** Prioritize dense, mixed use, transit-oriented developments and affordable housing



## Natural Environment, Ecosystems, and Sequestration

**NE 1.4** Address tree canopy inequity

**NE 1.5** Conduct outreach and education on forest conservation strategies

**NE 3.2** Safeguard our water supply



## Consumption and Solid Waste

**CW 2.1** Support sustainable local food economy

**CW 2.2** Promote educational programs on waste prevention

**CW 3.2** Conduct education about zero waste programs



## Community Resilience and Preparedness

**CR 1.2** Create a resilience and energy subsidy information center

**CR 1.3** Increase resilience hubs

**CR 2.1** Mitigate impacts of green gentrification

Community members can support CAP implementation in a variety of ways by participating in the process, including by:

- Staying informed about climate change and resilience and sharing opportunities to reduce personal GHG emissions and help implement the CAP with friends, family, and neighbors.
- Volunteering to help with education and outreach and implementing specific actions suggested here.
- Advocating for funding for converting energy systems in our homes and buildings, redesigning our transportation systems, and more by engaging with local, regional, state and federal representatives.

Lake Forest Park and neighboring communities are starting to become actively involved and taking action related to reducing emissions and preparing for changes to come.

Individual actions and those done in conjunction with neighbors and friends are key to our community's ability to come together in our work towards a climate changed future. Specific actions we can do now as the implementation plan is finalized are listed below. **Appendix 1: Past and Present Actions Implemented in LFP** is intended to be a living document that will become part of the information hub and/or available through the City's website, maintained by the LFP CAC.

## Individual Actions

To support implementation of the CAP, the City of LFP asks the LFP community to think about both climate change mitigation and resilience. Consider engaging with friends, family, and neighbors to:

- Learn about climate change and new building and energy options
- Talk about climate change and new building and energy options
- Pursue civics learning sessions/field trips, e.g., where does our water come from? Where is our water treated? Where does our waste go? How/where is hydropower made? What are other renewable energy resources in our state?

Implementing individual actions to address climate change may vary across the LFP community, recognizing that each LFP community member has access to varying resources, knowledge, and expertise. Some specific actions that community members can take to increase climate resilience include:

### TRANSPORTATION

- Walk, scooter or bike for short range
- Use public transportation, carpooling and trains when possible
- Telecommute, if possible
- Reduce air travel and/or use carbon offsets

## HOUSEHOLD/BUILT ENVIRONMENT

- Plan for purchase of electric tools, vehicles
- Join a tool library
- Wash clothes in cold water, air dry on clothesline
- Get ready to replace appliances with energy efficient models (Energy star rated) and prepare for home upgrades with reduced energy requirements
- Update to Energy Star fixtures

## CONSUMPTION/LAND USE

- Plant trees in town center parking lots
- Reduce meat and dairy consumption
- Recycle and compost more
- Plant native species
- Garden, grow your own food, get a pea patch
- Purchase and sell clothing from consignment stores
- Reduce food waste
- Shop locally
- Join the King County Library System for books and other media
- Bring your own reusable cup/water bottle, cutlery

## PROTECT THE ENVIRONMENT

- Volunteer with local environmental groups
- Reduce use of pesticides and fertilizers
- Build [Miyawaki forests](#) in LFP, similar in strategy to the one built at the Shoreline Historical Museum
- Encourage stream restoration on private and public property

## ADAPT

- Get or make an air purifier
- Prepare household and car emergency kits
- Support and volunteer at Shoreline Tool Library
- Facilitate or join workshops (e.g., [Climate Fresk](#)) and book clubs



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# Appendices





# Appendix 1: Past and Present Actions Implemented in LFP

The City of Lake Forest Park has some experience with planning for the environment. For example, the city was among the first cities to use integrated pest management on public property. The City's first Climate Action Plan was developed in 2008. The city purchased hybrid vehicles for the police department. The Climate Action Committee is encouraging the City to increase its efforts to meet the GHG emissions goals.

## PART A. Past Actions to Reduce GHG

**2008:** The first formal action of the City of Lake Forest Park to address climate change was a [climate action plan](#) written for the City of Lake Forest Park by Emily M. Templin at the University of Washington Evans School of Government. It focused on city actions to reduce GHG emissions. The 2008 recession limited action taken by the city. Two important products that came from this were are:

- Completed a municipal and community greenhouse gas (GHG) emission inventory
- Developed a suite of potential greenhouse gas reducing actions at the community and municipal level.<sup>1</sup>

**2019:** Lake Forest Park City Council voted to join the [King County Cities Climate Collaborative \(K4C\)](#) in 2019, thus committing to reduce city-produced greenhouse gas emissions to 50% of 2007 levels by 2030 and 95% by 2050.

**June 2022:** Lake Forest Park City Council unanimously voted to create The LFP Climate Action Committee of 11 residents with the specification that 2 would be students, and all would be confirmed by LFP City Council. The committee's mission was to design a Climate Action Plan guiding the city towards equitable actions to fulfill its commitment of rapid GHG reduction and to increase community resilience to climate change impacts.

**2008-2023** Since the first Climate Action Plan in 2008 through the present, the City has implemented:

- **Lights out** City Hall lights are almost all LED. The conversion of remaining lighting is scheduled. Many of the rooms have motion sensors that turn off the lights if there is no activity in the room.
- **Computers off** The City established a practice that computers automatically go into energy saving mode when not in use.

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<sup>1</sup> Lake Forest Park Preliminary Greenhouse Gas Inventory and Proposed Climate Action Plan, *Emily M. Templin*, page 6

## Appendix 1: Past and Present Actions Implemented in LFP

- **HVAC (heating, ventilation, and air conditioning systems) Maintenance** The HVAC systems are regularly maintained and upgraded. HEPA filters that filter out dust, pollen mold, bacteria and airborne particles have been installed.
- **Appliance replacement** The appliances are certified as Energy Star efficient.
- **Solar Panel Installation** Municipal sites are being investigated for the potential installation of solar panels.
- **Electrical Conversions** City has plans to purchase its first electric vehicle in 2024. Landscaping equipment is being transitioned to battery-powered (blowers, mowers, chainsaws, etc.).
- **Alternative Transport Incentives for government employees** In addition to Bike to work Month implemented each May since 2009, the City has instituted work from home policies.
- **Expansion of Recycling Programs** – The City recycles LDPE plastic within City Hall Compost bins have been added in meeting rooms, kitchen, and bathrooms. Battery recycling for the public is available at City Hall.
- **Environmental Purchasing Program** The City has instituted a practice on food service containers. The city shall not provide, purchase or use non compostable food service containers, straws, lids, and utensils at any city facility or city-sponsored event. All parties who contract with the city shall be prohibited from using non compostable food service containers, straws, lids, and utensils in city facilities or on city-funded projects within the city. (Ord. 1224 § 2, 2021; Ord. 1181 § 1, 2018)
- **Going Digital** The City Council has shifted from providing paper Council packets to purchasing portable computers and providing electronic versions of packet materials. City departments have shifted toward digital systems and have gone paperless where feasible.

## PART B. Current Opportunities for Coordination with other LFP efforts

List/describe Other existing LFP City Planning efforts, citywide strategic initiatives, and committees/organizations with efforts that are synergistic with our focus of mitigating emissions and adapting our community and environment to climate impacts.

### EXAMINE THE MUNICIPAL CODE:

City of LFP Adopted provisions – e.g., building codes, environmental protection, planning and land use (What regulations have been passed that support climate safety/preparation/protection/emissions?)

- Tree Ordinance
- Land Use Ordinances
- Storm water runoff ordinances
- Water Quality ordinances
- Compost/recycling/solid waste management/landscaping
- Initiatives/Agendas/legislative priorities – e.g., culverts, stormwater management, transportation...
- Stewardship committee
- Parks committee
- Planning commission

# Appendix 2: K4C database – City Operations

Puget Sound Regional Emissions Analysis Project - Geographic GHG Inventory Database - Sept 2022

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**Total Emissions by Jurisdiction (MTCO<sub>2</sub>e)**

Activity_Type	Lake Forest Park
<b>Built Environment</b>	<b>22,501</b>
Electricity	451
Commercial	0
Industrial	0
Residential	451
<b>Natural gas</b>	<b>19,349</b>
Commercial	2,035
Industrial	0
Residential	17,314
<b>Other sources</b>	<b>2,700</b>
Fuel oil	2,076
Residential propane	624
<b>Refrigerants</b>	<b>7,048</b>
Refrigerants	7,048
<b>Solid Waste &amp; Wastewater</b>	<b>1,755</b>
Solid waste generation and disposal	1,755
Compost	437
Landfill	1,318
<b>Transportation &amp; Other Mobile Sources</b>	<b>68,787</b>
Aviation	31,908
	31,908
<b>Off-road equipment</b>	<b>6,049</b>
	6,049
<b>On-road vehicles</b>	<b>30,829</b>
Freight and service vehicles	1,836
Passenger vehicles	28,993
<b>Total</b>	<b>100,091</b>

Page 3 of 10

Total By Sector Total by Jurisdiction Total by Jurisdiction - Table

Type here to search OneDrive - Personal

Puget Sound Regional Emissions Analysis Project

<https://your.kingcounty.gov/dnrp/climate/documents/puget-sound-regional-emissions-project-summary.pdf>

# Appendix 3: Regulations

## Regulations enacted at federal, state, and regional levels that will affect implementation

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(info below comes from [Burien CAP](#), reference if this info is used in this section)

- Washington's Climate Commitment Act, which places an economy-wide cap on carbon to meet state GHG reduction targets and remain consistent with best available science, while minimizing the use of offsets. It works in concert with the state's Health Environment for All (HEAL) Act to assess environmental justice (EJ) impacts and direct 35-40% of investments to overburdened communities. The HEAL Act defines EJ in state law and embeds it in state agency work including engagement, budgeting, funding, and strategic planning. Among its requirements are that 40% of investments in climate-related actions be directed to overburdened communities.
- Washington's Clean Energy Transformation Act (CETA) requires a phase-out of coal by 2025, carbon-neutral electricity sales by 2030, and 100% clean energy by 2045. Utilities are the primary implementer of CETA.
- The Washington State Clean Buildings Act establishes a state energy performance standard, natural gas conservation standard, and other measures for new and existing large buildings over 50,000 square feet with an early adopter incentive program. It also directs the State Building Code Council to develop, by 2021, rules requiring EV charging capability at all new buildings with on-site parking. The greater of one space or 10% of spaces must be provided. In 2021, the legislature passed HB 1287 extending these requirements, by rule, to new single-family construction by 2024. HB 1287 also requires the Washington Department of Transportation to develop and maintain a publicly available mapping and forecasting tool with information regarding the location of EV charging infrastructure.
- Washington's Clean Fuel Standard reduces the overall carbon intensity of fuels by requiring a 20% reduction in the carbon intensity of transportation fuels by 2038, using cleaner fuels or purchasing clean fuel credits. Boats, trains, aircraft, and military vehicles, and equipment are excluded. Other legislation supports the Clean Fuel Standard. For example, SB 5811 allows Washington to adopt and implement California's stringent vehicle emissions standards. SB 5000 establishes a pilot program to exempt new and qualifying used fuel-cell-powered EVs from the sales and use tax between the years 2022–2030 (Burien Climate Advisory Group 2021).



# Appendix 4: Survey Data

The online and paper survey including both multiple choice and short answer formats was distributed via 39 unique locations including local Facebook groups, the LFP Sunday Farmer's Market, the City newsletter, Shoreline Area news, Next Door, every city board and commission, organizations located in LFP such as Rotary, the garden club and Stewardship Foundation. It was distributed to condos and rentals through the business offices, and to schools through PTAs and environmental clubs. Neighborhood associations distributed the link to their members. The survey received a total of 446 responses.

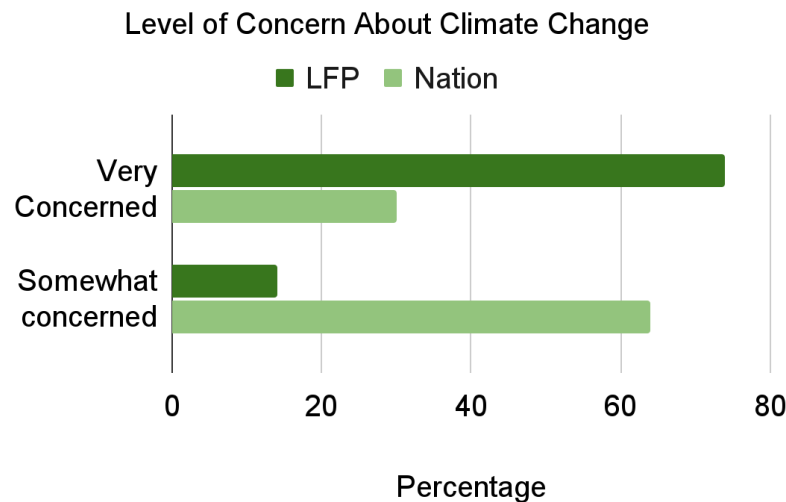
## Summary Findings

- The LFP community cares very much about climate change (Figure 1).
- LFP should partner with neighboring cities as we address climate issues (such as Energysmart eastside).
- Individuals in the community gather climate information from many different sources.
- Residents need support, e.g. information, subsidies and role models, to ease the path to adapting to rapid transformations in transportation, energy and infrastructure. Sacrifices and tradeoffs at all levels are needed and education and outreach can help.
- Respondents shared ideas to inform education and outreach efforts.

## Current Attitudes and Practices of LFP residents

### THE COMMUNITY CARES VERY MUCH ABOUT CLIMATE CHANGE.

Figure 1: Our LFP survey asked residents “How concerned are you about climate change?” a question directly comparable to one asked by Yale Climate Communications, who surveyed the nation in July 2022.



In LFP, 74% of survey takers are very concerned about climate change and 14% somewhat concerned. Across the nation, 30% say they are very concerned about climate change and 64% say they are at least somewhat concerned or worried about global warming. (88% in LFP are either very or somewhat concerned; 94% of Americans are either very or somewhat concerned)

## Who makes up the LFP Community? Who responded to our survey?

267 of the 446 survey respondents answered our demographic questions.



Figure 2. Almost half of our respondents live in 2-person households. Average household size of 2.5-2.6 is shown in both the census and LFP CAC survey populations.

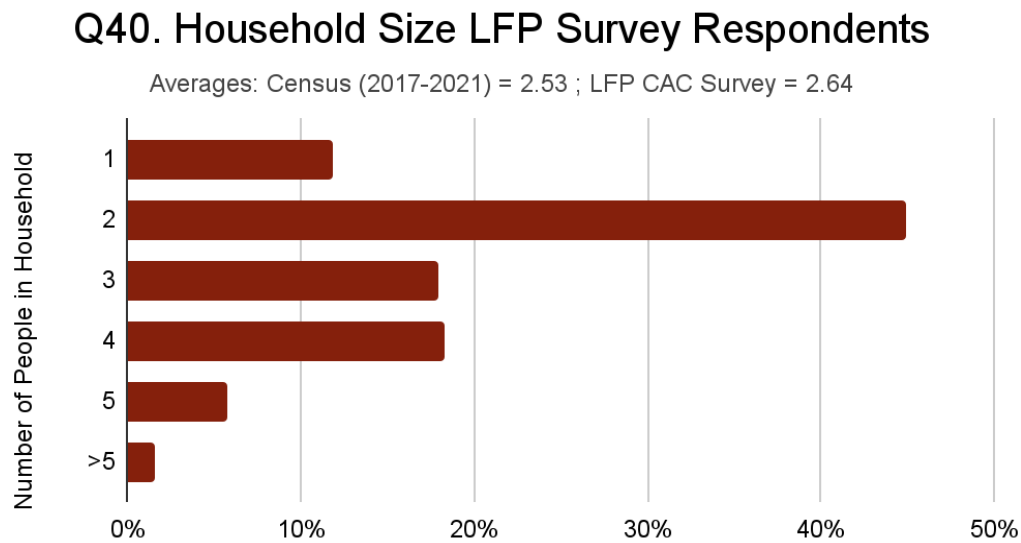


Figure 3. Individuals identifying as female are overrepresented in our survey, as compared with population numbers based on 2020 census data.

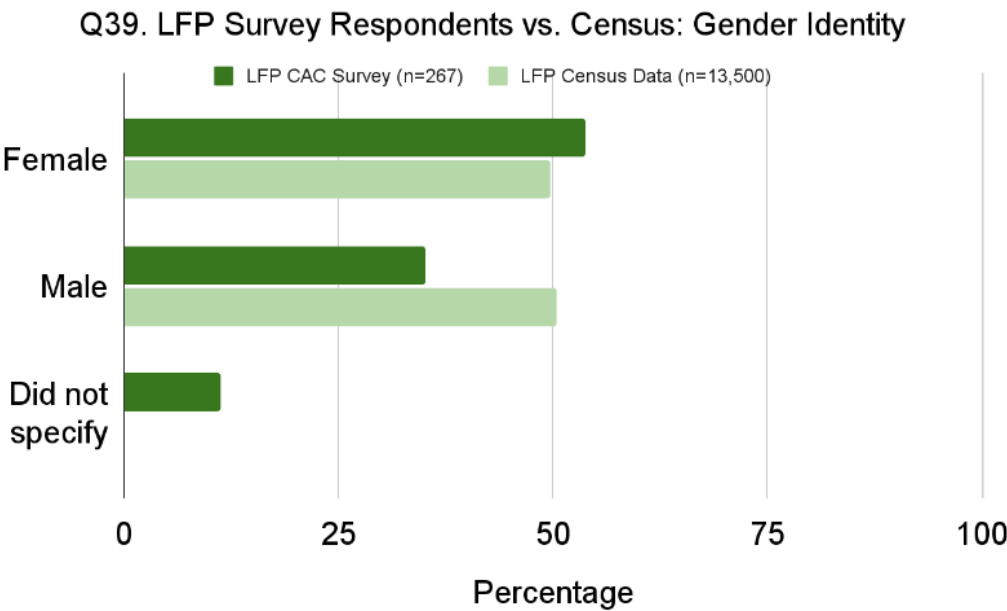


Figure 4a. Age of people in households surveyed.

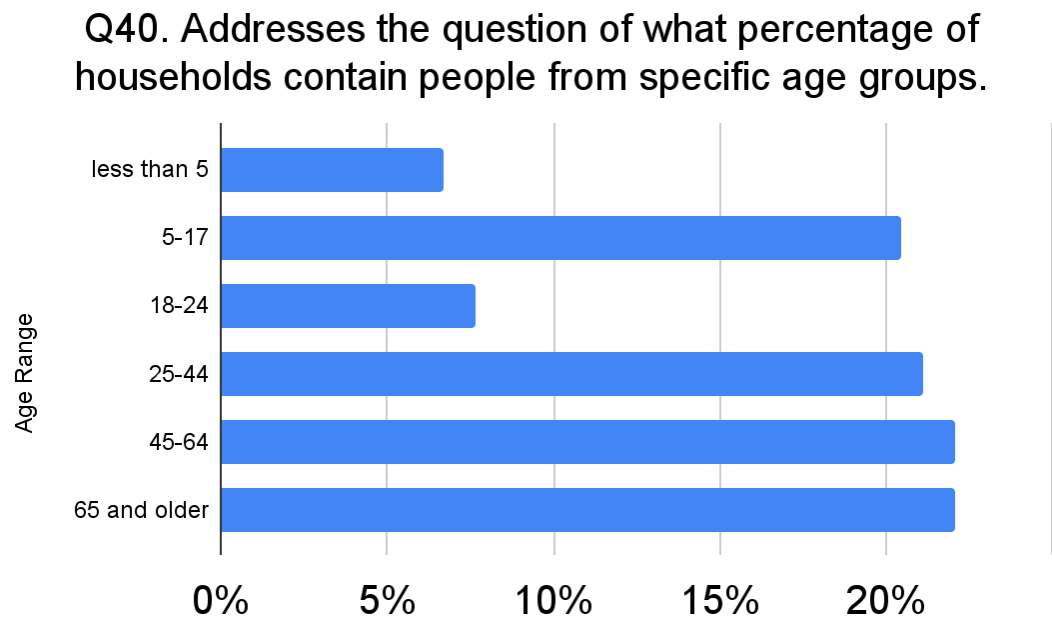
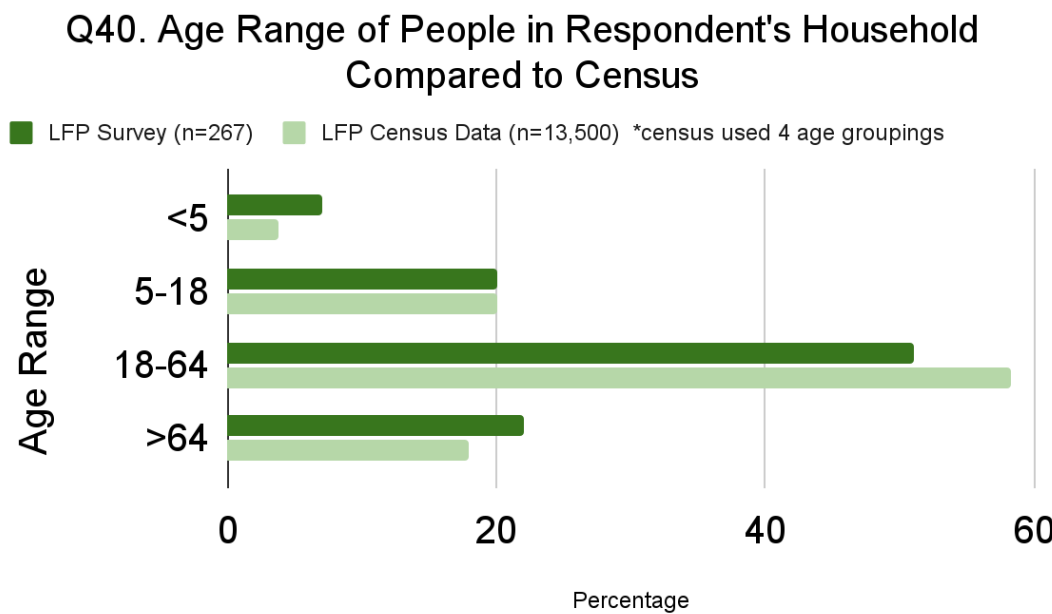


Fig 4b. Most households contain people between 18 and 64, a grouping used by the census.



Most (85%) who answered the survey own their homes and 92% live in LFP. 7% rent homes and 6% (27 people) selected “other,” which included those who rent apartments. Those who do not live in LFP live primarily in Shoreline or other neighboring cities.



## When asked in what ways they have been affected by climate change, smoke from forest fires was foremost on their minds.

Q4 In what ways have you been affected by climate change? (check all that apply). Answered: 442 Skipped: 4

79% (350)	Experienced negative effects of smoke from forest fires
49% (217)	Feeling uncomfortably hot or cold in my home
51% (224)	Seeing changes in water levels of lakes and streams
48% (211)	Noticing differences in the plant and animal life in my neighborhood
16% (69)	My family or friends have experienced catastrophic effects of climate change
10% (44)	None of the above

Respondents were given the opportunity to select “other” and specify. 80 responses, a few cited eco-anxiety and others pushed back on efforts to address climate change (e.g. “Climate change has always existed. It’s a good thing. Many people choose to live in areas with distinct seasons so there is variety in their lives. The same can be said of climate change, ...it offers variety and unpredictably, ...again, great things to many people.” and “Watching my tax dollars get sucked into black holes of spending trying to combat something that isn’t changeable.”)

Summary of “Other” responses to Question 4

# of responses	Response Type, generalized	Summary statement of responses to “in what ways have you been affected by climate change?”
28	Phenomena/ Earth cycles	Changes in weather patterns, fire, snowpack and other atmospheric events
22	Unconcerned	Not concerned or in denial of climate change
21	Climate Anxiety	Personal feelings of anxiety and emotions for themselves and future generations
16	Local ecology	Observable impacts to surroundings plants, animals and other ecology
3	Outliers	A couple of questions were not responsive

## Are LFP residents developing resiliency to the impacts of climate change?

When asked how they are responding to the impacts of climate change, LFP residents are primarily limiting activities outdoors and adding air filters and AC units or heat pumps. Some are modifying their gardens.

## Appendix 4: Survey Data

Q5. What are you doing as a result of the changing climate? (check all that apply)

71% (316)	Limiting my activities outdoors due to increased amounts of smoke
46% (203)	Adding indoor air filters
41% (182)	Adding AC units and/or heat pump(s)
38% (169)	Changing my landscaping to native plants/pollinators
13% (59)	Planting trees to provide shade (in consultation with an arborist)
12% (53)	None of the above

### Responses

- Other (please specify)
- 28.22%
- 125
- Total Respondents: 443

## What are residents already doing to minimize their contribution to climate change?

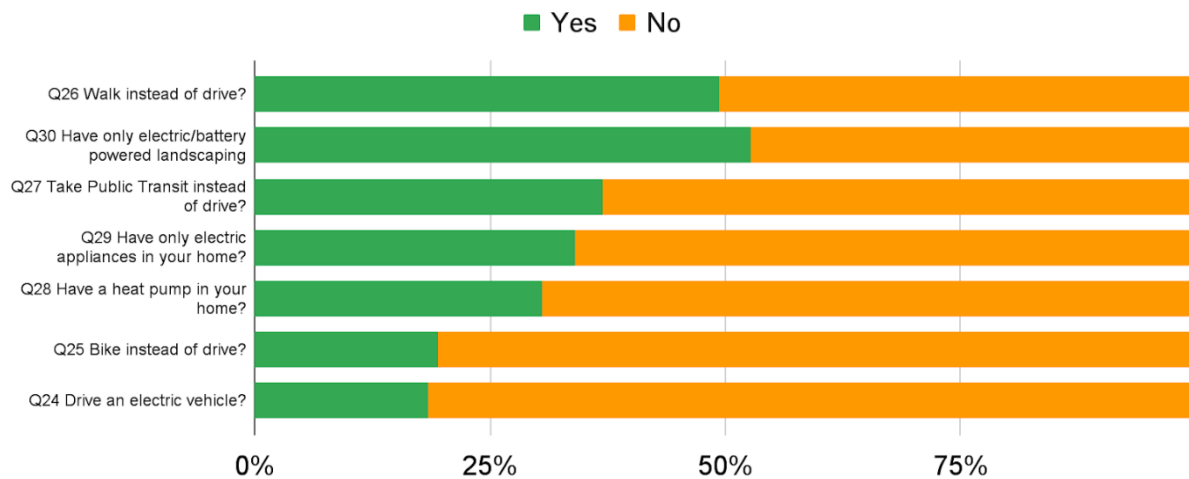
Half are choosing to walk rather than drive, with fewer than 25% biking or driving electric vehicles.

Questions 24 through 30 asked about what ways the respondent is minimizing their contribution to climate change.

- Q26 Walk instead of drive?
- Q30 Have only electric/battery powered landscaping equipment?
- Q27 Take Public Transit instead of drive?
- Q29 Have only electric appliances in your home?
- Q28 Have a heat pump in your home?
- Q25 Bike instead of drive?
- Q24 Drive an electric vehicle

## Appendix 4: Survey Data

There are a variety of ways we can minimize our individual contribution to climate change. Do you currently....

Reasons respondents **DO NOT** drive an EV.

# of responses	Working title	Descriptive sentence
123	Cost of an EV	The cost of an EV is prohibitive.
71	Current vehicle works	The current vehicle is working for now for the owner.
47	Charging Infrastructure and range	Concern about charging structure and the range for EV driving.
20	EV not the solution	The cost and energy used to build and operate an EV are not climate friendly.
7	Next Purchase EV	These residents are planning to purchase an EV.

Reasons respondents **DO NOT** bike.

# of responses	Working title	Descriptive sentence
85	Accessibility Issues	A significant number of respondents had accessibility issues with biking— i.e., age, disability
62	Infrastructure	Concerns about safety and lack of infrastructure
60	Local topography	Concern about hilly topography and bike infrastructure

## Appendix 4: Survey Data

36	Bike not feasible	Long distance to work and/or work requirements
32		These respondents expressed no desire to use a bike
25	Children and cargo	These respondents expressed concerns with transporting children and cargo.
14		Shut-ins or work from home
9	E Bike	These respondents ride an e-bike
3	Cost	Concerns about expense and affordability

Q 27-Reasons people **DO NOT** take public transportation.

# of responses	Working title	Descriptive sentence
140	Not convenient	There are not enough routes (miss 522) and the busses are too infrequent
43	Health and safety	The bus passengers could have covid, there are homeless people on the bus and they are filled with bacteria
27	Occasional users	Use the bus and rail occasionally
12	Work from home	Shift to work at home or the responders just don't use transit
5	Prefer driving	These respondents liked the freedom that driving provides
Reasons people DO take public transportation		
74	Convenience	Public transportation goes where they travel, saves money on parking and ease to get downtown
27	Environmental	Uses public transportation because of environmental concerns
19	other	Not responsive or an occasional user
7	Not convenient	Uses occasionally, but would use more if it were more convenient
5	Enjoyment of safety	The transit is safe and easy to use



## Appendix 4: Survey Data

Reasons people **DO NOT** have electric appliances in their homes:

Number	Descriptive sentence
97	Already have gas appliances, renters, and legacy owners
47	Cost to convert and cost of electricity is too high
32	Gas is superior
28	Prefer gas for cooking
19	Gas for reliability and capacity issues inside and outside the home.

Q 30 Reasons people use electric powered landscaping equipment.

# of Responses	Working title	Descriptive sentence
55	Environmental Concern	The primary concern is the environmental impact of gas tools.
46	Less Noise	Electric equipment is quieter and gives off fewer fumes.
37	Convenience	Electric tools are cheaper or easier to use.

Q 30 Reasons people don't have electric powered landscaping equipment.

# of Responses	Descriptive sentence
69	not useful information; might rent; or has a gardener and doesn't provide additional information
37	completely against electric tools
34	cannot afford to switch or are delaying but plan to switch
16	in process of replacing tools with electric or battery
13	hand tools are low maintenance environmentally concerned

Q 26 Reasons people do/don't walk.

# of Responses	Descriptive sentence
91	Walking is too far, too hilly, and takes too much time.
67	I walk when possible
65	I walk because it's good for my health

## Appendix 4: Survey Data

37	Walking is too dangerous there aren't enough sidewalks
35	I live close to shops and walk close distances.
28	I have health issues or I'm too old to walk.
25	Walking is fun.
11	I can't carry things like my groceries.

## What are LFP residents' preferred priorities for reducing CO<sub>2</sub> emissions that cause warming?

Most popular answer was partnering with other cities to influence climate friendly policy changes.

Questions 7 to 22 asked respondents about what priorities the city should prioritize. Partnering with other cities to influence climate friendly policy changes received the most "high" ratings. Most of the suggestions were rated as either high or medium priority by over 75% of the respondents. The least popular option, Q21, requiring every homeowner selling their home to provide potential buyers and energy audit was rated low priority by over 50% of the respondents. Complete responses are presented in the table and figure below.

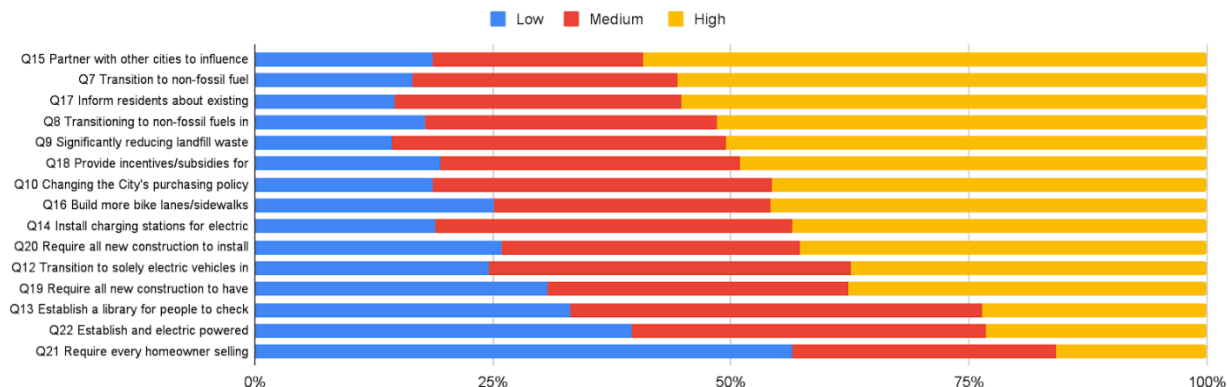
Table of responses to Q7 to 22.

Strategy	Low Priority (#)	Medium Priority	High Priority
Q15 Partner with other cities to influence climate friendly policy changes	76	90	241
Q7 Transition to non-fossil fuel transportation (electric vehicles, biking, etc.)	70	118	235
Q17 Inform residents about existing incentives/subsidies for people and businesses to transition to non-fossil fuels	60	123	226
Q8 Transitioning to non-fossil fuels in homes, businesses, school buildings, and city buildings	76	130	218
Q9 Significantly reducing landfill waste generation	61	150	215
Q18 Provide incentives/subsidies for people and businesses to transition to non-fossil fuels	80	129	201
Q10 Changing the City's purchasing policy	78	149	191
Q16 Build more bike lanes/sidewalks	102	118	186

## Appendix 4: Survey Data

Q14 Install charging stations for electric vehicles	77	152	177
Q20 Require all new construction to install heat pumps	105	127	173
Q12 Transition to solely electric vehicles in the City's fleet	100	155	152
Q19 Require all new construction to have non-gas appliances and/or heating	124	127	152
Q13 Establish a library for people to check out electric/battery powered landscaping equipment	135	176	96
Q22 Establish and electric powered community shuttle	160	151	94
Q21 Require every homeowner selling their home to provide potential buyers an energy audit that defines household energy uses, losses and potential improvements	231	113	65

We can utilize strategies or actions like those listed below to reduce our community's contribution to climate change. Do you think our City should make these strategies a high, medium or low priority? (Ordered for graph with highest



## "Other" Strategies City should Try

# of responses	Category of Response	Summary statement
34	Not Relevant	Answers not relating to the question or not yet possible
28	Transportation	Providing clean transportation and encouraging walking and biking
19	Unconcerned/against change	Residents blame the government and have a disbelief in the problem

## Appendix 4: Survey Data

13	Green spaces and trees	Installation/protection of already existing trees and green spaces
10	Alternative energy sources	Encourage solar power and hydro power instead of fossil fuels and gas
4	Zoning housing and infrastructure	Support/against zoning that would make denser housing and communities
3	Emergency response	Have emergency fund for emergency event response to extreme weather events

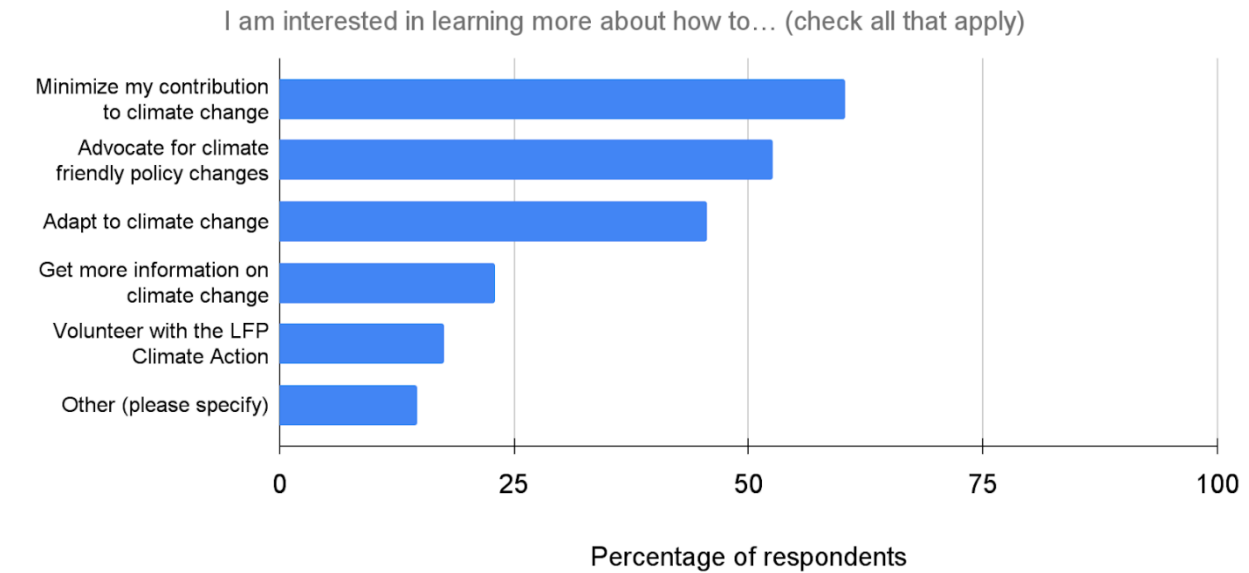
Other ways respondents are minimizing individual contribution to climate change.

# of responses	Working title	Descriptive sentence
57	Recycle	Recycle as much as possible and expand opportunities to recycle and to reduce and eliminate plastics.
49	Conservation of heat and water resources	Residents took specific actions to conserve heat and water including short showers, not watering lawns, diet considerations—vegan and vegetarian diets and now having children.
27	Less travel	Residents are traveling less especially by airplane, working from home and consolidating car trips.
19	Local shopping and reuse	Residents are shopping locally if they can consolidate deliveries and shopping at re-use stores.
16	More Composting	Residents are composting on site and using commercial composting (Ridwell and Republic)
3	Vote	Residents vote and encourage others to vote for people who support their point of view

Over half of survey respondents want help figuring out how to minimize their contribution to climate change and want to learn more about being an advocate for climate friendly policy change.

When asked what they wanted to learn more about, the most popular response was minimizing their contribution to climate change (60% of respondents), and almost as popular was learning more about advocating for climate friendly policy change (53%). Of the 5 options listed (see figure below) the least popular was getting more information on climate change (23%) and volunteering with the LFP Climate Action Committee (17%).





Get more information on climate change	23% (50)
Minimize my contribution to climate change	60% (131)
Adapt to climate change	46% (99)
Advocate for climate friendly policy changes	53% (114)
Volunteer with the LFP Climate Action Committee	17% (38)
<a href="#">Responses</a>	15%
Other (please specify)-these were not informative	(32)



## People in Lake Forest Park are getting climate information from a wide variety of sources.

- 47% or 127 get info from friends and family
- 17% or 47 get info from school or college
- 41% or 125 people get info from social media and websites (see table below)

When asked where else they find useful climate information 79 indicated newspapers (yay!), see Tables below for detail.

Q 34 Where else do you find useful climate information and guidance?		
# of Responses	Working title	Descriptive sentence
79	News papers	respondents got information from newspapers most noted were the New York Times and the Seattle Times.
23	Organizations	Respondents got information from organizations, usually ones they were members of, from the Audubon to the Rotary to the Garden Club.
21	Internet	most mentioned generic Internet sites several listed scientific sites general to scientific.
21	Journals, books, magazines	in depth, long format articles and books
6	government	Government official publications from cities and other sources
5	skeptics	Did not think climate change was an issue didn't look up anything

Where are you getting your information on climate?

Number	Source
6	Lake Forest Park Stewardship Foundation
5	People for Climate Action
3	League of Women Voters Climate Committee
2	Shoreline trees
2	Puget Sound Aquarium
2	Democratic Party Climate Committee
2	Sierra Club
2	350 Seattle
2	Stop the Money Pipeline
2	CA Families

## Appendix 4: Survey Data

1	Native Conservation
1	Mountains to Sound Greenway
1	5 Acre Woods
1	StreamKeepers
1	Global Warmer Policy
1	Native Plant Society
1	Sea Green Leadership
1	Washington Environmental Voters
1	LFP for Peace
1	Ground Zero Center for Nonviolence
1	Pass the New Green deal
1	Earth Corp
1	Front and center
1	Grace Cole
1	CCL Citizens Climate lobby
1	Program on Climate Change -UW
1	Paws
1	Climate reality
1	Friday for the future
1	PNW Climate Alliance
1	Rotary Environmentally Sustainable Committee
1	Master Gardeners
1	Climate Action Committee
1	Climate Hawks
1	Shoreline Museum
1	Water District
1	PSAKA
1	Nature Conservancy

Where are you volunteering in groups whose goal is to address climate change?

Number	Source
7	LFP Stewardship Foundation including Grace Cole
4	People for Climate Action
3	StreamKeepers
3	LWV Climate Committee
2	Save Shoreline trees
2	Puget Sound Aquarium
2	350 Seattle
2	Stop the Money Pipeline
2	LFP Climate Committee

## Appendix 4: Survey Data

2	Sierra Club
1	Nature Conservancy
1	Mts to Sound Greenway
1	5 Acre Woods
1	Kenmore Water Activity Club
1	Global Warming Policy Foundation
1	Dayenu (?)
1	LFP Climate Action Committee
1	Washington Native Plant Society
1	Seattle Green Partnership
1	Earth Corp
1	Front and Center
1	CCL Citizen Climate Lobby
1	Program on Climate Change at UW
1	PAWS Wildlife facility
1	Climate Reality Project
1	Fridays for the Future
1	Pacific Northwest Forest Climate Alliance
1	Whale Scout
1	Climate of Hope
1	Climate hawks
1	Coltura
1	Climate Action for Families
1	LFP Water District
1	Shoreline Historical Museum
1	Green new deal coalition
1	Democratic Party Climate Committee
1	Nature Conservancy
1	WA Environmental Voters
1	LFP for Peace
1	Ground Zero
1	Center for Nonviolent Action Poulsbo
1	Shoreline school district Resource Conservations advisory Committee
1	Master Gardeners
1	Rotary Environmental Sustainability Committee



# Appendix 5: Demographic Data

## POPULATION

The 2020 US Census (US Census Bureau 2020) reports that Lake Forest Park has a population of 13,603 persons. The median age for Lake Forest Park residents is 42.6 ( $\pm 2.6$ ). About 18.2% of the Lake Forest Park population is 65 years old or older. The largest Lake Forest Park racial/ethnic groups are White (73.6%) followed by Asian (11.2%) and Two or More races (10.7%).

## MEDIAN INCOME

The median household income of Lake Forest Park households was \$152,010, significantly higher than the statewide median income of \$91,306. However, about 3.2% ( $\pm 1.1\%$ ) of Lake Forest Park residents live in poverty.

# Appendix 6: Natural Systems

## Green Spaces and Climate Change Resilience

Urban green spaces can help mitigate climate change by sequestering atmospheric carbon (from carbon dioxide) in tissue and by altering energy use in buildings. Understanding an urban forest's structure, function and value can promote management decisions that will improve human health and environmental quality. Specifically, the urban forest can help improve air quality by reducing air temperature, directly removing pollutants from the air. Emissions of pollutants into the air can result in changes to the climate (FNCA, 2018). Pollution removal by trees in Lake Forest Park was estimated using field data and recent pollution and weather data available. For complete details, see the Tree Inventory Report (City of Lake Forest Park 2023).

Climate Change will directly and indirectly affect the urban forests of Lake Forest Park.

1. Changing plant hardiness zones by a half zone towards the end of the century (Kim, et al. 2012) by shifting seed transfer zones around the Salish Sea for western redcedar, western hemlock, and Douglas-fir further northwest, or disappear by the end of the century.
2. Increase the likelihood of winter kill (unnatural warming followed by rapid cooling)
3. Favor many populations of tree pest and pathogen
4. Alter water cycles by increasing winter precipitation and summer evaporation and transpiration.
5. More frequent and intense extreme weather events increase the likelihood of severe flooding, which may uproot trees and cause injury or death to tree root systems if waterlogged soils persist for prolonged periods.

Proactive management is necessary to protect urban forests against climate-related threats, and to sustain desired urban forest structures for future generations. Seattle recently formed the Urban Forestry Core Team (2020) to provide better oversight of their urban forests to facilitate existing policies, programs, regulations, and incentives that are used to manage Seattle's urban forest and combat climate change.

Specifically, urban green spaces can mitigate climate change effects by (from World Resource Institute):

1. Acting as a yearly net carbon removal resource.
2. Reducing economic costs from climate change adverse effects. Conserving forests and avoiding forest degradation is the most cost-effective strategy to lower emissions. Trees can provide significant benefits for adaptation by providing buffers to certain climate risks and making urban spaces more livable.
3. Improve residents' health and life expectancy. Urban trees provide many benefits beyond climate mitigation and adaptation, including improving residents' health and well-being by decreasing high blood pressure, reducing stress, and improving mood, boosting

## Appendix 6: Natural Systems

immune systems, reducing the risk of some psychological disorders, and supporting mental development in children.

Urban green spaces have recently been shown to have positive effects on resident health and cognitive abilities.

1. Green spaces are linked to an improved mental health state due to COVID-19 lockdowns. Londoners in closer proximity to nature and parks reported better mental health than those living further away from nature and parks during COVID-19 lockdowns. (Lee et al. 2023)
2. Being in nature can improve mental health and cognitive function (Bratman et al. 2015). Also, just by looking at a picture of a green roof on a computer instead of concrete, increased cognitive function. (Lee et al. 2015)
3. Nature can make us physically healthier. This study shows post-stroke patients who had more exposure to green space survived longer than those with less green space access. (Wilker et al. 2014)

Any Urban Forest policy should be constructed as comprehensive considering future populations, commit to race and social initiatives that are proactive in promoting equity and environmental access for all citizens.

Strategies to preserve and restore urban green spaces of Lake Forest Park should include (Safford et al., 2013):

1. Climate Smart policies and protections for urban trees. Urban forest managers can help aid reductions efforts by preferentially allocating resources to trees that are more effective at mitigating emissions. These should include protecting large-stature species with dense wood, identifying the best carbon-capturing trees, and maintaining tree canopy in perpetuity.
2. Green Corridors provide both ecological services, such as habitats and resources for urban wildlife; but also providing services to urban populations such as mobility networks and access to green spaces through the provision of sustainable and active transport routes that link transport with mixed land use (residential, commercial, education, recreation etc.) and open spaces.
3. Smart Climate-conscious tree planting. Planting trees around buildings to promote energy efficiency, enlarging and improving planting sites to improve tree longevity and increase stormwater infiltration, and including trees in street improvement projects. Planting a diverse mix of pest-tolerant, well-adapted, low-maintenance, long-lived, and drought-resistant trees ensures greater resilience, while planting small groves of especially water-tolerant species in areas receiving peak volumes of stormwater runoff reduces flooding and pollutant transport.
4. Allocate resources for urban tree maintenance. Establishing and adhering to a regular maintenance cycle can help protect cities from extreme weather events. Young trees must be pruned early and often to encourage development of strong branching structures that are less vulnerable to storm and wind damage, and hazardous or diseased trees must be removed.

## Appendix 6: Natural Systems

5. Mitigate effects of climate change inequities based on social and cultural classes. Expanding tree cover is an opportunity to address inequitable access to trees and green space.
6. Enhance collaborative governance across traditional boundaries to engage constituents, increase environmental and political awareness across generations, and enable communities to better address complex issues such as climate change. Due to limited staff and budget resources, many cities rely on partnerships with private landowners, organized citizen groups, and nonprofit agencies to effectively manage urban ecosystems. In some areas, citizens participate in advisory commissions that provide input to local officials on policy and regulations governing urban forests. In others, partnerships promote innovative greening strategies that complement or augment existing programs.

## Urban Watersheds and Climate Change Resilience

Urban watersheds are key contributors to climate change mitigation strategies and protecting urban stream environments should be considered a high priority in terms of climate resilience and adaptation.

The ecological, functional value of streams in urban environments can be divided into four categories: biodiversity, maintaining hydrological processes, improving climate, and providing direct and indirect financial benefits. Watersheds in the city will help even out temperature deviations both during summer and winter. The vegetation associated with streams, known as riparian zones, reduces the temperature of the surrounding area during the summer by shading and evapotranspiration (Walsh et al., 2005).

Climate Change will directly and indirectly affect the urban watersheds of Lake Forest Park by:

1. Increased magnitude and unpredictability of flows
2. Increased water temperatures, elevated nutrient, and contaminant concentrations.
3. Decrease in the number and variety of plant and animal communities. Many of the effects of climate change on stream ecosystems are indirect via effects on riparian vegetation and canopy structure.

Lake Forest Park offers a unique glimmer of hope given our large tree canopy cover and large greenbelts associated with the two main watersheds, McAleer and Lyon Creek Basins. However, unless high priority in preventing further development and disruption of these basins is implemented, Lake Forest Park may concede to the constraints that most other urban areas cannot avoid.

Specifically, urban watersheds can mitigate climate change effects by:

4. Acting as green corridors or natural air vents because they create air flows, thus contributing to the renewal of the air we breathe and the control of pollution in the atmosphere.



## Appendix 6: Natural Systems

5. The riparian zones filter air by holding suspended dust particles induced from the road traffic, the building activities, and they enrich the atmosphere with oxygen.
6. The vegetation and the soil of streams contribute to the retention and infiltration of the rainwater and the reduction of the surface runoff which can constitute a significant flood prevention mechanism.
7. Hosting a variety of habitats of plant species, birds and animals and facilitating species migration by connected species-rich areas, act as corridors which are suitable for wildlife habitat and migration and can be the tool to mitigate habitat loss and fragmentation and conserve biodiversity.
8. Offer social values such as recreational use, participation, nature and scenery, sanitary management, and water safety as being important factors relating to public perception of urban stream corridors and greenways.
9. Provide scientific information and function as indicators of the state of the urban environment.
10. Venues for ecological and environmental education. The City of Lake Forest Park should have an obligation to educate children about the environment surrounding them and the role urban streams play in the environment and how they are connected and affected by negative impacts on them.

Successful rehabilitation of urban watersheds can only be achieved once stormwater management and the spatial distribution of water storage are re-established and protected throughout the urban basin. There are five principles for urban stormwater management as proposed by Walsh (2016).

1. Ecosystems to be protected must be identified, and objectives for their ecological preservation must be set.
2. Prevent significant runoff volumes from reaching the stream so that the interplay between evapotranspiration, infiltration, and streamflow should resemble predevelopment conditions.
3. Stormwater control measures (SCMs) should yield flow regimes that resemble the predevelopment regime in both quality and quantity.
4. SCMs should be able to store water from high flow events so that the frequency of disturbance to biota does not increase in comparison with predevelopment conditions.
5. SCMs should be implemented on all impervious surfaces in the catchment of the target stream. Examples of SCMs are rainwater tanks, infiltration systems that receive overflow from tanks and impervious surfaces, and biofiltration systems.

Strategies to preserve and restore the watersheds of Lake Forest Park should include:

1. Restore geomorphology through channel rehabilitation by replacement of concrete or riprap streambed with a more natural substrate, such as gravel and sand, and, in cases where banks cannot be re-naturalized, the incorporation of engineering-based methods, such as porous concrete that allows the development of riparian vegetation.

## Appendix 6: Natural Systems

2. Maintaining riparian environments by removal of invasive species and establishing buffer zones for riparian environments.
3. Restoration of stream hyporheic zones have also been key mitigation for salmon recovery programs. Restoration of hyporheic zones in heavily impacted areas should be prioritized and can be done relatively cheaply. Re-seeding healthy benthic invertebrates into restored areas should be researched and considered.
4. Establish routine biological monitoring annually to assess stream health through macroinvertebrate assemblages (Biological Integrity of Benthic Invertebrates [\(B-IBI\)](#)). This can be done with community involvement and educational outreach programs.
5. Reintroduction of native kokanee salmonid populations (*Oncorhynchus nerka*) into both Lyon and McAleer Creek basins, as outlined by Lake Sammamish Kokanee Work Group (KWG). Salmonid populations are keystone species and play an essential role in the health and function of ecosystems. Both Lyon and McAleer Creek basins once had large populations of this native species of landlocked salmonid kokanee, as outlined by Lake Sammamish Kokanee Work Group (KWG). Salmonid populations are keystone species and play an essential role in the health, resilience, and function of ecosystems. Keystone species will be vital components of ecosystem resiliency during climate change.

Any Urban Stream policy should be constructed as comprehensive considering future populations, commit to race and social initiatives that are proactive in promoting equity and environmental access for all citizens.

# Appendix 7: Hiring Committee Guidance

## Guidance for a hiring committee in the form of potential interview questions for a city Climate Action Plan Program Manager

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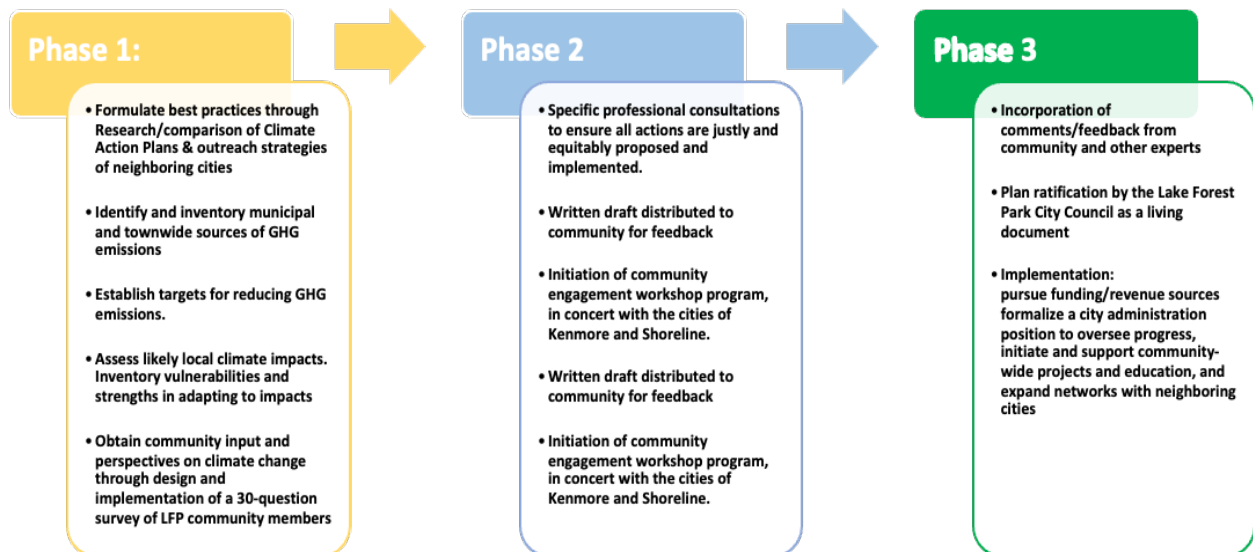
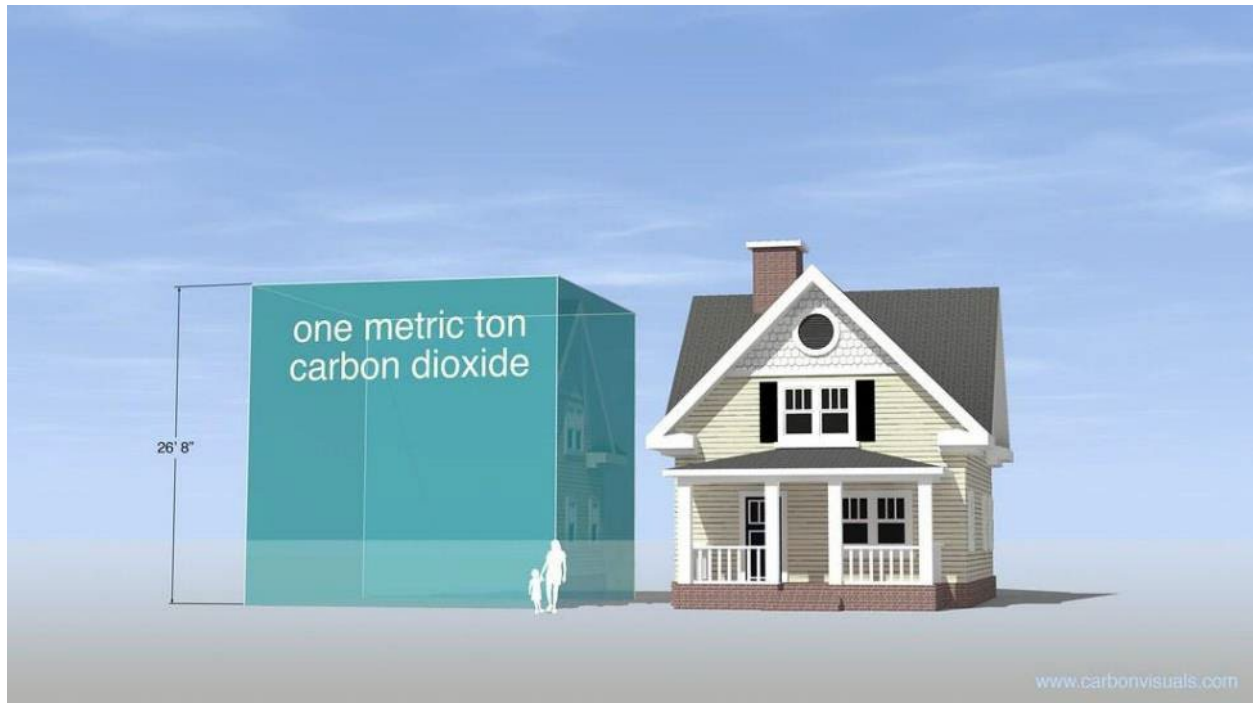
As the city's first Climate Action Plan Program Manager, what steps would you take in the first six months to develop and begin implementing the Climate Action Plan? What outcomes would you try to achieve by the end of that period?

What is your experience working with communities, including (for example) conducting research and education outreach? Based on that experience, how would you approach building the relationships, both internally and externally, that are needed to achieve the City Council's program goals and priorities? Who would you engage? What strategies might you employ to secure the parties' support and engagement?

Give an example of a project that required you to research, collect, analyze, organize, synthesize, and present a variety of data accurately and clearly in both written and graphic form.

What does diversity, equity, inclusion and accessibility mean to you in the context of the Climate Action Plan and its implementation?

In thinking about your goals for the next stage or phase of the Climate Action Plan and the Climate Action Committee, what is one area that you need to focus on to grow and develop your skills for achieving those goals?





# Appendix 8. Climate Change Impacts

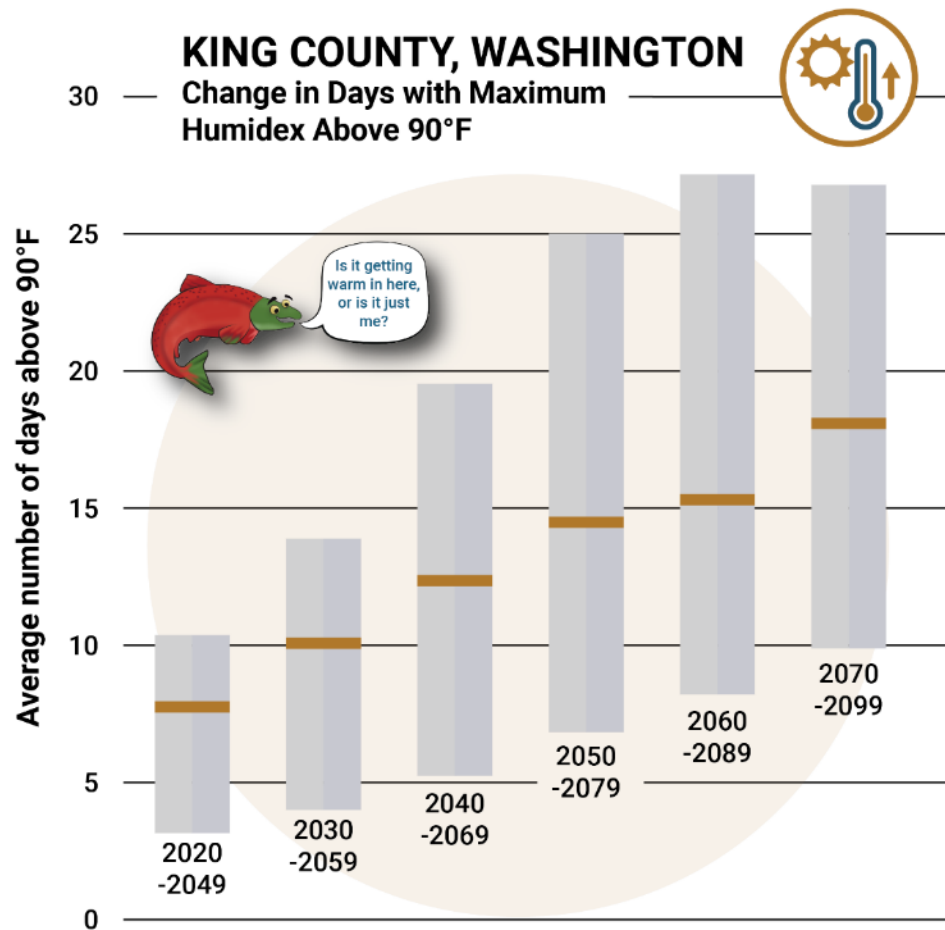
Key climate change impacts facing Lake Forest Park are increasing temperatures and extreme heat, changing precipitation patterns, and increasing wildfire severity and hazardous air. Leadership from the city in preparing for these events can empower residents to take action, create a sense of shared mission, and support emotional well-being.

## Increasing Temperatures & Extreme Heat

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Temperature is what is measured by a thermometer; when you add in humidity, that is the heat we feel. An index called Humidex represents a combination of humidity and temperature that is used to describe and model heatwaves. The western U.S. is experiencing more frequent multi-day heat waves, which are more widespread, hotter, and longer lasting than in previous decades according to the Fourth National Climate Assessment (USGCRP, 2018).

## Appendix 8. Climate Change Impacts

**Figure 7.** Change in days with maximum humidex above 90 degrees across 30-year increments

Heat events in King County in the future are shown in Figure 2. The graph shows results from the [Climate Mapping for a Resilient Washington](#) tool (UW CIG 2023). The graph shows a best-case scenario future in which we curb emissions significantly to prevent average temperatures rising more than 1.5°C. Even in this scenario, King County would average 2-3 more extreme heat days each year between 2030-2059 than in the current 30-year period.

We are concerned about this continued increase in hotter average temperatures and associated heat waves in Lake Forest Park because they result in (Lemery and Auerbach 2017):

- Increases in heat-related illness and death, especially for children, the elderly and individuals with asthma, chronic obstructive pulmonary disease, and other breathing issues.
- Increased incidences of diseases carried by mosquitoes, ticks, and other vectors that thrive in

*Climate change amplifies existing risks and disparities, such as chronic health conditions, social and environmental circumstance, and pollution exposure, which can result in variable impacts on vulnerable communities within Lake Forest Park.*

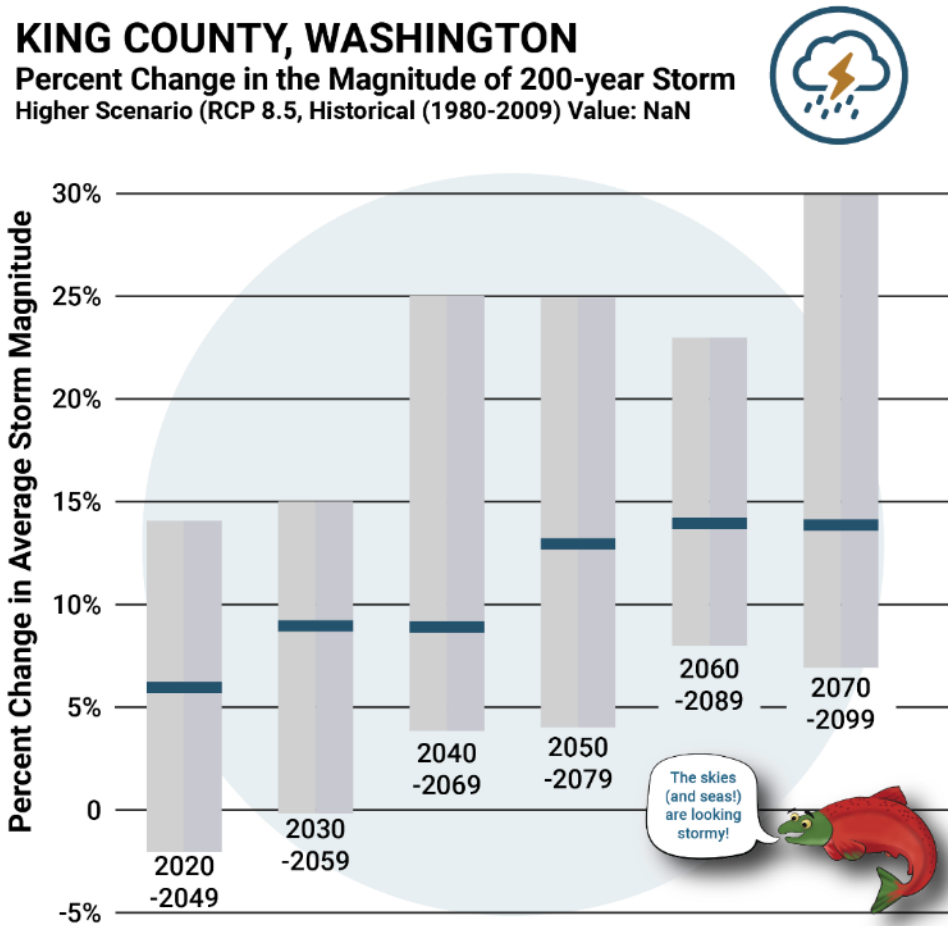
Appendix 8. Climate Change Impacts

- warm and humid climates. Waterborne diseases will also become more common.
- Damages to, and accelerated deterioration of, important elements of infrastructure: energy systems, buildings, water conveyance and treatment systems, roads, railways, and areas with tarmac.
  - Decreases in the amount of oxygen the water can hold, which will compromise habitats for many aquatic animals. Low-oxygen conditions also promote blooms of harmful algae and bacteria that poison streams and waterways.

Changing Precipitation Patterns

Heavy rain and snow events are becoming more common across the country. Over the past several decades, increases in the temperature of the Pacific Ocean have driven warmer atmospheric currents that transport larger amounts of moisture into the U.S. west coast. Warmer air carries more water so as air temperatures increase, these currents carry larger volumes of water. Flooding associated with these heavy precipitation events damages infrastructure and threatens the health and safety of residents.

Figure 8. Percent change in the magnitude of 200-year storms



## Appendix 8. Climate Change Impacts

In King County, the amount of precipitation in a “two-hundred year storm” (a storm of such magnitude only seen every two hundred years), could contain on average, 9% more water in 2030 than the average seen in 1980-2009 (Figure 3). This projection references a higher emissions scenario (projections for the lower emissions scenario are not modeled by “[Climate Mapping for a Resilient Washington](#)” tool).

Heavy rainfall events and flooding caused by rainfall and rapid melting of snow negatively affect the natural and built environment of Lake Forest Park by causing:

- More frequent mudslides and urban flooding, which damages homes, businesses, and roads.
- Flows of water that carry pollution and high amounts of nutrients, creating more frequent harmful algal blooms in Lake Washington and Puget Sound. In their toxic form, blue-green algae can cause illness in humans, pets, waterfowl, and other animals that come into contact with the algae. Toxic blooms can kill livestock and pets that drink the water.
- Large, rapid flow of water through streams that erodes streambeds. This erosion harms salmon populations and other aquatic life, such as by reducing salmon egg viability.

## Increasing Wildfire Severity & Hazardous Air Quality

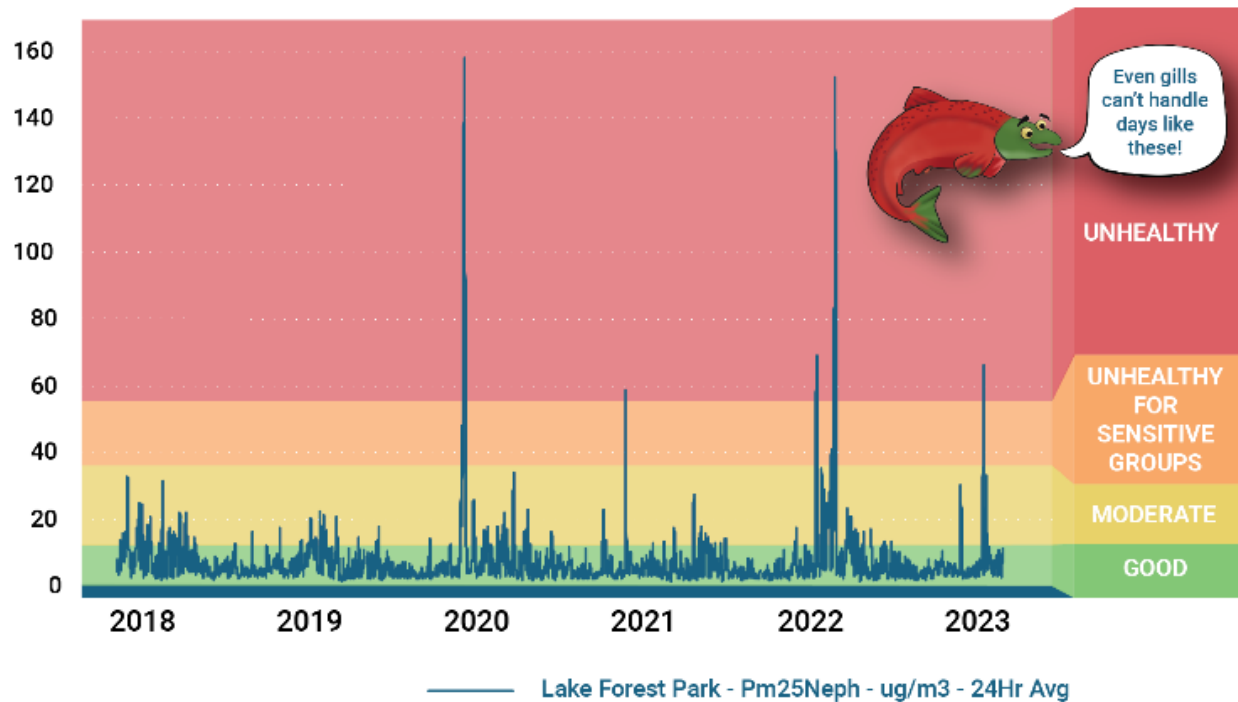
Large, severe fires in the Pacific Northwest are linked to warm and dry conditions, which will likely occur more often as the earth continues to warm ([Halofsky et al, 2020](#)). Residents of LFP should be prepared for wildfires to disrupt energy infrastructure as well as increase the number of days with unhealthy air quality (Raymond n.d.)

Even distant wildfires can negatively impact air, water, and soil quality, as smoke contains fine particles (PM<sub>2.5</sub>) and other toxic components that can travel hundreds of miles before settling out of the air (Washington Department of Ecology 2023).



Appendix 8. Climate Change Impacts

**Figure 9.** Five years of air quality data (PM<sub>2.5</sub>) in Lake Forest Park, downloaded from the [Puget Sound Clean Air Agency](#).



For one or more days in the summers of each of the last three years, residents of Lake Forest Park, as well as our surrounding land and streams, were exposed to unhealthy air caused by distant wildfires (Figure 4). Summers are cherished times for those in the PNW - times spent outdoors in our gardens, on trails, and at the beach. But unhealthy smoke exposes everyone, including outdoor workers and the unhoused, to smoke pollutants, which cause wide-ranging health consequences and overall increases in mortality. Smoke pollutants are associated with asthma and other respiratory problems, worse outcomes for birth, COVID-19 infection rates, and emotional well-being (USGCRP 2023).

**RESOLUTION NO. 1836****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, ESTABLISHING A  
CLIMATE ACTION COMMITTEE**

---

**WHEREAS**, the Administration and City Council are in agreement that climate change poses real hazards to the City of Lake Forest Park and its citizens; and

**WHEREAS**, the Administration and City Council recognize that many citizens of Lake Forest Park possess important expertise pertaining to the effects and mitigations of climate change; and

**WHEREAS**, the Administration and City Council are in agreement with and support a request received from community groups to appoint a citizen committee to develop a Climate Action Plan for the City; and

**WHEREAS**, Chapter 2.22 of the Lake Forest Park Municipal Code (LFPMC), Volunteer Commission System, provides in section 2.22.020(c) for the creation of committees on a temporary or indefinite basis to deal with a specific policy area or issue;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

Section 1. CREATION CLIMATE ACTION COMMITTEE . Pursuant to section 2.22.020(C) LFPMC, the Mayor and City Council do jointly create the Climate Action Committee. The purpose of the Climate Action Committee is to gather and analyze climate information and draft a Climate Action Plan for recommendation to the City Council.

The Climate Action Committee will be comprised of ten members including one college or high school student, to be nominated by the Mayor and confirmed by the City Council. Each member of the Climate Action Committee will be appointed to a three-year term. The Climate Action Committee will internally select a chair and vice chair, will meet at least monthly in a public meeting, and will prepare an annual work plan for approval by the City Council. The City Council will appoint a Council liaison and administrative support will be provided by the Public Works Department.

Section 2. 2022 WORK PLAN. The Climate Action Committee is first tasked with drafting a 2022 Climate Action Committee Work Plan for recommendation to the City Council and Administration. Given the high level of expertise of members likely to be appointed to the Climate Action Committee, these members are uniquely qualified to draft a first-year work plan that will move forward the purpose of creating a Climate Action Plan for the City.

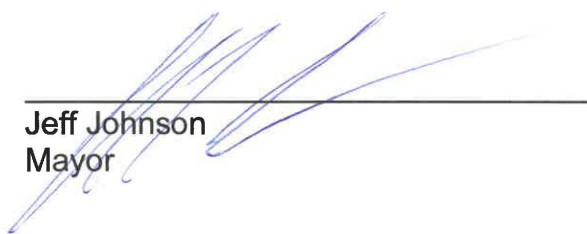
The following should be considered as the first-year work plan is drafted: review and use of existing municipal climate action plans, changes to City operations, additions and amendments to legislation, community projects, interaction with City commissions and task forces, the financial needs for creating the Climate Action Plan, and how to achieve the Climate Action Plan goals financially.

Section 3. DISBANDMENT. The Climate Action Committee may be disbanded jointly by the Mayor and City Council at any time.

Section 4. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 24th day of February, 2022.

APPROVED:

  
\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Matt McLean  
City Clerk

FILED WITH THE CITY CLERK: February 4, 2022  
PASSED BY THE CITY COUNCIL: February 24, 2022  
RESOLUTION NO.: 1836

**RESOLUTION NO. 1844****A RESOLUTION OF THE CITY COUNCIL AMENDING  
RESOLUTION 1836 OF THE CITY OF LAKE FOREST  
PARK, WASHINGTON, TO INCREASE THE NUMBER OF  
MEMBERS ON THE CLIMATE ACTION COMMITTEE**

**WHEREAS**, on February 24, 2022, by Resolution No. 1836, the Climate Action Committee was created under Chapter 2.22 of the Lake Forest Park Municipal Code and appointment of Committee members was confirmed by the City Council ; and

**WHEREAS**, while interviewing candidates for the college/high school student position for the Committee, the Administration and City Council recognized that it is in the best interest of the City to increase the size of the Committee by one member to allow for additional, exceptional candidates to serve on the Committee;; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

**Section 1. AMENDING CLIMATE ACTION COMMITTEE MEMBERSHIP.**

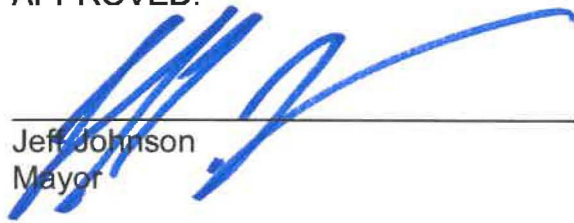
The Climate Action Committee will be comprised of eleven members including at least one college or high school student, to be nominated by the Mayor and confirmed by the City Council. Each member of the Climate Action Committee will be appointed to a three-year term. The Climate Action Committee will internally select a chair and vice chair, will meet at least monthly in a public meeting, and will prepare an annual work plan for approval by the City Council. The City Council will appoint a Council liaison and administrative support will be provided by the Public Works Department.

**Section 2. REMAINDER OF RESOLUTION.** All remaining provision of Resolution No. 1836 creating the Climate Action Committee remain unchanged.

**Section 3. CORRECTIONS.** The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 28<sup>th</sup> day of April, 2022.

APPROVED:



\_\_\_\_\_  
Jeff Johnson  
Mayor



ATTEST/AUTHENTICATED:



Matt McLean  
City Clerk

FILED WITH THE CITY CLERK: April 22, 2022  
PASSED BY THE CITY COUNCIL: April 28, 2022  
RESOLUTION NO.: 1844

# City Administrator Report City of Lake Forest Park

Date: June 13, 2024

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

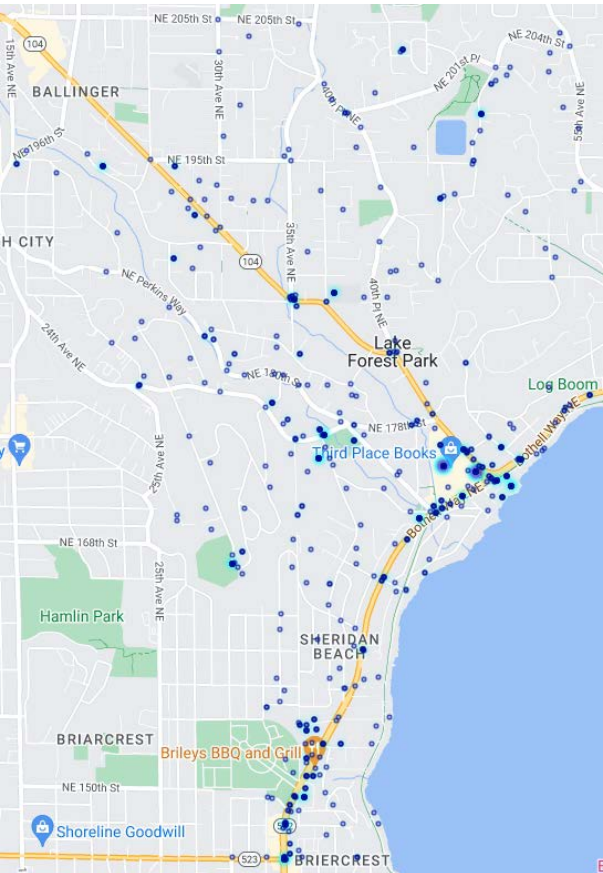
CC: Honorable Mayor Tom French  
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

## I. Intergovernmental and local issues update.

### Police Department



Police incidents heatmap for  
**May 2024:**

Each blue dot is an incident generated by dispatch or an officer.  
This map represents **869** Incidents in **May**.

Traffic Stop - General	266
Questionable Activity	79
Contact of a Person	48
E911	44
LFPPD Warrants	23
Welfare Check	21
Alarm	18
Theft	18
Traffic Accident	13
Disturbance	10
Harassment	9
Soliciting	8
Civil Issue	7
Noise Complaint	6
Mal Misch	4

**Case Reports Taken for May 2024**

Theft	12	DUI	1
Trespass	5	Trespass Warning	1
Warrant Arrest	4	Informational Report	1
Property, Found	3	Assist Outside Agency	1
Surrendered Property	2	Child Protective Services	1
Fraud	2	Graffiti	1
Motor Vehicle Theft	2	Death investigation	1
Motor Vehicle Prowl	2	Behavioral Health	1
Adult Protective Services	2	Domestic	1
Traffic Offenses	1	Hit-and-Run	1
<b>Total – 45</b>			

**Notable Incidents**

Officers were dispatched to a possible theft in progress at the Ross store. One suspect was identified, found to have a criminal history, but was not possessing any stolen merchandise so he was cleared. The other suspect gave a false name. When advised that she did not match the DOL photo with the name, the suspect gave her real name. A records check showed that she had multiple felony and misdemeanor warrants with additional flags for being armed and dangerous. One of her warrants was issued because the suspect had cut off her electronic home monitoring (EHM) ankle monitor. Officers determined that the suspect was associated with a stolen vehicle parked in the parking lot. Inside that vehicle, officers found a male subject passed out with drug paraphernalia in his lap. This subject also gave a false name to officer, but officers eventually determined his identity and found that subject also had multiple arrest warrants. Both suspects had sizeable records of robbery, theft, firearms and narcotics. As a side note, the larger purse the female had with her was found to contain stolen checks from previous vehicle prowls in other jurisdictions and she will be facing local charges for possession of stolen property. One of those victims was very happy to hear from the police and willing to press charges.

The manager at Albertson's called the police to report a week-old theft of liquor, wherein the suspect pried open the locking liquor display cabinets during business hours. The theft was discovered after the fact, and the manager delayed the reporting so they could gather video evidence for the police department. The investigation is ongoing.

A well-known subject was contacted at Grace Cole Park when an officer observed him drinking alcohol in public. The officer explained the violation and issued an infraction for the law violation. On a related note, multiple citizens contacted the PD about this person over the weekend, wishing to bring their concerns about his presence and behavior to our attention.

Officers responded to a possible collision and located a stalled vehicle with obvious new damage. The officers located an obviously intoxicated female associated with the vehicle; however, they were unable to establish that she was the one driving the car or that she had been involved in a collision. Shoreline Fire Department evaluated the subject, and it was determined that she was medically stable but completely intoxicated. The female refused all assistance and walked from the area on foot. Her vehicle was impounded by the officers.

Officers detained a known shoplifter at Albertson's after being called by employees. The detained subject was alleged to have pulled a BB gun on staff during a past incident and has been confrontational and aggressive during others. The officers were unable to establish probable cause to arrest the subject this date, however officers did issue a trespass warning to him and explained he'll be arrested if he returns.

An elderly woman with dementia went for a walk and was unable to find her way home. A citizen notified 911 they had come across the woman, who seemed confused. Officers arrived in the area to assist and were able to determine where the woman lived. The officer then walked the woman home to her husband.

A concerned citizen called the police regarding a suspicious subject watching a group of juvenile females playing pickleball at the LFP elementary school (possibly same person from recent published bulletins).

A homeless person was trespassed from the town center for attempted theft. However, instead of starting a criminal procedure, the officers decided to provide the subject with resources that could assist him. Eventually the officers transported the homeless person to a shelter in Seattle.

Officers who were conducting extra proactive patrol walked through Ross. After seeing the officers, a suspicious subject decided that he no longer wanted to "shop". He abandoned his shopping cart full of items and left.

Theft in progress at Albertsons. The suspect was caught before he could take the bus.

Two subjects acting suspiciously at Rite Aid loaded two carts full of alcohol and merchandise. Upon arrival of the officers, one subject left the scene without buying anything and the other bought only a few items.

Family members of a subject who lives in Seattle stopped by the station asking for resources for a family member who has been having mental episodes. Ofc. Robles provided resources and the family was very appreciative of the assistance received.

LFPPD officers assisted Bothell PD with a DV in progress where the suspect tried to run over the other party with a (stolen) car.



Officers responded to a civil matter incident regarding a “stop work” order. Officers spoke with the contractor, the property owner and Mr. Brown, and they were able to de-escalate the incident.

Officers assisted a Designated Crisis Responder with a possible combative subject who needed to be sent to the hospital for a mental health evaluation (ITA). The subject was taken into protective custody by the officers without use of force.

Officers responded to a collision where a vehicle was blocking the roadway (14500 block of Bothell Way NE). Upon arrival, the officers determined that the driver who caused the accident was severely intoxicated. The suspect could not perform the field sobriety tests and required transportation to the hospital by medic. Ofc. Coleman followed the medics to Northwest Hospital and obtained a search warrant for a blood draw of the suspect. It is interesting to note that the suspect fought with the Hospital security staff because she did not want to provide a blood sample (she was eventually subdued).

Officers responded to a residential burglary of a vacant rental house. The owner of the residence told the officers that the suspect(s) entered through the back sliding door. The owner was puzzled by the incident because it appeared that the suspect(s) spent some time inside the house, smoked some cigarettes, and removed a screw from the electrical box. The investigation is ongoing.

Officers assisted Bothell PD with suspicious people doing drugs inside a stolen vehicle. The vehicle took off and Bothell PD officers initiated a traffic pursuit until it was deemed too dangerous for the public (the pursuit was terminated in Monroe-our officers did not pursue).

#### **Lake Forest Park PD hosts the AXON Roadshow**



The **Axon Roadshow** visited Lake Forest Park on May 23, 2024, hosted by the Lake Forest Park Police Department. This event featured hands-on demonstrations of Axon's latest public safety technology, including body-worn cameras, TASER energy weapons, and evidence management systems. Sgt. Parrish discussed the importance of technological advancements for officer safety, despite budget constraints.

Highlights included a demonstration of the TASER 10, a small handheld TASER for personal protection, and VR training modules that improve aim and accuracy in a confined space. Automated body cameras and advanced in-car cameras enhance monitoring capabilities, while drones assist in tracking suspects and locating missing persons.

The Roadshow emphasized non-lethal options and de-escalation techniques to minimize risks. Axon representatives showcased a license plate application and nationwide camera network integration, illustrating how modern technology can improve police operations and safety.



On June 1<sup>st</sup>, LFPPD Officers participated in the **2024 Shoreline Fire Department Pancake Breakfast and Safety Fair** at the Kenmore Fire Station. The event included a free pancake breakfast for the kids and their families, an

opportunity to tour a fire engine and a police vehicle, receive a police gift bag, watch live firefighter demonstrations, complete a “challenge course for kids”, and interact with fire and police personnel. The safety fair included the King County Library, the Northshore Utility District, Certified Car Seat Technicians, King County 911, and additional exhibitors with valuable health and safety information. The event was a complete success!



On Saturday, June 1<sup>st</sup>, several officers from the Lake Forest Park Police Department also took part in the annual “Bike Rodeo” bicycle safety event held at Lake Forest Park Elementary School.

There was a large turnout for the event, with kids of all ages enjoying the bicycle courses and interacting with their favorite police officers. Families were also offered free bicycle inspections and helmet fittings for their kiddos.

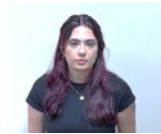






Everyone had a great time, the kids got to show their skills on the courses, and everyone got the chance to learn a little more about their city's police department.

The PD has a new Intern, Chloe Daniels!



Chloe is about to complete her bachelor's degree in criminology and psychology and decided to volunteer with the Lake Forest Park Police. Inspired by her parents—her mom aspired to be a psychologist and her dad wanted to be a police officer—Chloe has a strong interest in forensics and crime scene work, sparked by her love of crime shows and podcasts. Her passion lies in forensic psychology, and she has taken a wide range of psychology classes, from research and statistics to personality and social theory. Chloe is fascinated by the psychological aspects of crimes, the motivations behind them, and the intricacies of collecting and processing forensic evidence.

Chloe will be at the PD every Tuesday and Thursday from 9 am to 12 pm, working at the crime watch/intern desk. Like our previous interns, Chloe will be involved in various projects within the PD, gaining hands-on experience in the daily operations of a police department and understanding officers' responsibilities. Her activities will include participating in ride-alongs, visiting the medical examiner's office, working in dispatch, assisting detectives, understanding crime scenes, attending patrol briefings, and more.



On Saturday, June 1st, Chief Harden attended the graduation ceremony of the Seattle FBI Citizens Academy. Iko Knyphausen, a resident of Lake Forest Park and member of the Northsound Police Foundation, was nominated and accepted into the program. The Citizen's Academy is an engaging six-to-eight-week program that offers business, religious, civic, and community leaders an inside look at the FBI. Evening classes are held at the FBI field office. The mission of the FBI Citizens Academy is to foster a greater understanding of the role of federal law enforcement in the community through open discussion and education. Participants are selected by the Special Agent in Charge (SAC) of the local FBI field office.





On Friday, June 7<sup>th</sup>, members of the Lake Forest Park PD joined forces with our partners from the Shoreline and Kenmore Police Departments for the annual Law Enforcement Torch Run for the Special Olympics. The Law Enforcement Torch Run campaign is the largest public awareness effort and grassroots fundraiser for Special Olympics, and your Lake Forest Park PD staff has been involved with this event for many years.

Officers took possession of the torch from Snohomish County law enforcement officers at the King/Snohomish County line, carried it south on Aurora Avenue to NE 145<sup>th</sup> St, where they were greeted by an eager group of runners from Seattle PD. The Seattle officers then took the torch to continue its path south.



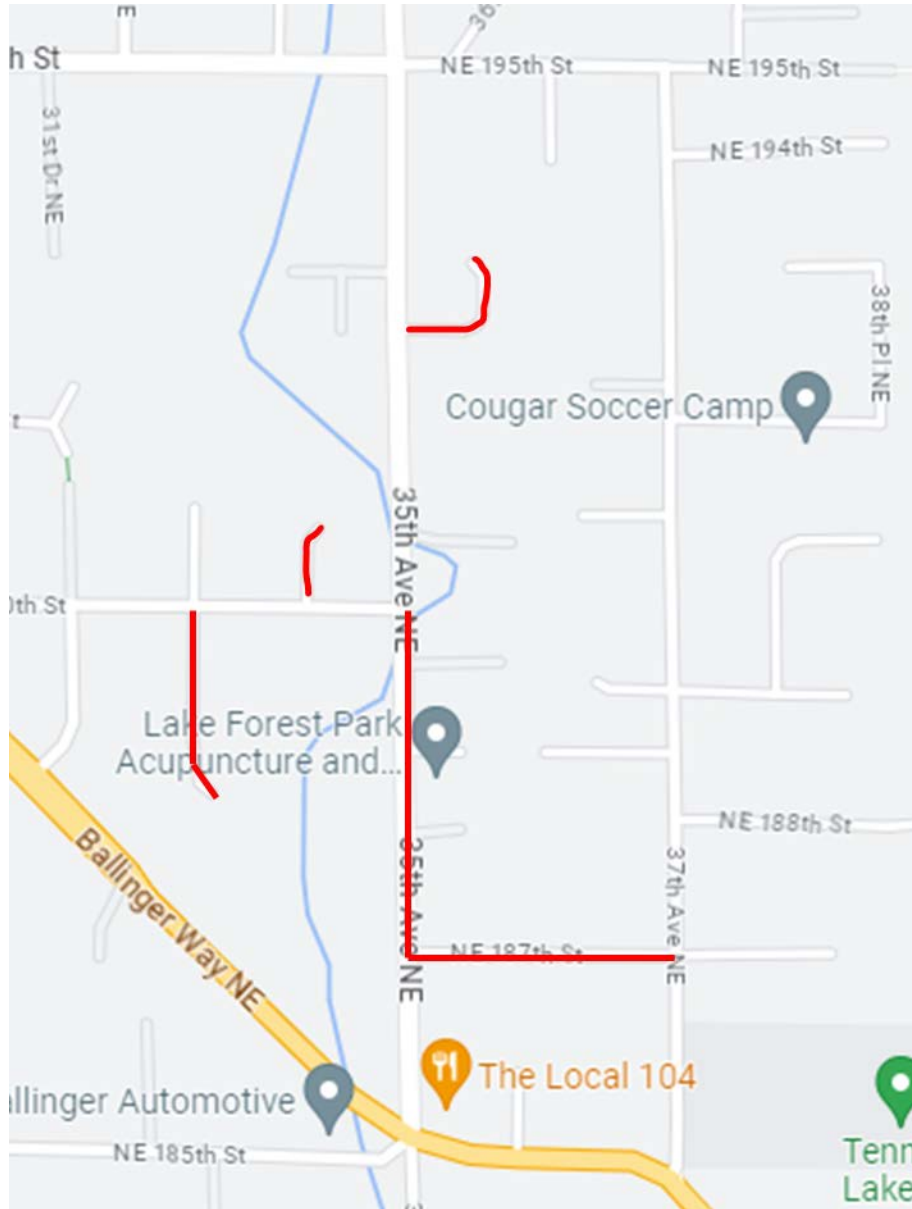
The weather was beautiful and everyone had a great time!





**Public Works Department**

Our (mostly) annual pavement overlay program was completed recently with new pavement being placed on the streets highlighted on the map below:





Repaving roads starts by removing the existing deteriorated pavement.

Once the old pavement is removed, the existing asphalt is swept and sprayed with a tacky material.







The asphalt is unloaded from a dump truck into an asphalt spreader and then rolled with a vibratory roller.

Hot asphalt is raked into place at the edges in preparation for the drum roller to compact it into place.







Rollers continue to level and smooth the asphalt into place.

Finally, a compacted new pavement roadway with extruded curb providing a smooth ride and a protective pathway for pedestrians to walk.





## II. Internal City Information

### Human Resources Department

- Recruitment Updates:
  - Court Clerk interviews were conducted, and a conditional offer has been extended.
  - Municipal Services: In anticipation of our current Records Management and Office Support Specialist retiring in July, the City has begun recruiting for the planned vacancy. Applicants are encouraged to apply by June 17<sup>th</sup> for first round of review. In addition, the City has posted the Receptionist/Office Clerk position.
  - Public Works: Maintenance Worker interviews were conducted, and a Lead Maintenance Worker position has been advertised.
- Wellness:



The administration once again participated in the Bike Month Challenge. During the month of May, four individuals biked to and from work for a total of 453 miles, reducing CO2 emissions by 132 kg. A big shout out to everyone involved! Director Hofman has set the bar high for biking to work. The team endured some cold mornings, and rainy commutes, good job to all!

	NAME	MILES	TRIPS
1 <sup>st</sup>	Mark Hofman	261	10
2 <sup>nd</sup>	Drue Morris	79	5
3 <sup>rd</sup>	Phillip Hill	71	11
4 <sup>th</sup>	Jessica Halterman	42	19

### Municipal Services

JoAnne Trudel has retired. Her last day in the office was Thursday, June 6.

### Passports

In the month of May we processed 401 passport applications and took 285 photos. Total revenue for the month was \$19,735. May 2023 had revenue of \$12,560.

Total number of applications is down from April 2024 due to the holiday weekend and staff vacations.

Month	Passport Revenue	Photo Revenue	Total
May	\$14,035	\$5,700	\$19,735

### III. Council Information

#### **Community Development Department**

A. Community Survey - The community survey for the 2024 periodic update of the Comprehensive Plan was available from March 27 to its closing at end of day Wednesday, April 17. SCJ Alliance will finalize the data and create a summary report for complete release the week of June 24. The survey opportunity was publicly noticed with wide distribution, including a city-wide postcard mailing. A total of 932 people participated in the survey. Community members were highly encouraged to participate and indicate what does or does not reflect their impressions of Lake Forest Park and hopes for the city's future. The participation, insight, and ideas about the city from the Lake Forest Park community are highly valued and respected. The winner of the gift card award (\$500 gift card to Local 104 for dining) was selected via a random number generator at the regular meeting of the Planning Commission on May 14 and was hugely appreciative of the thoughtful gift to a local establishment. A big "Thank you!" to all who participated.

B. Comprehensive Plan Periodic Update - The periodic update effort continues with the Economic Development Element and the Parks, Trails, & Open Space Element in focus with the Planning Commission for June. Additionally in June, amendment recommendations from the Tree Board and the Parks & Recreation Advisory Board will be finalized and forwarded to the Planning Commission for inclusion. The numerous added special meetings of the Planning Commission concluded on Thursday, June 6 and each proved effective on focusing the discussion with consultant SCJ Alliance during the regular meetings that follow. The Commission was briefed on remaining public participation program items, including an open house and a public hearing, before a recommendation is made on the amendments to the City Council this Summer. The Commission will next discuss the opportunity and availability for an open house to be held in July for feedback on the draft, followed by a final draft document, a public hearing and a recommendation to forward to City Council.

C. Permit Activity Data-

Application payments for May 2024 totaled \$77,239.10 for the Community Development Department - \$74,477.39 for Building and \$2,761.71 for Planning.

This Spring was a particularly busy period for building permit application activity. A six-year permit activity comparison is as follows:

(2019 thru 2024: Jan. 1<sup>st</sup> thru May 31<sup>st</sup>)

May	2019	\$140,501.97
	2020	\$205,223.08
	2021	\$143,299.29
	2022	\$175,625.73
	2023	\$179,665.02
	2024	\$269,860.24

#### **IV. Response to Citizen and Council Comments**

#### **V. Contract Reporting**

No new contracts in the reporting period.

#### **VI. Legislative Update**

#### **VII. Community Events**

#### **The Secret Gardens of Lake Forest Park Garden Tour and Plant Sale – June 15, 9AM to 4PM**



The Secret Gardens of Lake Forest Park Garden Tour and Market is on Saturday, June 15, from 9:00 a.m. to 4:00 p.m. This is an opportunity to peek behind the gates of some of the best gardens in the north end. Every year garden scouts look for gardens to delight visitors. This

year, the gardens are once again amazing. Local gardeners and designers are hard at work making the gardens even more spectacular. You will see how garden owners manage slopes, feature local artists in their gardens highlighting whimsy with function, and explore the use of hardscape to bring out the gardens in interesting and thoughtful ways.

[Purchase your ticket in advance](#) for \$20 or at the door for \$25.

Visit the ticket table at the Town Center at Lake Forest Park on tour day to exchange your advance ticket for a map to the gardens.

Be sure to stop by the plant and art sale at the Commons!

The lower level of the Town Center will be transformed into a plant and garden art market. Local nurseries will sell flowers, shrubs, and greenery that will thrive in our gardens.

Garden artists will have their art available for sale, too. Whimsical birdhouses, mosaic artwork, garden pottery, mason bees, and more, all designed to make your garden more beautiful while harmonizing with your natural garden environment, will be available for purchase.

### **Concert in the Park! Wednesday, June 26, 2024 at 6:30PM**



The City of Lake Forest Park and ShoreLake Arts have partnered again for a FREE Concert in the Park! Head to Pfingst Animal Acres Park Wednesday, June 26th at 6:30 p.m. to enjoy a



performance by Portage Bay Big Band! Concerts in the parks are free, no tickets needed. Bring seating for the lawn or a blanket for an evening picnic and enjoy the show!

The Portage Bay Big Band is an authentic musical tribute to the legends of the Swing Era, playing the swing hits of the 30's and 40's as well as a Rocking Brian Setzer tribute band.

### **Mark Your Calendars, the King County Wastemobile will be in Bothell June 21-23!**

Do you have Household Hazardous Waste that needs disposal? The King County Wastemobile is making a stop in Bothell this weekend, Friday – Sunday, June 21 – 23, 10:00 a.m. to 5:00 p.m., to provide household hazardous waste disposal services for King County residents. The address is: 18115 Campus Way NE, Bothell, WA 98011.

You may drop off items such as antifreeze, batteries, gasoline, fluorescent lights, and pesticides. To view the full list of what you can and cannot bring and learn some safety tips visit the King County Household Hazardous Waste webpage (<https://kingcountyhazwastewa.gov/households>) or call the Household Hazards Line with King County at 206-296-4692.

If you cannot make it to the Wastemobile, do not dispose your hazardous waste like cleaning products, batteries, or pesticides in the garbage or down the drain. Take your hazardous waste to the North Seattle Hazardous Waste drop-off site for safe disposal. Additional information is available on the link above.

## **Hazardous waste can't go in the trash or down the drain.**


Bring it to the **Wastemobile** for free, safe disposal.

Hazardous products say **CAUTION, WARNING, DANGER, or POISON** on their labels.

They can be **harmful** to **people, wildlife, and the environment** if not disposed of safely.

You can reach us from **9 a.m. – 5 p.m., Monday–Saturday, except holidays.**

 **kingcountyhazwasteWA.gov**

 **206-296-4692**

 **haz.waste@kingcounty.gov**

### **✓ BRING**

- Automobile batteries (limit 5, no EV batteries accepted)
- Batteries (lead-acid, lithium, alkaline, button, rechargeable)
- Cleaners
- Fluorescent lights (up to 10 per vehicle)
- Gasoline, motor oil, fuels, and antifreeze (25-gallon limit)
- Mercury products
- Oil-based paint (50-gallon limit)
- Paint thinner or other solvents (50-gallon limit)
- Pesticides
- Propane tanks (up to 8-gallon size, up to 5 tanks)

### **✗ DON'T BRING**

- Appliances
- Asbestos
- Computers
- Empty containers
- Explosives
- Latex, acrylic, or water-based paint
- Marine flares
- Medicines
- Sharps
- Tires
- TVs

Visit our website for details

**VIII. Upcoming City Sponsored Events****IX. Meetings Calendar****[Planning Commission Meeting \(hybrid meeting\)](#)****June 11, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom****[More Details](#)****[City Council Work Session \(hybrid meeting\)](#)****June 13, 2024, 6:00 PM - 7:00 PM @ City Hall and via Zoom****[More Details](#)****[City Council Regular Meeting \(hybrid meeting\)](#)****June 13, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom****[More Details](#)****[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)****June 20, 2024, 6:00 PM - 7:30 PM @ City Hall and via Zoom****[More Details](#)****[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)****June 24, 2024, 6:00 PM - 7:30 PM @ City Hall and via Zoom****[More Details](#)****[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)****June 25, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom****[More Details](#)****[City Council Regular Meeting \(hybrid meeting\)](#)****June 27, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom****[More Details](#)**