



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, October 24, 2024 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN 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/87584100661>
Call into Webinar: 253-215-8782 | Webinar ID: 875 8410 0661

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.cityofflp.gov

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

AMENDED

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. However, the Mayor or Council may not respond to comments from the public. 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 Mayor or 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. FINAL CONFIRMATION

A. Tree Board Candidate - Richard Saunders

6. PROCLAMATIONS

A. Recognizing October as Freedom to Read Month

B. Recognizing November 11, 2024 as Veterans Day

C. **AMENDED** - Recognizing the 100th Anniversary of the Lake Forest Park Garden Club and the Lakeshore Garden Club

7. PUBLIC HEARINGS

A. Public Hearing on the Preliminary 2025-2026 Biennial Budget

- 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 the Council.

8. PRESENTATIONS

A. Shoreline Fire Department - Regional Fire Authority Ballot Measure

B. King County Regional Homelessness Authority

C. 2025-2026 State Legislative Agenda

9. 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. October 3, 2024 City Council Special Work Session Minutes

B. October 10, 2024 City Council Work Session Minutes

C. October 10, 2024 City Council Regular Meeting Minutes

D. October 14, 2024 City Council Special Meeting Minutes

E. City Expenditures for the Period Ending October 24, 2024

F. Resolution 24-1975/Canceling Certain Checks

G. Resolution 24-1983/Authorizing the Mayor to Sign an Interlocal Agreement with Yakima County Technology Services for Offsite Data Storage

10. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

A. Resolution 24-1976/Authorizing the Mayor to sign the Interlocal Agreement for Regional Emergency Management, known as the North Shore Emergency Management Coalition

B. Resolution 24-1979/Authorizing the Mayor to sign the Retaining Wall Maintenance and Replacement Agreement between the Washington State Department of Transportation and the City of Lake Forest Park

11. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

A. Resolution 24-1978/Authorizing the Mayor to Sign the Professional Services Agreement for 2025-2026 State Legislative Advocacy Services with Gordon Thomas Honeywell Government Relations

B. Ordinance 24-1297/Amending the 2023-2024 Budget

C. Ordinance 24-1298/Amending the Lake Forest Park Municipal Code by creating a new Chapter 3.87, Traffic Safety Fund

D. 2025-2026 Biennial Budget and related items

E. Ordinance 24-1299/Adopting the Biennial Budget for 2025-2026

F. Ordinance 24-1300/Levying Property Tax for Calendar Year 2025

G. Ordinance 24-1301/Levying the General Taxes for the Fiscal Year commencing on January 1, 2025 on all property that is subject to taxation

H. Resolution 24-1980/Setting the Sewer Utility Rates for 2025 and 2026

I. Resolution 24-1981/Setting Surface Water Rates for 2025

J. Resolution 24-1982/Setting the User Fees for 2025

12. ORDINANCES AND RESOLUTIONS FOR ACTION

A. Resolution 24-1971/Confirming the City's Share of the 2025-2026 Regional Crisis Response Agency Budget

B. Resolution 24-1973/Authorizing the Mayor to Sign the Professional Services Agreement with Liz Loomis Public Affairs for Levy Lid Lift Consulting Services

C. Resolution 24-1974/Authorizing the Mayor to Sign a Professional Services Agreement with Transpo Group USA, Inc. for a Traffic Safety Study

D. Resolution 24-1977/Authorizing the Mayor to Sign Amendment No. 1 to AG-22-050, the Professional Services Agreement with V+M Structural Design, Inc. for Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design

13. COUNCIL DISCUSSION AND ACTION

14. OTHER BUSINESS

15. COUNCIL COMMITTEE REPORTS

A. Councilmember Reports

B. Mayor's Report

C. City Administrator's Report

16. OTHER BUSINESS

A. Closed Session - Collective Bargaining, per RCW 42.130.140(4)(b)

17. ADJOURN

FUTURE SCHEDULE

- Thursday, November 4, 2024, 6:00 p.m. City Council Special Meeting – *hybrid meeting (City Hall and via Zoom)*

- Thursday, November 7, 2024, 6:00 p.m. City Council Special Work Session – *hybrid meeting (City Hall and via Zoom)*

- Thursday, November 7, 2024, 7:00 p.m. City Council Special Meeting – *hybrid meeting (City Hall and via Zoom)*

- Monday, November 11, 2024, Veteran's Day – City Offices Closed

- Thursday, November 21, 2024, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting (City Hall and via Zoom)*

- Thursday, November 28, 2024, Thanksgiving Day – City Offices Closed

- Friday, November 29, 2024, Native American Heritage Day – City Offices Closed

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.



Published on *Lake Forest Park Washington Meetings* (<https://lakeforestpark-wa.municodemeetings.com>)

[Home](#) > [Boards](#) > [Board Application](#) > [Webform results](#) > Board Application

Submission information

Form: [City of Lake Forest Park Boards and Commissions Application](#) [1]
 Submitted by Visitor (not verified)
 Thu, 10/17/2024 - 8:28pm
 [REDACTED]

First Name

Richard

Last Name

Saunders

Home Address

[REDACTED], Lake Forest Park, WA 98155

Mailing Address (if different from above)

Phone Number

[REDACTED]

Do you own property in Lake Forest Park?

Yes

Email

[REDACTED]

Board, Commission, Committee

Tree Board

Years a Resident of this Municipality

50

Experience/Professional Expertise/Education (Please provide dates of education and experience.)

<https://www.linkedin.com/in/gaiaict/>

Current or Prior Experience on Boards/Commissions/Committees

~10 years on LFP Planning Commission

Civic Activities and Memberships (Roles with fraternal, business, church, or social groups-please provide dates)

<https://www.linkedin.com/in/gaiaict/>

Current volunteer with the LFP Stewardship Foundation (5 Acre Woods work group)

Reasons for Wanting to Serve

I want to give back to the community, preserve our wonderful natural habitat, and also contribute to environmental health in our community and beyond.

I think there are some great people currently on the board that I would love to work with.

Are you able to attend evening meetings?

Yes

Resume, Education, etc. (Optional)

- [Home](#)
- [Logout](#)
- [Dashboard](#)

[Municode - Connecting You and Your Community](#)

Source URL: <https://lakeforestpark-wa.municodemeetings.com/node/791/submission/105>

Links

[1] <https://lakeforestpark-wa.municodemeetings.com/bc/application>



PROCLAMATION

WHEREAS, the American Library Association's Banned Books Week celebrates the Freedom to Read as observed each year as a reminder to Americans not to take their freedom for granted; and

WHEREAS, the freedom to read is essential to our democracy, and reading is among our greatest freedoms; and

WHEREAS, privacy is essential to the exercise of that freedom, and the right to privacy is the right to open inquiry without having the subject of one's interest judged, examined, or scrutinized by others; and

WHEREAS, the freedom to read is protected by our Constitution and intellectual freedom is essential to the preservation of a free society and a creative culture; and

WHEREAS, all library books and resources should be accessible for the interest, information, and enlightenment of all people of the community the library serves; and

WHEREAS, no books or resource materials should be excluded or censored because of the origin, background, or views of those contributing to their creation no matter how controversial the topic such as culture, religion, love, war, science and technology, to name a few; and

WHEREAS, libraries should challenge censorship in the fulfillment of their responsibility to provide free access of all expressions of ideas and information; and

WHEREAS, conformity limits the range and variety of inquiry and expression on which our democracy and culture depend; and

WHEREAS, the American Library Association's Office of Intellectual Freedom has found a dramatic increase in book challenges in the last several years, with 2023 having the highest number since ALA started collecting censorship data 20 years ago, with 4,240 unique titles almost doubling 2021 with 729; and

WHEREAS, currently most of the attempts to remove library materials are on topics of LGBTQIA+ issues, books by Black authors, and books that document the experiences of BIPOC people; and

WHEREAS, most of the book challenges happen in public libraries, 48%, with school libraries running close behind at 41%, schools 10%, and higher education libraries and other institutions 1%; and

WHEREAS, some individuals, groups, and public authorities work to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries of materials reflecting the diversity of society; and

WHEREAS, community members can show support and celebrate the freedom to read by visiting the American Library Association's website where one can find the top 10 list of 2023 challenged books and statement on book censorship; and

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim the month of October as

FREEDOM TO READ MONTH

and encourage all citizens of the City of Lake Forest Park to learn more about book censorship and support people's right to read on all perspectives without restriction.

Signed this 24th day of October, 2024

Thomas French, Mayor



PROCLAMATION

WHEREAS, Veterans Day is observed nationally on November 11 as a legal public holiday to honor and thank all veterans who served in the Armed Forces in wartime or peacetime; and

WHEREAS, Veterans Day was originally known as Armistice Day, which signified the signing of the armistice on November 11, 1918, ending the First World War; and

WHEREAS, President Dwight D. Eisenhower proclaimed in 1954 that Armistice Day would be known as Veterans Day and would “solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom,” and

WHEREAS, President Eisenhower further proclaimed that Veterans Day presents all citizens with the opportunity to “reconsecrate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain.”

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim November 11, 2024 the legal commemoration and observance of

VETERANS DAY

and encourage all citizens of the City of Lake Forest Park to acknowledge and to thank those who have served our country in the Armed Forces.

Signed this 24th day of October, 2024

Thomas French, Mayor



PROCLAMATION

WHEREAS, the first meeting of the Lake Forest Park Garden Club was held on July 19, 1924, beginning in members' homes before moving to the Community Hall of the first Lake Forest Park School. In 1934, meetings moved to the LFP Civic Clubhouse, and;

WHEREAS, in the mid-'90s, the club split into the Lake Forest Park Garden Club meeting at Third Place Commons and the Lakeshore Garden Club meeting at LFP Presbyterian Church, and;

WHEREAS, the Lake Forest Park Garden Club has monthly meetings with presentations by local experts on a variety of garden topics and;

WHEREAS, activities of the Lake Forest Park Garden Club include a spring plant sale, maintaining the Otter Garden at Pfingst Animal Acres Park, supporting the Third Place Commons Annual Community Breakfast, and continuing involvement as a founding organization of the Secret Gardens Tour, and;

WHEREAS, the Lake Forest Park Garden Club donates to Third Place Commons, LFP Stewardship Foundation, Master Gardeners' Demonstration Garden at Pfingst Animal Acres Park, Kruckeberg Botanical Garden, and other local organizations, and;

WHEREAS, the Lake Forest Park Garden Club donated the Georgia Gerber otter sculpture to the City of Lake Forest Park, displayed in Pfingst Animal Acres Park, and;

WHEREAS, the Lakeshore Garden Club is affiliated with the State and National Garden clubs and holds monthly meetings featuring morning horticulture speakers and afternoon garden therapy and craft projects, and;

WHEREAS, garden therapy includes making and delivering floral arrangements to retirement and nursing homes and public spaces, and;

WHEREAS, the Lakeshore Garden Club holds a spring plant sale with proceeds supporting local organizations, including King County and Snohomish County Master Gardener programs, Miyawaki Urban Forest, Washington Park Arboretum, and a Horticulture Scholarship at Edmonds College, and;

WHEREAS, both clubs are a great place to meet your neighbors, foster friendships, and become active in the community, and;

WHEREAS, both clubs welcome visitors and new members.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby recognize the

100th ANNIVERSARY of the LAKE FOREST PARK GARDEN CLUB and the LAKESHORE GARDEN CLUB

Signed this 24th day of October, 2024

Thomas French, Mayor

Budget Public Hearing

City of Lake Forest Park

Lindsey Vaughn, Finance Director



Public Hearing Overview

- 1. Overview Presentation by Finance Director
- 2. Questions/Comments from City Council
- 3. Open Public Hearing for Citizen Comments
 - Friendly reminder 3 minutes per speaker

2025 Property Tax Levy

- City Adopts Property Tax Annually
 - Even though the budget is adopted on a biennial basis

2024 Regular Property Tax Levy	\$3,473,591
Limit Factor 1%	\$34,736
Subtotal	\$3,508,327
<u>New Construction</u>	<u>\$25,263</u>
<u>Relevy prior year refunds</u>	<u>\$5,861</u>
Subtotal	\$3,508,327
<i>Estimate high due to preliminary numbers</i>	<i>\$200,000</i>
Estimated 2025 Property Tax Levy	\$3,739,451

2025 Property Tax

2024 Regular Property Tax Levy	\$3,473,591
Limit Factor 1%	\$34,736
Subtotal	\$3,508,327

- Current Levy Rate for 2024
\$0.80429
- *Proposed* Levy Rate for 2025
\$0.71611

Calculation:
 $(\text{Assessed Value} / 1,000) * \text{Levy Rate}$

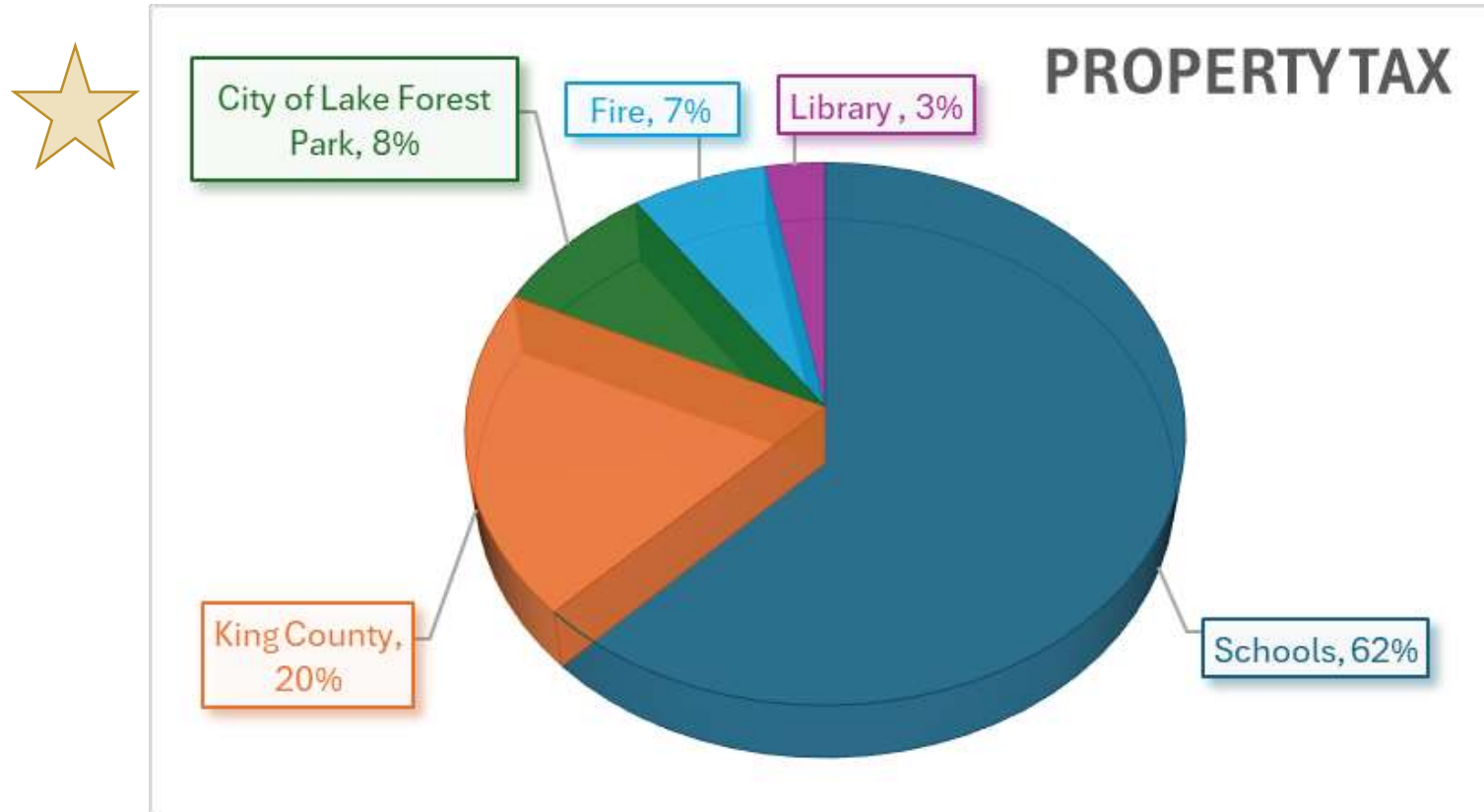
Example:

2024 Median Assessed Value \$790,000

$$(\$790,000 / 1,000) * \$0.80429 = \$635.39$$

$$(\$790,000 / 1,000) * \$0.71611 = \$565.73$$

Simplified Property Tax Breakdown



General Fund

Expenditures

- Health Care Benefits increasing over 8%
- Municipal Court: Laserfische (one-time purchase and on-going annual costs)
- Community Partners:
 - Shoreline/Lake Forest Park Senior Center +\$20,000
 - ShoreLake Arts +\$19,000
 - 3rd Place Commons +\$13,000
- New Community Partners
 - Shoreline Historical Society +\$19,200
 - Hopestream +\$20,000
 - Funded through restricted opioid settlement fund
- Inflation costs: Consultants, Supplies & Materials

Budgeted Positions

- Guild Union: Police (General Fund)
 - Currently in Negotiations for 2025 & 2026
- Teamsters Union (General, Street, Transportation Capital, Sewer and Surface Water)
 - Currently in Negotiations for 2025 & 2026
- Non-Represented Employees
 - Market Adjustments: Evaluated by Position/Title
 - Cost of Living Adjustment 3%
 - Mayor's Preliminary +0.8 Human Resources Specialist
- Updated Titles:
 - Records Management & Office Support > Public Records Specialist
 - Receptionist/ Office Clerk > Administrative Specialist
 - Passport Clerk > Passport Acceptance Agent
 - Environmental & Sustainability Specialist > Community Programs Planner
 - *Adding:* Associate Planner without an FTE increase
 - Lieutenant > Division Commander

Proposed Sewer Rates

Sewer Monthly Service

Monthly Residential Rates	2023	2024	2025	2026
King County	52.11	55.11	58.28	62.36
City	20.77	21.39	22.46	23.58
	\$ 72.88	\$ 76.50	\$ 80.74	\$ 85.94
Monthly Increase: \$	3.45	\$ 3.62	\$ 4.24	\$ 5.20
Total Increase	5.0%	5.0%	5.5%	6.4%
County Portion	5.75%	5.75%	5.75%	7.00%
City Portion	3.0%	3.0%	5.0%	5.0%
Utility Tax 6%	\$ 77.25	\$ 81.09	\$ 85.58	\$ 91.10

Sewer Monthly Service

Commercial & Multi-Family	2023	2024	2025	2026
King County \$	6.57	\$ 6.95	\$ 7.35	\$ 7.87
City \$	4.20	\$ 4.33	\$ 4.55	\$ 4.77
	10.78	11.28	11.90	12.64
Monthly Increase: \$	0.48	\$ 0.50	\$ 0.62	\$ 0.74
% Increase:	4.7%	4.7%	5.5%	6.2%
Utility Tax 6%	\$ 11.42	\$ 11.96	\$ 12.61	\$ 13.40

Proposed:

\$4.24 monthly increase in 2025
 \$5.20 monthly increase in 2026

Residents are billed **bimonthly \$161.48**
 with utility tax \$171.16

2026: bimonthly \$171.88
 with utility tax \$182.20

Proposed Surface Water Rates

- Annual increase **\$40.63** for single family residential
- Proposed 15% increase to support increasing operational costs 10% & additional employee position 5%
- Adopt annually

Surface Water								
Rate increase calculator								
class	class description	type	# of accounts	2024 rate	15%	proposed rate increase '25	15%	proposed rate increase '26
1	single family residential	house	4620	\$ 270.86	\$ 40.63	\$ 311.49	\$ 46.72	\$ 358.21
		mobile home	13	\$ 270.86	\$ 40.63	\$ 311.49	\$ 46.72	\$ 358.21
2	very light (0-10 IA)	commercial unit	3	\$ 270.86	\$ 40.63	\$ 311.49	\$ 46.72	\$ 358.21
3	light (10-20% IA)	commercial unit	4	\$ 651.04	\$ 97.66	\$ 748.70	\$ 112.30	\$ 861.00
4	moderate (20-45% IA)	commercial unit	10	\$ 1,309.35	\$ 196.40	\$ 1,505.76	\$ 225.86	\$ 1,731.62
		condo unit	20	\$ 1,309.35	\$ 196.40	\$ 1,505.76	\$ 225.86	\$ 1,731.62
5	moderately heavy (45-65% IA)	commercial unit	9	\$ 2,528.37	\$ 379.26	\$ 2,907.62	\$ 436.14	\$ 3,343.77
		condo unit	142	\$ 2,528.37	\$ 379.26	\$ 2,907.62	\$ 436.14	\$ 3,343.77
6	heavy (65-85% IA)	commercial unit	16	\$ 3,205.57	\$ 480.84	\$ 3,686.40	\$ 552.96	\$ 4,239.36
		condo unit	104	\$ 3,205.57	\$ 480.84	\$ 3,686.40	\$ 552.96	\$ 4,239.36
7	very heavy (85-100% IA)	commercial unit	26	\$ 4,198.88	\$ 629.83	\$ 4,828.71	\$ 724.31	\$ 5,553.02
		condo unit	40	\$ 4,198.88	\$ 629.83	\$ 4,828.71	\$ 724.31	\$ 5,553.02

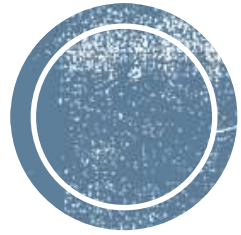
Proposed 2025 User Fee

- Sewer Rates 5.5%
 - King County & City of Lake Forest Park

- Surface Water Rate 15%

- Building Fees:
 - Increase 1.8% following the International Code Council's update

- Notary Services
 - \$10.00 to \$15.00



Council Questions/Comments

Open Public Hearing:
2025-2026 Preliminary Biennial Budget

Memorandum

To: Phillip Hill, Lake Forest Park City Administrator;

From: Abby Anderson, Planning Coordinator

CC: Kelly Kinnison, CEO of KCRHA; Irene Agustin, Chief Program Officer; James Rouse, Chief Financial Officer; Nigel Herbig, Intergovernmental Affairs Manager; Lisa Edge, Acting Chief of External Affairs; Monica Gross, Director of Planning & Special Projects

Subject: 2025 Funding Recommendations for Lake Forest Park

Date: October 15, 2024

I. Summary & Recommendation

This memo provides 2025 homelessness response investment recommendations for consideration of the Lake Forest Park City Council. The King County Regional Homelessness Authority recommends an investment of \$16,834.32 from Lake Forest Park for the North King County severe weather shelter.

II. Background

In 2023, the City of Lake Forest Park entered an Agreement for Homeless Services with KCRHA and the neighboring jurisdictions of Shoreline, Kenmore, Bothell, and Woodinville to aggregate homelessness service funds across North King County. This agreement allows KCRHA to administer the contracts and associated funding for homelessness services from the five North King County cities. The agreement also outlines new investments from the cities for a North King County severe weather shelter. Lake Forest Park, having no pre-existing homelessness services contracts and after deliberation from the city council, agreed to provide funds for the severe weather shelter.

This memo provides preliminary recommendations in accordance with the MOU as well as to support deliberations from the Lake Forest Park City Council on investment amounts toward severe weather services through KCRHA.

III. Options

The following funding options are informed by KCRHA’s assessment of services, and work in North King County:

a. Option 1: Continuing NKC Severe Weather Response

Many activities outlined in the KCRHA Five-Year Plan focus on improving the severe weather response across King County. The Sub-Regional Implementation Plan for North King County includes some of these activities, emphasizing the importance of a robust severe weather response. During the 2023-2024 Winter season, the North King County severe weather shelter was staffed by Urban League and hosted at St. Dunstan’s United Methodist Church. With a light winter season for the Northwest, the shelter only activated 15 nights, but was able to serve 155 guests, provide 310 meals, provided 14 transportation support rides to shelter, and provided move-in assistance for 2 individuals. While this shelter operated prior to the winter of 2023-2024, the past winter season was the first time the shelter had professional and paid staffing, as well as KCRHA coordination support.

The Urban League also staffed cooling canopies during periods of extreme heat. In the summer of 2021, KCRHA stood up a cooling canopy in Shoreline for the first time. The canopy was able to serve over 390 individuals over the course of 4 days. The severe weather funding for the NKC Shelter allowed Urban League to continue the cooling canopies, in addition to outreach, during the summer of 2024.

The need for sustainable severe weather response serving North King County has been identified as a need by KCRHA staff as well as by the North King County Coalition on Homelessness.

This funding for severe weather response could allow KCRHA to fund provider agencies to be able to support in the following ways:

- Staffing a severe weather shelter or cooling canopy;
- Staffing support to place individuals into hotel rooms during the most extreme conditions; and
- Additional outreach supplies

b. Option 2: Homeless Program Service Families with Children or Youth and Young Adults



Several initiatives in the KCRHA Five-Year Plan focused on addressing family homelessness and youth and young adult homelessness respectively. To be in accordance with the goals of the draft Five-Year Plan, the funding could be allocated to programs serving these sub-populations within North King County. There is currently one program located within North King County that serves young adults (Friends of Youth), one emergency shelter program that supports families with children (Hopelink), a transitional housing program that supports families (Vision House). Additionally, Mary's Place provides outreach across King County, including in North King, for families experiencing homelessness. Providing additional funds to these programs may increase their ability to serve families and youth and young adults in the area.

c. Option 3: Emergency Shelter Operations

There is currently one enhanced emergency shelter serving single adults located within North King County which is the Oaks program supported by Lake City Partners. As the only enhanced shelter program in the area, additional funding could be utilized in a positive way to support operations and capacity building.

d. Option 4: Outreach Support

Outreach is a critical part of homelessness response. Not only does it allow for us to reach currently unsheltered individuals who may not be connected to services, but it also allows us to develop a deeper understanding of the geographic and sub-regional nature of homelessness as outreach providers will input information into our Homelessness Management Information System (HMIS) which tracks client-level data and information and is overseen by the Community Impact division at KCRHA.

Currently in North King County, there is limited outreach serving the area. There is family outreach from Mary's Place, vehicle outreach from The Salvation Army - Street Level Program, and one single adult outreach staff person from Lake City Partners supporting part of North King County. Some cities are exploring increasing funding to support and expand this effort. Additional funding from Lake Forest Park, paired with increased investments from other cities could expand the program significantly.

IV. Recommendations



While KCRHA affirms that each of the aforementioned options would support the efforts to address homelessness in North King County, *we recommend the Lake Forest Park City Council continue their investment in the Severe Weather Response.*

IX. Next Steps

KCRHA will present to the City of Lake Forest Park on October 24, 2024, to provide an update on the landscape of homelessness in North King County and the North King County Inter-Local Agreement. During the city budget process, the city council shall review these options, finalize their funding decision, and report to KCRHA with the approved investment decision, including the amount and program(s) funded.





North King County Interlocal Agreement

PROGRESS REPORT

September 2024

Prepared by Subregional Planning Staff at KCRHA: Abby Anderson & Mallory Van Abbema

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Background

This report provides a summary of accomplishments and areas for continued improvement related to homeless services that have been yielded through the North King County Interlocal Agreement (NKC ILA). The NKC ILA between the cities of Bothell, Kenmore, Lake Forest Park, Shoreline, Woodinville, and King County Regional Homelessness Authority (KCRHA) formalized intergovernmental coordination to address the issue of homelessness in the North King County subregion.

As a primary subscribing partner, KCRHA supports the creation and implementation of solutions to homelessness within the boundaries of partner cities. Through leadership, advocacy, reporting, planning and funding administration, KCRHA works alongside partner cities to significantly decrease the incidence of homelessness in the North King subregion.

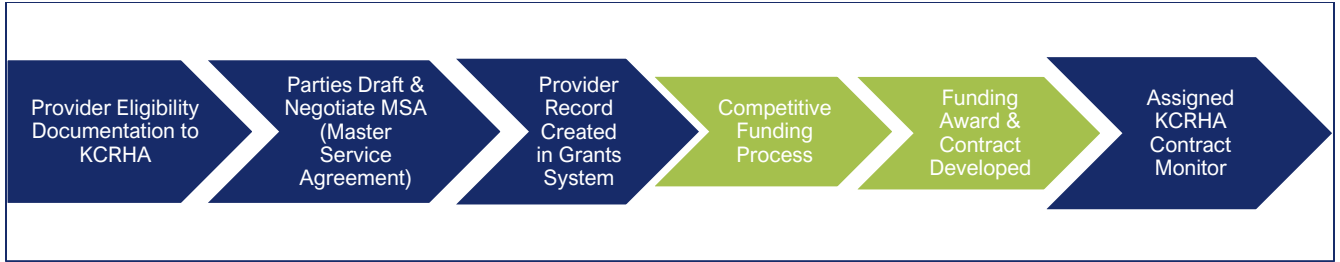
The initial term of this agreement is in effect from January 1st, 2023, through December 31st, 2026. After the initial term, the agreement shall automatically renew each December 31st for one-year extensions, unless terminated earlier by participating parties. Conditions of withdrawal and termination are identified in Article VIII of the ILA.

FUNDING ADMINISTRATION- PROCESS OVERVIEW

In Q1 of 2023, KCRHA assumed responsibility to administer funding for homelessness services from the five North King County cities. This funding was awarded to six nonprofit organizations that serve people experiencing homelessness in and around the subregion. Five of the six awarded organizations had pre-existing contractual relationships with KCRHA allowing city investments to be folded into 2023 and 2024 service contracts and eliminating the need to complete a grants management system onboarding process.

One organization, Hopelink, was a new contractual partner for KCRHA. The process outlined in **blue** within the following figure was completed with Hopelink to bring the agency into the KCRHA grants management system and ensure funding could be administered for services rendered. The additional items in **green** represent the typical process new agencies would advance through, outside of this ILA scenario, in competing for and securing funding from KCRHA for a specific program. Hopelink was able to skip the steps in green.





Areas for Improvement - Funding Administration

To continue improving overall system function and outcomes for people experiencing homelessness in North King County, the following administrative actions have been identified.

- **Adopt a new grants management system with a focus on ease of user access.**
Status: In Progress | Slated to be completed in 2024.
- **Ensure all contracted partners can access timely technical assistance with contracts and invoicing.**
Status: In Progress | Timeline (ongoing)
- **Engage North King County providers and city partners in systemwide procurement planning processes.**
Status: In Progress | Timeline (ongoing)
- **Widen North King County provider pool through proactive outreach and support for submission of minimum eligibility requirements.**
Status: In Progress | Timeline (ongoing)

SUBREGIONAL INVESTMENTS - NORTH KING CITIES

City human services investments are determined through a comprehensive budgeting process. The NKCI resulted in city homelessness response investments being conveyed to KCRHA for administration to the awarded agencies. As primary subscribing partner, KCRHA completes a funding analysis to develop funding recommendations for city consideration in the upcoming calendar year. In total, North King County cities awarded \$315,661 in 2023, and \$265,161 in 2024 to homeless service providers.

It is important to note that per the ILA, funding administered by KCRHA on behalf of North King County Cities must support programs which serve those experiencing homelessness in the North King County subregion. Further, the ILA outlines a minimum investment of \$1.20/capita from each partnering jurisdiction per year.



City investments into homelessness response programs are detailed in the tables below. These represent the total funding KCRHA administered on behalf of the North King County Cities in both 2023 and 2024.

2023 City Funding Awards Homelessness Response Programs					
Provider Agency	Bothell	Kenmore	Lake Forest Park	Shoreline	Woodinville
Friends of Youth	\$8,000				\$30,000
Hopelink	\$20,000	\$3,000		\$25,750	
Lake City Partners Ending Homelessness	\$6,000	\$5,000		\$70,067	
Mary's Place		\$30,000			\$5,000
Porchlight	\$8,000				\$28,000
The Sophia Way	\$10,000				
Urban League of Metropolitan Seattle	\$8,000	\$7,000	\$16,344	\$25,000	\$3,500
TOTAL	\$60,000	\$52,000	\$16,344	\$125,817	\$61,500

2024 City Funding Awards Homelessness Response Programs					
Provider Agency	Bothell	Kenmore	Lake Forest Park	Shoreline	Woodinville
Porchlight	\$8,000				\$28,000
Friends of Youth	\$8,000				\$30,000
Hopelink	\$20,000	\$3,000		\$25,750	
Lake City Partners Ending Homelessness	\$6,000	\$5,000		\$70,067	
Mary's Place		\$30,000		\$5,000	
The Sophia Way	\$10,000				
Urban League of Metropolitan Seattle			\$16,344	\$25,000	
TOTAL	\$52,000	\$38,000	\$16,344	\$125,817	\$58,000

SUBREGIONAL INVESTMENTS - KCRHA

As a result of the ILA between the City of Seattle and King County which established KCRHA, the agency assumed administrative responsibility for the bulk of homelessness investments from both governments in 2022. Service contracts were migrated to the KCRHA grants management system and underwent annual renewals which included wage inflation adjustments each year



since. A comprehensive recompetition of funding is currently being developed to ensure programs offering the highest quality of service are both sustained and increased in the countywide homelessness response system.

KCRHA investments into programs operating in and around the North King County subregion in 2023 and 2024 are included in the table below. Of note, multiple programs within the table below serve households across King County and not solely in the North King County subregion.

2023 & 2024 KCRHA Funding Awards			
Provider Agency	2023	2024	Total Programs
Friends of Youth *	\$407,120	\$378,524	5
Lake City Partners Ending Homelessness	\$2,270,164	\$2,490,256	2
Mary's Place *	\$1,417,164	\$1,339,718	4
Porchlight*	\$809,267	\$819,419	4
The Sophia Way	\$421,656	\$450,045	3
Urban League of Metropolitan Seattle	\$50,000	0	1
TOTAL	\$5,375,371	\$5,477,962	19
*Countywide Program(s) Included			

Areas For Improvement - Subregional Investments

To continue improving overall system health and outcomes for people experiencing homelessness in North King County, the following actions have been identified.

- **Incorporate subregional analysis of program performance and existing gaps in services within procurement of countywide homelessness response system.**
Status: In Progress | Timeline ongoing
- **Sustain and increase funding for programs serving North King County households.**
Status: In Progress | Timeline ongoing
- **Implement additional programs to meet demonstrated needs in the community.**
Status: In Progress | Timeline ongoing
- **Seek additional funding opportunities for ongoing program support. Ensure funding cliffs are proactively navigated to reduce impact on existing programs.**
Status: In Progress | Timeline ongoing



DATA SOURCE – OVERVIEW

As the lead agency for the King County Continuum of Care (CoC), KCRHA collects and manages data through multiple systems as required by the US Housing & Urban Development Department (HUD). An introduction to those data systems and approaches can be found below.

Homeless Management Information System (HMIS) Information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals, families, and persons at risk of homelessness. As the lead agency of the King County Continuum of Care, KCRHA administers HMIS in accordance with HUD data standards, which are updated annually.

Programs that receive funding from KCRHA must track client enrollments, exits, and basic demographic information within the HMIS system. As clients may enroll in multiple programs throughout their engagement with the service system (e.g. Day Center and Emergency Shelter) both “total enrollments” and “unique clients” are tracked in HMIS. Intake, status, and exit forms can be found here: <https://kingcounty.bitfocus.com/kc-client-forms-0>

Unsheltered Point in Time Count (PIT) Required every other year by HUD, the Unsheltered PIT is a count of those who are experiencing unsheltered homelessness within in Continuum of Care’s territory during a set period. HUD collects PIT count data from all Continuums of Care nationwide and uses these findings to guide system planning and to ensure federal funds are effectively deployed to address the local homelessness conditions.

Sheltered Point in Time Count (PIT) Conducted annually and required by HUD, the sheltered PIT is a count of all households who stay in temporary locations that indicate homelessness on the night of data collection. These temporary housing locations include emergency shelter (ES), Safe Havens (SH), and Transitional Housing (TH). It is important to note that ES includes a wide variety of shelter types, including enhanced shelter, emergency housing, tiny house villages, and motel vouchers. Additional information can be found on the HUD website:

<https://www.hudexchange.info/>

Housing Inventory Count (HIC) The HIC is a count of all beds or service units available in the homeless response system on the date of data collection. This includes the temporary housing locations listed above for the PIT, and homeless housing programs. These housing programs include Rapid Rehousing (RRH), Permanent Supportive Housing (PSH), and Other Permanent Housing (OPH). OPH includes programs such as Veterans Affairs Supportive Housing (VASH), and Emergency Housing Vouchers (EHV). Additional information and HIC reports can be found



on the HUD website: <https://www.hudexchange.info/programs/coc/coc-housing-inventory-count-reports/>

DATA REPORTING - NORTH KING COUNTY

2023 Housing Inventory Count & Sheltered Point in Time Count

The 2023 HIC and Sheltered PIT were conducted on January 26th, 2023. A brief survey was sent to the lead staff of more than 500 programs operating across King County looking at available beds and utilization rates on the night of data collection. Having an established partnership with KCRHA (existing contract and/or HMIS participation) was not a prerequisite for completing the survey.

The following tables include 2023 temporary and permanent housing beds and utilization rates for programs operated throughout King County and within the North King County subregion.

2023 Temporary Housing for People Experiencing Homelessness				
Housing Type	Total Beds Countywide (HIC)	Utilization Countywide (PIT)	Total Beds North King County (HIC)	Utilization North King County (PIT)
Emergency Shelter	5,344	91%	143	96%
Transitional Housing	1,895	80%	102	62%
Total	7,315	88%	245	79%

2023 Permanent Housing for People Experiencing Homelessness				
Housing Type	Total Beds Countywide (HIC)	Utilization Countywide (PIT)	Total Beds North King County (HIC)	Utilization North King County (PIT)
Permanent Supportive Housing	7,330	92%	95	83%
Total	7,330	92%	95	83%

2024 Housing Inventory Count & Sheltered Point in Time Count

The 2024 HIC and Sheltered PIT were conducted on January 25th, 2024. The process mirrored the approach used in previous years. The following tables include 2024 temporary and



permanent housing beds and utilization rates for programs operated throughout King County and within the North King County subregion.

2024 Temporary Housing for People Experiencing Homelessness				
Housing Type	Total Beds Countywide (HIC)	Utilization Countywide (PIT)	Total Beds North King County (HIC)	Utilization North King County (PIT)
Emergency Shelter	6,248	90%	143	96%
Transitional Housing	1,896	82%	55	100%
Total	8,144	86%	198	98%

2024 Permanent Housing for People Experiencing Homelessness				
Housing Type	Total Beds Countywide (HIC)	Utilization Countywide (PIT)	Total Beds North King County (HIC)	Utilization North King County (PIT)
Permanent Supportive Housing	7,768	91%	180	96%
Total	7,768	91%	180	96%

2024 Unsheltered Point in Time Count

KCRHA received approval from HUD to conduct the 2024 unsheltered count using a methodology called Respondent Driven Sampling (RDS). This methodology is consistent with the 2022 PIT Count. RDS has been shown to be effective in reaching people who are not already connected to services, providing a data point that supplements client data in the Homeless Management Information System (HMIS) and other systems. This methodology has a strong track record for producing high-quality demographic and population estimates, confirmed by numerous studies by academic researchers and the World Health Organization.

For the 2024 unsheltered PIT, KCRHA gathered data from January 22 – February 2, 2024, and then worked with an expert statistician at the University of Washington to advise on sampling design and statistical modeling. A comprehensive report on the findings from the 2024 Unsheltered PIT which provides subregional data readouts, is anticipated to be published in late 2024. More information on the 2024 Unsheltered PIT can be found here: <https://kcrha.org/data-overview/king-county-point-in-time-count/>

Homeless System Data – North King County



Homeless system performance data is regularly exported from the HMIS to inform planning efforts, address service “bottlenecks”, and provide insights on overall system function. Information on where people experiencing homelessness ultimately access services and what type of services those are, can be gleaned through HMIS data. All data entries are reported by provider staff at each participating program and exported from HMIS.

Program performance is reported to HMIS using the following “Outcomes”:

Unique Clients: Disaggregated number of households who enrolled in the program model during that calendar year. Often households enroll in one or more programs concurrently (i.e. day center and shelter).

Exits to Permanent Housing (Exits to PH): Total number of households who exited the program model into a permanent housing destination.

Returns to Homelessness (Returns): Total number of households exited from a homelessness program to permanent housing and re-enrolled in a homelessness program within one calendar year.

Upon intake, service providers capture “city of last residence” responses from program participants. The table below includes HMIS data reported from January 1st, 2024 – August 27th, 2024, for all clients who indicated one of the five North King County jurisdictions as their “city of last residence” upon intake. Programs operating across the county are included in this data set. Further disaggregation to identify the specific jurisdiction in which a client(s) received services can be conveyed upon request.

Program Type (Countywide)	Unique Clients	Exits to PH	Returns
Homelessness Prevention	169	107	0
Street Outreach	138	7	0
Emergency Shelter <i>Intake/Exit</i>	122	21	2
Rapid Re-Housing	51	13	1
Day Center	51	2	0
<i>Other Case Management, Safe Parking, Employment Program, etc.</i>	58	8	0
Transitional Housing	21	5	0
Emergency Shelter <i>Drop-in</i>	17	1	0
Safe Haven	3	3	0
TOTAL	630	167	3

Performance outcomes for programs which receive funding to serve the North King County homeless population are reported in HMIS. Performance data has been isolated by program



models (emergency shelter, transitional housing, and street outreach). The table below includes HMIS performance outcomes data reported from January 1st, 2024 – August 27th, 2024

2024 North King County Program Outcomes		
Program Type	Unique Enrollments	Exits to PH
Emergency Shelter Intake & Exit	220	56
Transitional Housing	22	0
Outreach	118	31
TOTAL	242	87

Areas for Improvement - Data

To continue improving overall system function and outcomes for people experiencing homelessness in North King County, the following data collection, management, and reporting actions have been identified.

- **Implement dynamic inventory management process within HMIS to ensure available beds and units may be directly referred to by providers.**
Status: Complete & Monitoring | Timeline Ongoing
- **Proactive monitoring and engagement of all programs with a focus on identifying and providing support for those that are not meeting performance targets.**
Status: In Progress | Timeline Ongoing

NORTH KING COUNTY SUBREGIONAL IMPLEMENTATION PLAN

The [Five-Year Strategic Plan](#) was unanimously approved by the KCRHA Governing Committee in June, 2023. The plan includes more than 75 actions focused on stabilizing and enhancing the homelessness response system via direct intervention at three tiers: individual service provider agencies, network of providers, and system-to-system connections.

To ensure the local landscape of services, stakeholders, opportunities, and gaps are tailored into implementation of the Five-Year Strategic plan, subregional plans are currently under development. The actions outlined in the areas of improvement section of this report will be included in the North King County Subregional Plan. Final drafts of the subregional plans are anticipated in Q4 of 2024.



SEVERE WEATHER RESPONSE

To address the need for a professionally staffed severe weather shelter in North King County partners invested a total of \$109,844 into a competitive Request for Proposal (RFP) process, which launched in September 2023. Proposals were reviewed and scored by a panel of raters with connection and familiarity to the North King subregion. The proposal received from Urban League of Metropolitan Seattle was awarded the highest score and a contract to provide severe weather shelter services was executed. Implementation of the program was originally slated for November 1st, 2023. Due to challenges around site identification, the shelter stand-up was delayed and ultimately came online in January 2024. St Dunstan's Episcopal Church in Shoreline hosted the shelter in 2024 and has agreed to continue this partnership in the upcoming winter season.

The shelter program activated in response to Tier 2 and Tier 3 weather conditions defined by KCRHA and in accordance with National Weather Service guidelines. More information on severe weather activation thresholds can be found on the KCRHA website:

<https://kcrha.org/resources/severe-weather-shelter/>

In addition to a warm bed for the night, all guests of the shelter were offered referrals to supportive services, supplies, meals, and transportation by the Urban League team. Two guests ultimately secured housing through the provision of move-in assistance which Urban League was able to connect the guests to. From January 1st- March 31st, 2024, the severe weather conditions led to the shelter opening for 15 nights. A total of 155 guests were served during those weather activations.

Urban League has continued to serve the North King County community during the summer months through operation of a cooling canopy, outreach to people living unsheltered, and supply distribution. The organization will also continue to operate the severe weather shelter at St Dunstan's for the upcoming winter season.

Areas for Improvement - Severe Weather Response

- **Proactively identify and engage potential host sites and constituencies for upcoming winter weather activations.**
Status: Not Started | Timeline Q4 2025
- **Pursue “seasonal shelter” which remains open for a set period during the winter months to ensure continuity for the population seeking shelter.**
Status: Not Started | Timeline Q4 2025



- **Establish a transportation partnership to support a shuttle service for people seeking shelter from across the subregion.**

Status: In Progress | Timeline Q1 2025





KCRHA
King County Regional Homelessness Authority

King County Regional Homelessness Authority

Lake Forest Park City Council

October 24, 2024

Presentation Overview

Abby Anderson

Planning Coordinator

Abigale.Anderson@kcrha.org

Nigel Herbig

Intergovernmental Affairs Manager

Nigel.Herbig@kcrha.org

KCRHA Leadership Updates

North King County ILA Annual Report

Severe Weather

Funding Recommendations



KCRHA Leadership Updates

Chief Executive Officer	Dr. Kelly Kinnison
Deputy CEO	<i>In Hiring Process</i>
Chief Programs Officer	Irene Agustin
Chief Finance Officer	James Rouse
Chief of Equity and Impact	<i>In Hiring Process</i>
Chief of External Affairs	<i>In Hiring Process; Acting: Lisa Edge</i>
Director of Planning and Special Projects	Dr. Monica Gross
Director of Homeless Investments	Arlene Hampton



North King County Annual Report Overview

- Background
- Funding
 - Process Overview
 - City Investments – 2023 & 2024
 - KCRHA Investments – 2023 & 2024
- NKC System Data
 - Data Source – Overview
 - Data Reporting
- NKC Sub-Regional Implementation Plan
- Severe Weather



North King County Key Accomplishments

- Technical Assistance
- Staff & Provider Connections
- Salesforce Transition
- HMIS Inventory Enhancement
- North King Severe Weather Shelter
- Local Experts Informing Regional Bodies of Work



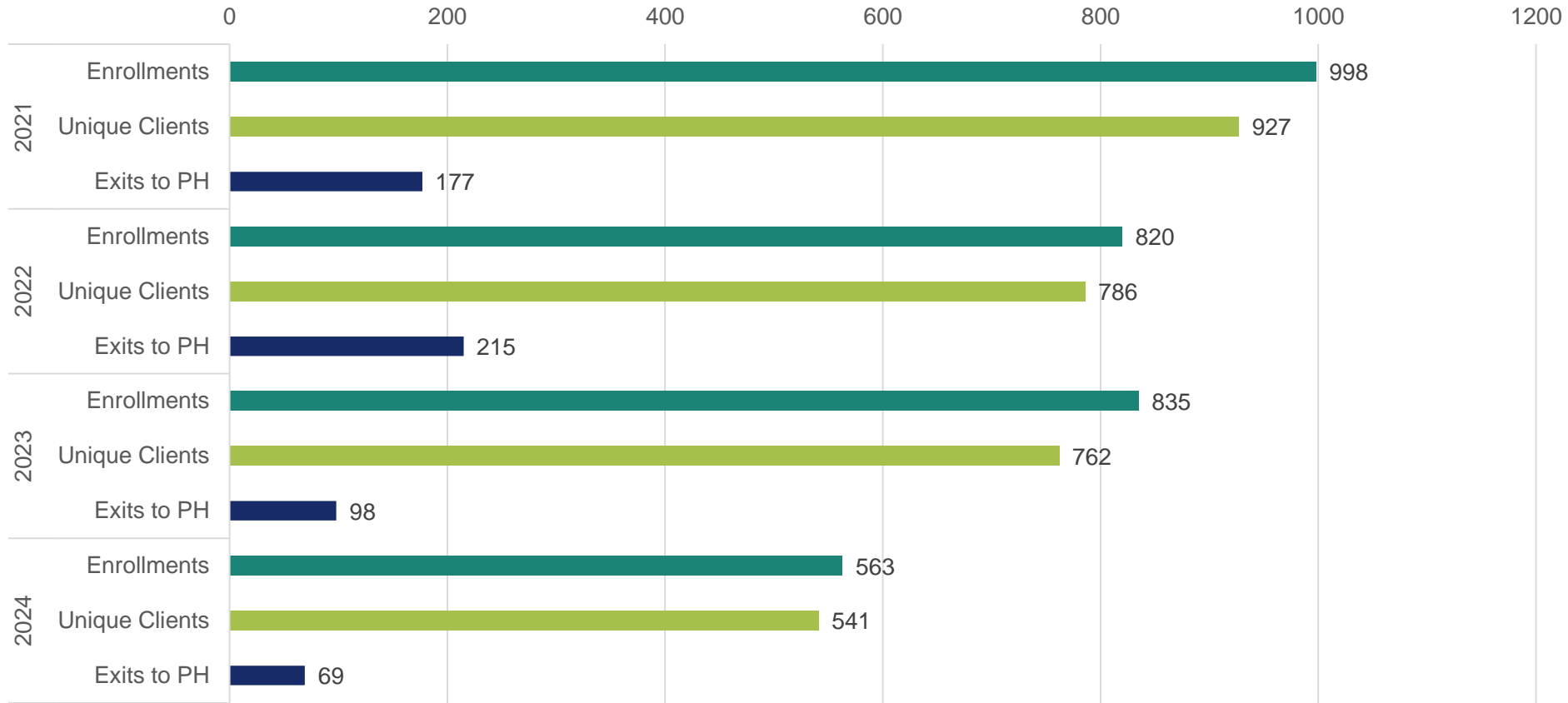
North King County Areas for Improvement

- Sustain and Increase Funding for Services
- Implement Tailored Programming
- System Planning Engagement
- Provider Pool
- Severe Weather Response



Program Performance Year Over Year

NKC Program Outcome Data 2021- 2024



*2024 Data is through September 2024



Severe Weather Shelter January - March 2024

- 15 Nights Activated
- 155 Guests Sheltered
- 310 Meals Served
- 2 Clients Received Move-in Assistance
- 14 Transportation Support Rides
- Service Referrals & Supplies Offered to All Guests



Severe Weather: Getting the Word Out

Where can I find info?

- KCRHA Website & Social Media
- City Partner Newsletters & Social Media
- Local News Outlets



KCRHA's Severe Weather Response Protocols are not currently active.

This page was last updated on Monday, October 30 at 11:39 am.

Across all seasons, Public Health of Seattle-King County has advice on [being prepared for hot weather](#), and [being prepared for wildfire smoke](#), and, in the case of extreme cold, [how to prevent and treat hypothermia](#).

Learn more about [thresholds for cold weather activation](#) or review our full [Severe Weather Policy](#).

Use the links below to find forecast information and year-round resources.

National Weather Service Seattle Briefings	Year-Round Regional Services Database	Current Seattle Forecast
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Shareable Graphics & Fliers

- Seattle
- North King County
- South King County
- East King County
- Snoqualmie Valley
- Ways the Community Can Help

North King County SEVERE WEATHER SHELTER

Overnight shelter open 8PM - 7AM during severe weather

Serves single adults and couples

Walk-ins welcome, calling ahead encouraged

Families with children call: 206-245-1026

Operated by the Urban League

Call ahead to reserve a bed:
206-837-2746

St. Dunstan's Church
722 N 145th Street, Shoreline

Activation status:

North King County Adapting Severe Weather Response

Investing in Adaptive Severe Weather Response

- Cooling Canopy Operation
- Outreach Services
- Supply Distribution
- Transportation Partnership



Lake Forest Park Funding



Funding Minimum: \$1.20 per capita = \$16,416.00 (2025 Lake Forest Park)



All ongoing contracts are including a 3% inflation adjustment



2024 Funding from Lake Forest Park:
\$16,344.00 investment in severe weather shelter



Continued severe weather investment would be **\$16,834.32**
(including 3% inflation adjustment)





Thank you.

Stay up to date by following us on social media and subscribing to our emails.

Scan this QR code to sign up for KCRHA emails →

   @KingCoRHA  @KCRHA



CITY OF LAKE FOREST PARK

PREPARING FOR THE 2025 LEGISLATIVE SESSION

SHELLY HELDER

GORDON THOMAS HONEYWELL
GOVERNMENT RELATIONS

OCTOBER 24, 2024



OVERVIEW

Developing a
Successful
Legislative Agenda

2025 Legislative
Session
Expectations

Draft 2025
Legislative Agenda

Next Steps

DEVELOPING A SUCCESSFUL LEGISLATIVE AGENDA

- Create a **biennial agenda** to align with the state's biennial budget cycle
- Keep the agenda **focused** on the top 3-5 priorities for the city
- Consider the **political and budget context**
- For funding requests:
 - Apply to relevant **grant programs** before going to the Legislature
 - The state prefers to be the "**last dollar in**" on projects that are ready to proceed
 - Have strong **community support**

SUCCESSSES TO DATE

- 2017 - \$540,000 for the Lyon Creek Culvert design
- 2018 - \$1,200,000 for the Lyon Creek Culvert design
- 2018 - \$300,000 for Five Acre Woods acquisition
- 2019 - \$500,000 for Burke Gilman Trail connector feasibility
- 2019 - \$650,000 for SR 104/40th Place NE Roundabout
- 2021 - \$432,000 for Lakefront Property Acquisition
- 2022 - \$100,000 for Burke Gilman Trail connector design
- 2023 - \$1,820,000 for the Lyon Creek Culvert construction

TOTAL DIRECT APPROPRIATIONS TO CITY OF LFP: **\$5,542,000**

2025 LEGISLATIVE SESSION EXPECTATIONS



First year of the two-year biennium, 105-day session

Tasks

- Develop 2025-27 Operating, Capital, and Transportation budgets
- Consider and adopt policy bills

Budget Context

- September 2024 revenue forecast projected a decrease of \$525M in the current biennium
- Transportation budget will continue to be constrained, discussions about a package
- Capital budget is not expected to increase in size like it has in recent years

Political Context

- Three initiatives on the November ballot have significant impacts on the state budgets if passed
- Not likely to have a shift in political majorities but there will be many new members
- House & Senate Committee on Committees

DRAFT 2025 LEGISLATIVE PRIORITIES

Lakefront Property

State Route 104 Roundabout

State Route 104: Complete Streets & Multimodal Connections

City Financial Challenges

NEXT STEPS



Council approval of Legislative Agenda

Brief the 1st District Legislators on City Legislative Agenda

Legislative Committee Days: December 9th – 13th

2025 Legislative Session begins on January 13th

Olympia Hill Day in 2025 - TBD

QUESTIONS?

Shelly Helder
360-209-3338
shelder@gth-gov.com

City of Lake Forest Park State Legislative Agenda 2025-2026

Lakefront Park

Despite the City's name, there is currently no public access to the lake in Lake Forest Park. The City is proudly advancing development of the Lakefront Park which is 3.3 acres on the shores of Lake Washington, near the city center and Burke Gilman Trail. The total project is estimated to cost \$12 million and will be implemented in phases, as funding is available. The City has already applied to several grant programs and requests \$1 million from the state capital budget to advance Phase 1.

State Route 104 Roundabout

State Route 104 is a two-lane highway that runs through the heart of Lake Forest Park. The intersection of 40th Place NE is a four-legged, skewed juncture that has several safety and traffic challenges. The City has taken the initiative to facilitate construction of a roundabout to improve the safety and mobility of the area. The total project costs a little over \$7 million. The City has committed its own resources, applied for funding from TIB and PWAA and there is still a funding gap of \$1.05 million. Recognizing resources are limited, the City requests the state prioritize funding to complete this project.

State Route 104: Complete Streets & Multimodal Connections

Complete Streets is an approach that enables safe access along and across streets for pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Beginning in 2022, state law requires WSDOT to incorporate Complete Streets principles into any project on a state route that costs more than \$500,000. WSDOT has identified SR 104 as requiring maintenance but limited resources continue to push the necessary work further into the future. The City requests \$16 million for WSDOT to perform the necessary maintenance along SR 104 through city limits and complete the pedestrian, bicyclist and transit rider enhancements needed to adhere to the Complete Streets law.

City Financial Challenges

To develop a 2025-26 balanced budget, the City will have to use several million dollars of unallocated reserves, essentially the City's savings account. LFP has taken advantage of every revenue stream granted by the state for general fund purposes. It is critical that the Legislature amend the property tax cap and tie it to inflation. However, every 1% increase in property tax yields ~\$33k per year for LFP so that alone will not address the dire financial condition. The cost of delivering basic city services like public safety and infrastructure maintenance are far outpacing 1%. The City requests the state amend the property tax cap, increase direct distributions to cities and provide new revenue tools.

Policy Positions

Affordable Housing: LFP supports the expansion of city tools and resources including incentives for development of affordable housing at the 30-50% AMI range and new revenue options for cities.

Fish Culverts: LFP continues to work its way upstream addressing fish blocking culverts. The City supports state policies that lower project costs and state investments to aid in timely removal of fish blocking barriers.

Traffic Safety Cameras: LFP supports legislation clarifying the use of traffic safety camera revenue to support public safety, both operating and capital costs.

Lake Forest Park supports those elements of the Association of Washington Cities' Legislative Agenda, Sound Cities Association Agenda, and SeaShore Transportation Forum that best serve the interests of the City.

**CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL WORK SESSION MEETING MINUTES
October 3, 2024**

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It is noted this meeting was held in person in the Emergency Operations Center at City Hall and virtually via Zoom.

Councilmembers present: Lorri Bodi, Deputy Mayor (via Zoom); Tracy Furutani, Vice Chair; Larry Goldman, Paula Goode, Jon Lebo, Semra Riddle

Councilmembers absent: Ellyn Saunders

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

Others present: none

CALL TO ORDER

Mayor French called the October 3, 2024 City Council special work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Cmbr. Furutani moved to adopt the agenda as presented. Cmbr. Riddle seconded. The motion to adopt the agenda as presented carried unanimously.

COUNCIL DISCUSSION TOPICS

Proposed 2025 – 2026 Biennial Budget – City Council Deliberations and Recommendations

Discussion topics brought up:

- City memberships and dues
- Identifying funded and unfunded FTEs
- Using a template for provisos and current provisos before the council
- Community Services
- Municipal Court
- Capital Improvement Plan projects
- Fund balances

ADJOURNMENT

There being no further business, Mayor French adjourned the meeting at 7:42 p.m.

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Tom French, Mayor
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Matt McLean, City Clerk

DRAFT

**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
October 10, 2024**

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It is noted this meeting was held in person in the Emergency Operations Center at City Hall and virtually via Zoom.

Councilmembers present: Lorri Bodi, Deputy Mayor; Tracy Furutani, Vice Chair; Larry Goldman, Paula Goode, Jon Lebo, Semra Riddle,

Councilmembers absent: Ellyn Saunders

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

Others present: 4 visitors

CALL TO ORDER

Mayor French called the October 10, 2024 City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

**Cmbr. Riddle moved to adopt the agenda as presented. Deputy Mayor Bodi seconded.
The motion to adopt the agenda as presented carried unanimously.**

The Council agreed to hear the Comprehensive Plan update before the budget discussion.

COUNCIL DISCUSSION TOPICS

2024 Lake Forest Park Comprehensive Plan Update

Director Hofman introduced David Fiske and Andrew Oliver from Leland Consulting Group. They gave a brief presentation on the Housing Element of the Comprehensive Plan.

Cmbr. Goldman arrived at 6:10.

Director Hofman along with the consultants responded to council questions.

Further discussion will happen during the upcoming regular council meeting.

Proposed 2025-2026 Biennial Budget – City Council Deliberations and Recommendations

Administrator Hill and Director Vaughn responded to questions regarding the 2025-2026 Biennial Budget.

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ADJOURNMENT

There being no further business, Mayor French adjourned the meeting at 6:54 p.m.

Tom French, Mayor

Matt McLean, City Clerk

DRAFT

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
October 10, 2024

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It is noted this meeting was held in person in the City Council Chambers and remotely via Zoom.

Councilmembers present: Lorri Bodi, Deputy Mayor; Tracy Furutani, Council Vice Chair; Larry Goldman, Paula Goode, Jon Lebo, Semra Riddle

Councilmembers absent: Ellyn Saunders

Staff present: Tom French, Mayor; 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: 13 visitors

CALL TO ORDER

Mayor French called the October 10, 2024 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor French led the Pledge of Allegiance.

ADOPTION OF AGENDA

Cmbr. Riddle moved to adopt the agenda. **Cmbr. Goode seconded.**

Deputy Mayor Bodi moved to amend the agenda to move the Closed Session before Council Discussion and Action and add Continued Discussion of the Comprehensive Plan Update to Council Discussion and Action. **Cmbr. Furutani seconded. The motion to adopt the agenda as amended carried unanimously.**

PUBLIC COMMENTS

Mayor French invited comments from the audience.

- Nigel Keiffer provided comments on the budget for the proposed Lakefront Park.

- 1 • Don Nibouar provided comments on the consultant contract for a 2025 levy lid lift. He
- 2 would like to see council engage with the community from day one.
- 3 • Alan Kiest provided comments on the consultant contract for a 2025 levy lid lift.
- 4 Concerns on the wording of the resolution to sign the consultant contract.

5
6 There being no one else in the audience wishing to speak, Mayor French closed public
7 comment.

8
9 **PUBLIC HEARING – Resolution 24-1972/Concerning State Ballot Initiative 2066 Concerning**
10 **Regulating Energy Services, Including Natural Gas and Electrification**

11
12 Cmr. Furutani summarized the initiative – there will be effects on LFP residents either way.

13
14 Mayor French opened the Public Hearing for comments.

15
16 Mayor French read the following names and the position they urge the Council to take into the
17 record:

- 18 • Sarah Phillips – oppose
- 19 • Elizabeth Simmons-O’Neill – oppose
- 20 • Wynn Harper – no position
- 21 • David Shneidman – no position
- 22 • Barbara & Theodore Husted – Support
- 23 • Matthew Son – oppose
- 24 • Sally Yamasaki – oppose
- 25 • Tony Angell & Lee Rolfe – oppose
- 26
- 27 • Nigel Keiffer provided a comment urging the council to support Initiative 2066.

28
29 There being no one else in the audience wishing to speak, Mayor French closed public
30 comment.

31
32 **Discussion, consideration and/or action on Resolution 24-1972/Concerning State Ballot**
33 **Initiative 2066 Concerning Regulating Energy Services, Including Natural Gas and**
34 **Electrification**

35
36 **Cmr. Furutani moved** to adopt Resolution 24-1972 to Oppose Initiative 2066. **Cmr.**
37 **Riddle seconded. The motion to adopt Resolution 24-1972/In Opposition of**
38 **Washington State Ballot Initiative 2066 Concerning Regulating Energy Services carried**
39 **unanimously.**

40
41

1 **PROCLAMATIONS**

2
3 **Breast Cancer Awareness Month**

4
5 Cmbr. Riddle read a proclamation recognizing October as Breast Cancer Awareness Month.

6
7 **Domestic Violence Awareness Month**

8
9 Cmbr. Furutani read a proclamation recognizing October as Domestic Violence Awareness
10 Month.

11
12 **CONSENT CALENDAR**

13
14 **Cmbr. Furutani moved** to approve the Consent Calendar as presented. **Cmbr. Riddle**
15 **seconded. The motion to approve the Consent Calendar as presented carried**
16 **unanimously.**

- 17
- 18 A. September 23, 2024 City Council Committee of the Whole Meeting Notes
- 19 B. September 26, 2024 City Council Special Work Session Minutes
- 20 C. September 26, 2024 City Council Regular Meeting Minutes
- 21 D. September 30, 2024 City Council Special Meeting Minutes
- 22 E. Accounts Payable dated 10/10/2024 Claim Fund Checks Nos. 86808 through 86843 in
- 23 the amount of \$227,024.47, a 9/28/2024 Payroll Fund ACH transaction in the amount of
- 24 \$172,195.45, a Direct Deposit transaction in the amount of \$189,812.66. Total approved
- 25 claim fund transactions: \$589,032.58.

26
27 **ORDINANCES AND RESOLUTIONS FOR INTRODUCTION/REFERRAL**

28
29 **RESOLUTION 24-1973/Authorizing the Mayor to Sign a Professional Services Agreement with**
30 **Liz Loomis Public Affairs for Levy Lid Lift Consulting Services**

31
32 Administrator Hill presented the item and responded to questions.

33
34 This will be brought back at a future meeting for further discussion.

35
36 **RESOLUTION 24-1971/Confirming the City’s Share of the 2025-2026 Regional Crisis Response**
37 **Agency Budget**

38
39 Administrator Hill gave a brief overview of the funding for the Regional Crisis Response Agency
40 and responded to questions.

41
42 This will be brought back at a future meeting.

43

1 **CLOSED SESSION – Collective Bargaining pursuant to RCW 42.30.140(4)(b).**

2
3 The City Council went into Closed Session at 8:05 p.m. for approximately 35 minutes to discuss
4 Collective Bargaining pursuant to RCW 42.30.110(1)(b).

5
6 The Council returned from the Closed Session at 8:40 p.m. No announcements were made,
7 and no action was taken.

8
9 **COUNCIL DISCUSSION AND ACTION**

10
11 Deputy Mayor Bodi opened a discussion to review the Comprehensive Plan Update.

12
13 **OTHER BUSINESS**

14
15 *Cmbr. Furutani moved* to excuse Cmbr. Saunders. *Cmbr. Riddle seconded. The motion*
16 *to excuse Cmbr. Saunders passed with Cmbr. Riddle dissenting.*

17
18 **COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**

19
20 Councilmembers reported on advisory body meetings they attended.

21
22 Mayor French reported on meetings he attended as well as mobility concerns he has heard
23 from the community.

24
25 Administrator Hill gave a brief staffing update.

26
27 **ADJOURNMENT**

28
29 There being no further business, Mayor French adjourned the meeting at 9:40 p.m.

30
31
32 _____
33 Tom French, Mayor

34
35
36 _____
37 Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL MEETING MINUTES
October 14, 2024

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It is noted this meeting was held in person in the Emergency Operations Center and remotely via Zoom.

Councilmembers present (via Zoom): Lorri Bodi, Deputy Mayor; Tracy Furutani, Council Vice Chair; Larry Goldman, Paula Goode, Jon Lebo, and Semra Riddle, Ellyn Saunders

Councilmembers absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Shannon Moore, Human Resources Director; Matt McLean, City Clerk

Others present: 0 visitors

CALL TO ORDER

Mayor French called the October 14, 2024 City Council special meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Cmbr. Furutani moved to approve the agenda as presented. **Cmbr. Riddle seconded.**
The motion to adopt the agenda as presented carried unanimously.

ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i)

The City Council went into Executive Session at 6:04 p.m. for approximately 20 minutes to discuss potential litigation pursuant to RCW 42.30.110(1)(i).

The Council returned from the Executive Session at 6:26 p.m. No announcements were made, and no action was taken.

ADJOURNMENT

A majority of the Councilmembers left the meeting at 6:28 p.m. Since there wasn't a quorum present, the meeting ended at 6:29 p.m.

- 1
- 2
- 3

 Tom French, Mayor
- 4
- 5
- 6
- 7

- 8 Matt McLean, City Clerk

DRAFT

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
10/24/2024

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, a Pre-paid Accounts Payable Dated 10/09/24 CLAIM FUND Check No. 86844 in the amount of \$3,654.87, an Accounts Payable Dated 10/24/24 CLAIM FUND Check Nos. 86845 through 86915 in the amount of \$472,245.54, a 10/08/24 PAYROLL FUND ACH transaction in the amount of \$190,309.66, a DIRECT DEPOSIT transaction in the amount of \$190,808.72, are approved for payment this 24th day of October 2024.

Additional approved transactions are:

- ACH transaction Elavon in the amount of \$557.98
- ACH transaction Invoice Cloud in the amount of \$390.25
- ACH transaction State of Washington in the amount of \$7,739.03
- ACH transaction US Bank Credit Card in the amount of \$64,665.17

Total approved claim fund transactions: \$930,371.22

City Clerk

Mayor

Finance Committee

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
 Printed: 10/17/2024 - 4:17PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	10/24/2024	Elavon		AP		557.98
0	10/24/2024	Invoice Cloud		AP		390.25
0	10/24/2024	State of Washington		AP		7,739.03
86845	10/24/2024	AARD Pest Control, Inc		AP		142.29
86846	10/24/2024	American Traffic Solutions Inc.		AP		32,744.00
86847	10/24/2024	Shelly Arenas		AP		11,000.00
86848	10/24/2024	Aurora Rents, Inc.		AP		9.92
86849	10/24/2024	Axon Enterprise, Inc.		AP		9,011.77
86850	10/24/2024	Anthony Carl Basler		AP		140.00
86851	10/24/2024	Brown Bear Car Wash		AP		17.00
86852	10/24/2024	Century Link		AP		106.56
86853	10/24/2024	City Of Black Diamond		AP		4,465.00
86854	10/24/2024	City of Lake Forest Park		AP		764.76
86855	10/24/2024	Conсор North America, Inc.		AP		8,020.25
86856	10/24/2024	Databar		AP		3,794.97
86857	10/24/2024	DataQuest, LLC		AP		183.00
86858	10/24/2024	Galls, LLC		AP		40.79
86859	10/24/2024	Gordon Thomas Honeywell Gov't. Affa		AP		3,150.00
86860	10/24/2024	Gray & Osborne, Inc.		AP		3,426.96
86861	10/24/2024	Britney Hall		AP		20.00
86862	10/24/2024	Jessica Halterman		AP		170.18
86863	10/24/2024	Michael Harden		AP		125.50
86864	10/24/2024	Department 32 - 2501271310 Home De		AP		310.37
86865	10/24/2024	Cassandra Howard		AP		127.83
86866	10/24/2024	IWORQ Systems		AP		14,500.00
86867	10/24/2024	Jet City Printing, Inc.		AP		578.55
86868	10/24/2024	Johnston Group, LLC		AP		3,925.00
86869	10/24/2024	Thomas Jordan		AP		50.78
86870	10/24/2024	KDH Consulting, Inc		AP		191.92
86871	10/24/2024	King County Finance		AP		66.00
86872	10/24/2024	King County Finance		AP		824.00
86873	10/24/2024	King County Finance		AP		3,409.94
86874	10/24/2024	King County Finance		AP		85.07
86875	10/24/2024	King County Finance & Business		AP		226,502.10
86876	10/24/2024	King County Pet License		AP		75.00
86877	10/24/2024	LaMotte Company		AP		19.60
86878	10/24/2024	Law Offices of Christian W. Smith		AP		300.00
86879	10/24/2024	Angelina Lombardo		AP		4.59
86880	10/24/2024	Loomis		AP		434.48
86881	10/24/2024	Madrona Law Group, PLLC		AP		21,399.00
86882	10/24/2024	McNamara Industries Inc		AP		242.77
86883	10/24/2024	Francisco Montague		AP		69.51
86884	10/24/2024	Moon Security Service Inc.		AP		1,709.28
86885	10/24/2024	Kate Morgan		AP		0.36
86886	10/24/2024	Navia Benefit Solutions		AP		300.00
86887	10/24/2024	Northshore Utility District		AP		21,612.23

Check No	Check Date	Name	Comment	Module	Clear Date	
86888	10/24/2024	Office Depot, Inc.		AP		334.96
86889	10/24/2024	O'Reilly Automotive Stores, Inc.		AP		112.78
86890	10/24/2024	Peerless Network, Inc		AP		1,039.61
86891	10/24/2024	Jeffrey & Victoria PETTIROSS		AP		35,250.00
86892	10/24/2024	Pitney Bowes Global Financial Svcs.		AP		584.81
86893	10/24/2024	Jhunior Plantilla and Laricel Cambroner		AP		134.64
86894	10/24/2024	Public Safety Testing, Inc.		AP		399.00
86895	10/24/2024	Puget Sound Emergency Radio Network		AP		6,645.60
86896	10/24/2024	Puget Sound Energy		AP		396.04
86897	10/24/2024	Rotary Club of Lake Forest Park		AP		125.00
86898	10/24/2024	SCJ Alliance		AP		20,978.75
86899	10/24/2024	Staples Advantage		AP		478.56
86900	10/24/2024	State of Washington		AP		2,325.89
86901	10/24/2024	State Treasurer's Office		AP		6,947.50
86902	10/24/2024	Stewart MacNichols Harmell, Inc., P.S.		AP		10,163.13
86903	10/24/2024	The Bag Lady, Inc.		AP		1,781.35
86904	10/24/2024	The Sherwin-Williams		AP		87.98
86905	10/24/2024	TK Elevator Corporation		AP		891.31
86906	10/24/2024	Transpo Group USA Inc		AP		2,287.50
86907	10/24/2024	Transportation Solutions Inc		AP		2,925.43
86908	10/24/2024	Tuscan Enterprises, Inc,		AP		495.90
86909	10/24/2024	United Rentals		AP		275.75
86910	10/24/2024	Utilities Underground Location Ctr.		AP		85.80
86911	10/24/2024	Washington Association of Sheriffs & P		AP		245.00
86912	10/24/2024	Washington Criminal Justice Training C		AP		100.00
86913	10/24/2024	Washington State Department of Licens		AP		162.00
86914	10/24/2024	Washington State Patrol		AP		121.50
86915	10/24/2024	Waste Management Northwest		AP		2,798.42
Total Check Count:						74
Total Check Amount:						480,932.80

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
Printed: 10/17/2024 - 4:19PM
Cleared and Not Cleared Checks

Section 9, Item E.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	10/7/2024		DD 00507.10.2024	PR		190,808.72
Total Check Count:						1
Total Check Amount:						190,808.72

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
Printed: 10/17/2024 - 4:35PM
Cleared and Not Cleared Checks

Section 9, Item E.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
86844	10/9/2024	Caliber Holdings Corporation		AP		3,654.87
Total Check Count:						1
Total Check Amount:						3,654.87

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
 Printed: 10/16/2024 5:04 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	10/07/2024	1,715.74
ACH	NAVIA	Navia Benefit Solutions, Inc.	10/07/2024	7,784.04
ACH	NAVIAFSA	Navia - FSA	10/07/2024	233.34
ACH	NAVIAHRA	Navia - HRA	10/07/2024	275.00
ACH	PFLTRUST	LFP PFL Trust Account	10/07/2024	1,988.94
ACH	TEAMDR	National D.R.I.V.E.	10/07/2024	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	10/07/2024	500.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	10/07/2024	1,688.53
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	10/07/2024	9,859.84
ACH	ZAWC	AWC	10/07/2024	42,723.58
ACH	ZDREAHE	Dream Ahead	10/07/2024	100.00
ACH	ZEMPSEC	Employment Security Dept.	10/07/2024	535.84
ACH	ZEMPWACA	Wa.Cares Tax	10/07/2024	868.58
ACH	ZGUILD	LFP Employee Guild	10/07/2024	1,025.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	10/07/2024	31,764.82
ACH	ZL&I	Washington State Department of Labor & I	10/07/2024	6,975.36
ACH	ZLEOFF	Law Enforcement Retirement	10/07/2024	15,120.30
ACH	ZLFPIRS	Lake Forest Park/IRS	10/07/2024	34,682.53
ACH	ZPERS	Public Employees Retirement	10/07/2024	22,968.59
ACH	ZTEAM	Teamsters Local Union #117	10/07/2024	212.34
ACH	ZWATWT	Washington Teamsters Welfare Trust	10/07/2024	9,282.84
Total for 10/7/2024:				190,309.66
Report Total (21 checks):				190,309.66



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 24, 2024
Originating Department	Municipal Court
Contact Person	Julie Espinoza, Court Administrator
Title	Resolution 24-1975/Canceling Certain Checks

Legislative History

- First Presentation October 24, 2024 Regular Meeting
-

Attachments:

1. Resolution Number 24-1975
-

Executive Summary

Resolution Number 24-1975 proposes canceling unclaimed checks and transferring the associated funds to the State under the Revised Uniform Unclaimed Property Act.

Background

State law allows for the nullification of checks that remain un-presented for payment a year after they have been issued. The City’s Municipal Court issued a "lost check affidavit" letter to each payee, providing an option to request a reissue if their check was lost or misplaced. However, since we haven't received any response from the payees, we recommend the cancellation of these checks.

All funds from these canceled checks will be forwarded to the State of Washington as outlined in Chapter 63.30 RCW, or the "Revised Uniform Unclaimed Property Act," once they are considered abandoned. Unclaimed property funds need to be submitted to the Washington State Department of Revenue annually by October 31st.

Fiscal & Policy Implications

Transferring the unclaimed funds to the state means the city is not holding onto the money, and eliminates the need to wait indefinitely for potential claimants. There are six checks with a total value of \$514.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve the resolution	The checks would be canceled and the unclaimed money would be sent to the state
<ul style="list-style-type: none">• Not approve the resolution	The unclaimed money would need to be tracked by the city in order to fulfill claims if someone were to claim it.

Staff Recommendation

Approve the Resolution.

RESOLUTION NO. 24-1975

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CANCELING CERTAIN CHECKS NOT PRESENTED TO THE CITY FOR PAYMENT WITHIN ONE YEAR OF BEING ISSUED AND TURNING OVER SAID CHECKS TO THE STATE PURSUANT TO RCW 39.56.040

WHEREAS, the Court Administrator for the City of Lake Forest Park has advised the City Council that certain checks of the City of Lake Forest Park remain outstanding and have not been presented for payment within one year of being issued; and

WHEREAS, RCW 39.56.040 requires that all checks (other than registered or interest-bearing checks) issued by the City of Lake Forest Park shall be canceled when not presented for payment within one year of being issued; and

WHEREAS, pursuant to Chapter 63.30 RCW, the “Revised uniform unclaimed property act,” all monies deemed abandoned from the canceled checks must be remitted to the State of Washington;

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

Section 1. The following checks of the City of Lake Forest Park’s Municipal Court, of which are neither registered or interest-bearing checks, and based on their issue date are hereby declared, pursuant to RCW 39.56.040, canceled. Said checks shall no longer be recognized as authorization for payment of City monies.

DATE ISSUED	CHECK #	PAYEE	AMOUNT
8/17/2023	2200	JUSTICE OHALL	\$200
10/18/2022	2100	ALESSA SULAIMAN ENTERPRISE FM	\$46
11/16/2022	2115	TRUST	\$136
1/18/2023	2129	KAYLEE LORD	\$61
2/16/2023	2141	EIHAB AHMED	\$71

Section 2. All monies from the canceled checks will be remitted to the State of Washington pursuant to Chapter 63.30 RCW, the “Revised uniform unclaimed property act”.

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 24th day of October 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: October 14, 2024
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1975



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 24, 2024

Originating Department Finance Department

Contact Person Aaron Emmons, Information Technology Manager

Title Resolution 24-1983/Authorizing the Mayor to Sign an Interlocal Agreement with Yakima County Technology Services for Offsite Data Storage

Legislative History

- First Presentation October 24, 2024 Special Meeting

Attachments:

1. Resolution 24-1983
2. Interlocal Agreement with Yakima County Technology Services

Executive Summary

The proposed Interlocal Agreement with Yakima County Technology Services (“ILA”) provides a needed data storage solution and offsite disaster recovery server site. The ILA is one year long and costs \$4,858. The City has entered into ILAs with Yakima County Technology Services (“Yakima County”) for these services since 2020.

In 2019, the City began looking for another information technology data storage solution when the Washington State Archives facility eliminated the option to store backup tapes for cities. It was also recognized that the City lacked an offsite disaster recovery server. Such servers are considered a best practice in the event of a cyberattack or a natural disaster. Implementing an offsite disaster recovery server improves the City’s resiliency to and minimizes the downtime or loss resulting from an unexpected cyberattack or natural disaster.

Background

The City needed an offsite backup and disaster recovery server in a location far enough away not to be affected by the same natural disaster. Yakima County offers this service to multiple other cities throughout Western Washington. Mukilteo and Sumner both have active Interlocal Agreements with

Yakima County and are extremely satisfied with the services provided. The City has also been very pleased with the services provided by Yakima County under prior ILA agreements.

Fiscal & Policy Implications

The ILA with Yakima County costs will increase to \$4,858 for 2024.

If the City needs to increase rack space in the future for additional offsite backup storage, the cost will also increase. The cost for Yakima County’s services is reasonable based on the internet access and rack space provided in a controlled environment that satisfies all government and police security requirements.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Adopt the Resolution authorizing the Interlocal Agreement with Yakima County’s Technology Services	Provides a disaster recovery offsite backup storage facility in the event of an emergency that appropriately backs up the City’s virtual server and gets the City a step closer to the ideal best practice recommendations.
<ul style="list-style-type: none">• Do not approve the Resolution	Risk losing data in the event of a natural disaster or a cyberattack. In addition, it does not comply with best practice recommendations. Potentially greater expense because other offsite options are more expensive.

Staff Recommendation

Adopt the Resolution Authorizing the Mayor to Sign an Interlocal Agreement with Yakima County Technology Services for Offsite Data Storage.

RESOLUTION NO. 24-1983

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH YAKIMA COUNTY INFORMATION TECHNOLOGY SERVICES

WHEREAS, the City of Lake Forest Park (“City”) requires business related technology services that Yakima County Information Technology Services (“County”) is able to supply; and

WHEREAS, this Interlocal Agreement between the City and County provides these needed services at the cost-effective annual rate of \$4,858.

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

Section 1. APPROVAL. The Mayor is authorized to sign the Interlocal Agreement with Yakima County Information Technology Services in substantially the form 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: October 17, 2024
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1983



Yakima County Information Technology Services

Section 9, Item G.

Yakima County Technology Building
217 North 1st Street
Yakima, WA 98901
Phone: (509)574-2000 - FAX: (509)574-2001
Internet: www.co.yakima.wa.us

INTER-LOCAL AGREEMENT

Yakima County Information
Technology Services
217 N First Street
Yakima, WA 98901

Agency	City of Lake Forest Park
Street Address	17425 Ballinger Way NE
City, State, Zip	Lake Forest Park, WA 98155

1. Purpose

This Inter-Local Agreement Number, 2025-005 (ILA) is executed by Yakima County Information Technology Services (YCITS) and City of Lake Forest Park (the City). This ILA sets forth the obligations of the parties with respect to YCITS' provision of business related technology services. The City will be referred to in this document as 'the Customer', and Yakima County will be referred to as 'the County'.

2. Term and Termination

The term of this ILA is effective upon the date of execution by both parties and shall remain in full force and effect for one year (January 1, 2025 through December 31, 2025). Renewal will occur upon Customer signing a new Inter-Local Agreement Attachment C: Service Locations and Costs form which the county will send out yearly. The attachment C renewal form will include any price changes.

This ILA will not be in effect during any period of interruption to YCITS' processing capability which is caused by a disaster, as declared by the Director of YCITS.

3. Scope of Agreement

The scope of this agreement includes the Inter-Local Agreement and Attachment A: Terms of Service Services, Locations and Costs, Attachment B: Disclosure, and Attachment C: Services, Locations and Costs.

All information and data produced by and for the Customer is the property of the Customer who is solely responsible for its stewardship, retention and production, according to the applicable laws and statutes of the State of Washington. Data and information will be made available to the Customer in an agreed to form suitable to migration, should this ILA be terminated.

4. Service Costs, Billing and Termination Liability

The Customer agrees to pay YCITS all nonrecurring costs (purchase, configuration and installation) and recurring yearly costs, fees, and charges associated with the Services that are requested. The rates for the yearly charges for the 2025 fiscal year are listed in Attachment C.

YCITS will bill the Customer: Annual Monthly Quarterly

for these services, with billing commencing on the date of acceptance of services to that site. Recurring yearly costs for services are recalculated each year. By signing attachment C yearly, the Customer agrees to pay for services at that year's prices.

5. Information Technology Services Help Desk

The YCITS Help Desk is staffed 8 hours per day, 5 days a week. The Help Desk telephone number is 509-574-2000.

There may be some shifts during normal business hours when a technician is not immediately available. If the phone is busy or if the technician is away from the phone working on other problems, the caller will be asked to leave a voice mail message.

Helpdesk tickets can also be created by sending an email with a description of the problem in the body of the email to TS-Help@co.yakima.wa.us .

6. Network Maintenance

YCITS reserves the right to schedule and to perform system maintenance as necessary. Notification is typically provided by e-mail five days in advance unless an emergency exists.

7. Problem Management

Problem Reporting

The YCITS Help Desk will collect information from the Customer and open an electronic trouble ticket. Information needed for problem reporting and tracking will include:

- a. name of person reporting problem
- b. return call telephone number
- c. person and location experiencing the problem
- d. description of the problem
- e. when the problem started

The YCITS Help Desk typically refers problem tickets to technicians, during working hours, within ½ hour of initial receipt of the problem report. All requests for service should be routed through the County help desk.

Most problems will be resolved during business hours. Those issues that are deemed to be critical in nature may be addressed after hours when approved by YCITS.

Problem Resolution

A problem will be considered resolved when the service becomes fully functional again and service performance is acceptable to the Customer.

8. Inter-local Agreement Changes

The ILA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the ILA and will take precedence over the original ILA. No modifications will be effective until they are attached to the Inter-Local Agreement and mutually executed by both parties.

9. Indemnification/Hold Harmless

- a. **City Held Harmless.** The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this ILA. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. **County Held Harmless.** The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this ILA. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- c. **Waiver Under Washington Industrial Insurance Act.** The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. Insurance

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this ILA as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

11. Compliance with Laws

In the performance of its obligations under this ILA, each party shall comply with all applicable federal, state, and local laws, rules, and regulations, and each party shall be solely responsible and liable for its own compliance.

12. Recording

Consistent with RCW 39.34.040, this ILA shall be filed for recording upon full execution or posted on the parties' respective websites listed by subject matter.

13. Authorization/Acceptance

This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. Customer hereby authorizes YCITS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of the ILA.

14. Miscellaneous

- a. Entire Agreement. This ILA constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.
- b. Severability. If any provision of this ILA or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this ILA and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- c. Default. In the event either of the parties defaults on the performance of any terms of this ILA or either party places the enforcement of this ILA in the hands of an attorney, or files a lawsuit, each party shall pay all its own attorneys' fees, costs, and expenses. The venue of any action arising out of this ILA shall be in the State of Washington, in and for King County.
- d. Waiver. Failure of either party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- e. Assignability. The rights, duties, and obligations of any Party to this ILA shall not be assignable.

15. Contact Information

ILA management and correspondence regarding this ILA should be directed to:

Customer Contact		YCITS Contact	
Name	Lindsey Vaughn	Name	Dale Panattoni
Agency Name	City of Lake Forest Park	Agency Name	Yakima County Information Technology Services
Street Address	17425 Ballinger Way NE	Street Address	217 N. First Street
City, State, Zip	Lake Forest Park, WA 98155	City, State, Zip	Yakima WA 98901
Phone:	206 368-5440	Phone:	509-574-2005
Email:	lvaughn@cityofffp.gov	Email:	dale.panattoni@co.yakima.wa.us

Here is the list of address of all servicing location (s).

Servicing Location (s) Address:	
1	1216 South 18th Street Yakima, WA 98901 (SDC)

Please provide a point of contact to coordinate technical services, maintenance windows, planned outages and unexpected issues.

Technical Customer Contact	
Name	Aaron Emmons
Position	
Telephone	206 368-5440
Alternate Phone:	
Email:	aemmons@cityofflp.gov

Please provide the point of contact for billing.

Billing Customer Contact	
Name	
Street Address	17425 Ballinger Way NE
City, State, Zip	Lake Forest Park, WA 98155
Phone:	206 368-5440
Email:	ap@cityofflp.gov

**Attachment A
ILA City of Lake Forest Park 2025-002**

Terms of Service

- 1. Ownership of equipment:**
 - a. Customer will be the owner of all equipment.
 - b. County will be steward of all network equipment regardless of ownership.
- 2. Purchase of equipment:**
 - a. If owned by Customer, then Customer must pay vendor in full.
 - b. If County owned, County must pay and bill as appropriate.
- 3. Maintenance of equipment:**
 - a. Maintenance will be defined as those activities required to keep the domain running at peak efficiency. This will include configuration, repair and troubleshooting.
- 4. Administration of equipment:**
 - a. County to administer domain operations.
 - b. Replacement funding
 - i. If County owned, County responsibility
 - ii. If Customer owned, Customer responsibility
 - c. Administration costs
 - i. Included in Customer rates for normal administration
 - ii. Billable for extraordinary operations
 - 1. Negotiated prior to operation taking place
 - 2. Billed at then current rates
- 5. Specific deliverables:**
 - a. Operations
 - i. County agrees to provide all services listed in Attachment C on a best effort basis. County maintains emergency outage protocols, alternate network pathways and spare equipment but does not guarantee operational uptime or speed of data transmission.
 - ii. The Customer agrees to provide a list of persons authorized to approve operational changes in services to include user accounts, security settings, for additions, modifications and deletions.
 - iii. The Customer agrees to provide a mutually agreed upon individual contact for service delivery issues.
 - iv. The Customer agrees to provide adequate workspace, furniture and phone for on-site county workstation support personnel.
 - v. The Customer agrees to provide a site location acceptable to the County for placing County equipment related to the delivery of services provided for in this ILA.
 - vi. Virus protection will be purchased by the Customer, installed at the computer level, and it is the Customer's responsibility to keep virus definition files updated to the latest version. It shall be the responsibility of the County to keep the virus definition files updated to the latest version, if said service is contracted with the County.
 - vii. County and the Customer agree to cooperate together in good faith to accomplish operational goals that benefit the Customer and County constituents.
- 6. Administration:**
 - a. Inform County Information Technology Services Admin regarding any changes of status in writing

- i. Email will work as long as it has all of the required elements.
 - 1. What is changing
 - 2. When is it scheduled to change
 - 3. Who will be affected
 - 4. How will they be affected
 - 5. Who will make the change
 - 6. Why is change necessary
 - 7. How long will the change take
 - 8. CC will be sent to all persons for all changes.

b. Hours of operations

Normal Business hours:	8:00 AM to 5:00 PM Monday through Friday
Critical business hours:	To be determined with Customer

c. Troubleshooting after business hours

- i. Call Out
 - 1. Specific procedures will be provided to the Customer in writing.
 - 2. Updates will be provided by County as necessary.
 - 3. All initial calls will be directed to County Help Desk at 574-2000 at all hours.
- ii. Response time window
 - 1. 30 Minutes from time of initial call to first returned call.
 - 2. Subsequent actions will be based upon County's priority matrix which will be provided to the Customer.
- iii. Response procedures will be provided to the Customer in writing and updated as necessary by County
- iv. Troubleshooting by County that is found to be caused by the Customer will be reimbursed at the Customer's expense.
- v. Mileage will be charged and reimbursed at current county rate, if appropriate.
- vi. Access to the Customer's facilities and equipment to be ensured by the Customer and arranged in advance.
- vii. Hourly charge for a call out outside of normal business hours is identified in Attachment C.

**Attachment B
ILA City of Lake Forest Park 2025-005**

Disclosure

1. Nondisclosure of Confidential and Personal Information

The County acknowledges that some of the material and information that may come into its possession or knowledge in connection with this contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW, or other state or federal statutes (“confidential information”). Confidential information includes, but is not limited to, certain names, certain addresses, Social Security numbers, financial profiles, credit card information, certain medical data, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. The County agrees to hold confidential information in strictest confidence and not to make use of confidential information for any purpose other than the performance of this ILA, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this ILA or as required by law, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Customer’s express written consent or as provided by law unless such disclosure is required by law. The County agrees to release such information or material only to employees or subcontractors who have signed a non-disclosure agreement, the terms of which have been previously approved by Customer. The County agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

“Personal information” including, but not limited to, “protected health information” (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals’ social security numbers collected, used, or acquired in connection with this ILA shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The County must comply with all HIPAA requirements and rules when determined applicable by the Customer. If Customer determines that (1) Customer is a “covered entity” under HIPAA, and that (2) the County will perform “business associate” services and activities covered under HIPAA, then at Customer’s request, Yakima County agrees to execute Customer’s business associate contract in compliance with HIPAA.

The County shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein.

The County and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the ILA and demand for return of all personal information. The County agrees to indemnify and hold harmless the Customer for any damages related to both: (1) the County’s unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of the County’s failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

2. Compelled Disclosure of Information

Notwithstanding anything in the foregoing to the contrary, the County may disclose data pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the County promptly notifies, to the extent practicable, the Customer in writing of such demand for disclosure so that the Customer, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the information; provided that the County will disclose only that portion of the requested information that, in the written opinion of its legal counsel, it is required to disclose. The County agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Customer with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Customer is unable to obtain or does not seek a protective order and the County is legally requested or required to disclose such information, disclosure of such information may be made without liability.

APPROVED
Yakima County Information Technology
Services

APPROVED
City of Lake Forest Park

Signature
Dale A. Panattoni, Director

Signature
Tom French, Mayor

Date

Date

Attachment C

ILA - City of Lake Forest 2025-005

Services, Locations, and Costs

Annual Cost of Services Provided to Customer

by Yakima County

Prepared On: 10-17-2024

Description Of Services Offered	Quantity	Unit Cost	Annual Cost
Datacenter Rack Space			
Rack space - full rack	0	\$ 10,694.25	\$ -
Rack space - 1/3 rack (14u)	0	\$ 4,189.50	\$ -
Rack space - per U	3	\$ 336.00	\$ 1,008.00
Dedicated Internet Access			
Dedicated Internet Access (10Mbps). Includes static IP /29 (5	0	\$ 1,320.00	\$ -
Dedicated Internet Access (25Mbps). Includes static IP /29 (5	0	\$ 2,310.00	\$ -
Dedicated Internet Access (50Mbps). Includes static IP /29 (5 addresses).			
Circuit ID: INT545	1	\$ 3,850.00	\$ 3,850.00
Dedicated Internet Access (100Mbps). Includes static IP /29 (5	0	\$ 5,492.00	\$ -
Dedicated Internet Access (500Mbps). Includes static IP /29 (5	0	\$ 11,000.00	\$ -
Dedicated Internet Access (1Gbps). Includes static IP /29 (5	0	\$ 13,750.00	\$ -
Static IP Address	0	\$ 240.00	\$ -
Dedicated Ethernet Access			
Dedicated Ethernet 10 Mbps. (1 year contract)	0	\$ 1,320.00	\$ -
Dedicated Ethernet 25 Mbps. (1 year contract)	0	\$ 4,620.00	\$ -
Dedicated Ethernet 100 Mbps. (1 year contract)	0	\$ 15,400.00	\$ -
Dedicated Ethernet 500 Mbps. (1 year contract)	0	\$ 19,800.00	\$ -
Dedicated Ethernet 1Gbps. (1 year contract)	0	\$ 22,440.00	\$ -
Email Services			
Email Administration (1-5 mailboxes). Not to exceed 8 hours/year	0	\$ 517.50	\$ -
Email Administration (6-15 mailboxes). Not to exceed 16 hours/year	0	\$ 1,035.00	\$ -
Email Administration (16-30 mailboxes). Not to exceed 24 hours/year	0	\$ 1,552.50	\$ -
Email Administration (31-50 mailboxes). Not to exceed 32 hours/year	0	\$ 2,070.00	\$ -
FireEye email protection	0	\$ 42.12	\$ -
Microsoft Email license - E2 Includes MFA, EMS, and P2 licenses	0	\$ 256.64	\$ -
Application and Hardware Support			
Acella Permit Management System - per license?	0	\$ 726.00	\$ -
MS PowerBI License	0	\$ 182.93	\$ -
Backup Administration	0	\$ 517.50	\$ -
Beast licensing by Porter Lee	0	\$ 1,076.35	\$ -
Beast Support	0	\$ 947.60	\$ -
Data Storage Backup - per Tb	0	\$ 50.00	\$ -
Dedicated Virtual Server	0	\$ 2,060.00	\$ -
Desktop Support	0	\$ 1,165.18	\$ -
Desktop Telephone	0	\$ 575.00	\$ -

Duo	0	\$	50.65	\$	-
Firewall setup, maintenance, and operations	0	\$	517.50	\$	-
Malware Bytes	0	\$	24.00	\$	-
MDT Support	0	\$	517.50	\$	-
Microsoft desktop software license - E3/G3	0	\$	329.30	\$	-
Netmotion Vendor Support	0	\$	128.67	\$	-
Ricoh AX	0	\$	105.55	\$	-
Ricoh Kofax	0	\$	61.15	\$	-
Security Cameras Software license	0	\$	9.17	\$	-
Server Support	0	\$	1,552.50	\$	-
Smartnet for Cisco	0	\$	123.60	\$	-
Veeam Backup license	0	\$	60.08	\$	-
Workday ERP License	0	\$	741.61	\$	-
Total				\$	4,858.00

Rates are reviewed and adjusted annually. Call out for support outside of normal business hours will be charged at \$200/hour with one hour minimum. After hours support may require additional costs for overtime and other expenses.

Only services and/or support items listed are included in this agreement. YCITS has the right to decline any work requests not listed in this agreement. Accepted requests made by the customer to YCITS for items not listed in this agreement will be charged at \$150/hour at quarter hour increments for services provided during working hours. Outside normal business hours will be charged \$200/hour in quarter hour increments, with a minimum one hour charge. Other services and support may be negotiated upon request.

APPROVED
Yakima County Information Technology

APPROVED
City of Lake Forest

Signature
Dale A. Panattoni, Director

Signature
Tom French, Mayor

Date

Date



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 24, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 24-1976/Authorizing the Mayor to sign the Interlocal Agreement for Regional Emergency Management, known as the North Shore Emergency Management Coalition

Legislative History

- First Presentation – October 24, 2024, Regular City Council Meeting

Attachments:

1. Proposed Interlocal Agreement
2. Current Interlocal Agreement

Executive Summary

The current Interlocal Agreement (ILA) for Regional Emergency Management, known as the North Shore Emergency Management Coalition (NEMCo), between the Cities of Lake Forest Park and Kenmore, and the Northshore Utility District and King County Fire District No. 16 was approved by Council at the November 8, 2018, regular meeting. During the succeeding 6-years, the needs of each founding agency have changed, necessitating this new ILA.

The Northshore Utility District has informed the board that their needs as an organization have changed and that continued membership in NEMCo no longer serves their needs and will not be involved after December 31, 2024.

The City of Kenmore has notified the board of their intention to explore alternatives in providing their community with emergency management services, potentially outside NEMCo, resulting in the proposed ILA duration of one year. Continued membership in NEMCo is one of the options Kenmore’s consultant will explore during their feasibility study.

The Fire District remains committed to NEMCo, though at a lower participation rate, as it provides training to support their operations and support of Community Emergency Response Teams (CERT).

Background

Emergency management involves coordinating and integrating activities to prepare for, respond to, and recover from disasters. This includes coordinating rescue efforts, providing emergency services, establishing predetermined escape and evacuation routes, making sure there are accessible stores of water and food, and opening emergency shelters.

Recognizing the benefits of coordinated actions in a disaster, and the limited resources of each of the founding agencies, NEMCo was formed to provide ongoing training to staff and elected officials, coordinated activation of the Emergency Operations Center (EOC), training of residents through CERT, resource management and preparation of emergency plans.

The largest stand up of the EOC in the past 6-years was in response to the Covid Pandemic. While member agencies did not meet in person, online formats were utilized to meet on a weekly basis for updates from state and regional emergency management agencies and to consider appropriate responses and timing of such, while operating in uncharted territory.

Fiscal & Policy Implications

During 2025, the administration will be following the study conducted by Kenmore and speaking to the benefits of the NEMCo model. The administration will also be exploring options on how NEMCo could move forward if Kenmore determines that a different approach better serves their community.

With the fire district participating at roughly ¼ their previous commitment, and NUD leaving NEMCo, the two cities will realize a large increase in costs to continue NEMCo through 2025, from \$47,528 in 2024 to \$83,861 in 2025.

If NEMCo is dissolved following CY2025, a reconciliation and distribution of any remaining funds and assets by Percentage Share will occur.

Alternatives

<i>Options</i>	<i>Results</i>
•	
•	

Staff Recommendation

Provide the administration with any information requests to be addressed in the next touch on November 7, 2024.

RESOLUTION NO. 24-1976

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AMENDED INTERLOCAL AGREEMENT FOR REGIONAL EMERGENCY MANAGEMENT WITH THE CITY OF KENMORE AND KING COUNTY FIRE DISTRICT NO. 16

WHEREAS, the Cities of Lake Forest Park and Kenmore are adjacent cities located along the north shores of Lake Washington and are both serviced by King County Fire District No. 16; and

WHEREAS, the Cities of Lake Forest Park and Kenmore are required to establish local organizations for emergency management pursuant to RCW 38.52.070; and

WHEREAS, the Cities of Lake Forest Park and Kenmore, along with King County Fire District No. 16, agree that it is in the best interest of their local communities to administer and coordinate their emergency management plans and programs; and

WHEREAS, the City Council deems it in the best interest of the City of Lake Forest Park to approve the proposed Interlocal 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 authorized to sign the Interlocal Agreement For Regional Emergency Management with the City of Kenmore and King County Fire District No.16, a copy of which is 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 ___ day of November, 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK: October 18, 2024
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1976

RESOLUTION NO. 1702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AMENDED INTERLOCAL AGREEMENT FOR REGIONAL EMERGENCY MANAGEMENT WITH THE CITY OF KENMORE, NORTHSHORE UTILITY DISTRICT, AND KING COUNTY FIRE DISTRICT NO. 16

WHEREAS, the Northshore Emergency Management Coalition (NEMCo), of which the City of Lake Forest Park is a member, has negotiated an amendment to the Interlocal Agreement for Regional Emergency Management approved in December 2016; and

WHEREAS, the Amended Interlocal Agreement amends Section 16, Annual Reconciliation, to allow the Lead Agency (Lake Forest Park) to hold over excess NEMCo funds from a previous year to purchase needed equipment and supplies when the NEMCo oversight committee deems it appropriate;

WHEREAS, the City Council deems it in the best interest of the City of Lake Forest Park to approve the proposed Amended Interlocal Agreement;

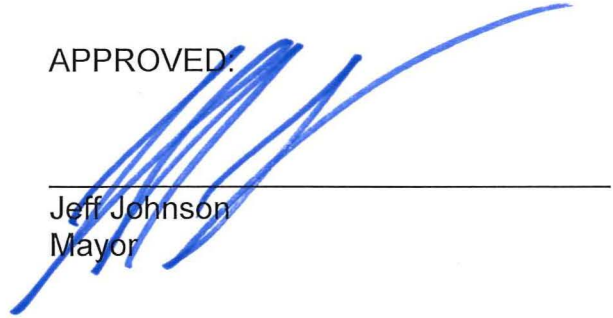
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Amended Interlocal Agreement For Regional Emergency Management with the City of Kenmore, Northshore Utility District and King County Fire District No. 16, a copy of which is 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.

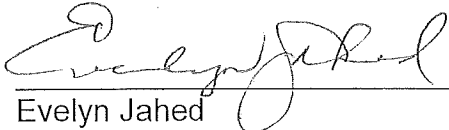
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 8th day of November, 2018.

APPROVED.



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: November 2, 2018
PASSED BY THE CITY COUNCIL: November 8, 2018
RESOLUTION NO.: 1702

EXHIBIT A
to Resolution 1702

Interlocal Agreement for Regional Emergency Management

Kenmore Contract No. 16-C1622 Amendment No. 1
Lake Forest Park Contract No. 16-070 Amendment No. 1

This interlocal agreement for regional emergency management ("Agreement") is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between the following parties:

- The City of Lake Forest Park, a Washington State municipal corporation, ("LFP")
- The City of Kenmore, a Washington State municipal corporation, ("Kenmore")
- King County Fire District No. 16, a Washington State special purpose district and municipal corporation, ("KCFD16")
- Northshore Utility District, a Washington State special purpose district and municipal corporation, ("NUD")

LFP, Kenmore, KCFD16 and NUD are also referred to collectively as "Parties" and individually as "Party."

RECITALS

- (1) LFP and Kenmore are adjacent cities located along the north shores of Lake Washington. KCFD16 and NUD are local municipal service providers to LFP and Kenmore (See Exhibit "A" for boundaries of the Parties).
- (2) Each Party has responsibilities and obligations to prepare for emergencies. Pursuant to RCW 38.52.070, LFP and Kenmore are required to establish local organizations for emergency management. LFP and Kenmore have established a joint local organization for emergency management, as authorized by RCW 38.52.070 (also known as a joint emergency management organization). The same requirement does not apply to KCFD 16 or NUD.
- (3) The Parties agree that it is in the best interest of their local communities to administer and coordinate their emergency management plans and programs.

AGREEMENT

To that end, the Parties agree as follows:

- (4) Purpose. The purpose and intent of this Agreement is to provide an economical mechanism for the efficient administration and coordination of emergency management plans and programs, generally to protect the public peace, health and safety, to preserve the lives and property of the people served by the Parties and to ensure the continuation of municipal services during emergencies.
- (5) Effective Date and Duration. This Agreement shall take effect January 1, 2017. This Agreement shall remain in effect for a period of 36 months (December 31, 2019) ("Initial Term").

- (6) Term Extension and Early Termination. Following the Initial Term, this Agreement shall extend automatically for additional twelve-month periods, unless one or more Parties gives notice of withdrawal to all other Parties at least six months prior to the end of the then current term. All Parties are responsible for any residual liabilities, obligations or costs incurred prior to the termination of this Agreement.
- (7) No Separate Entity. This Agreement establishes a joint operation of the Parties and does not create a separate legal or administrative entity. The joint operation shall be called the "Northshore Emergency Management Coalition" or "NEMCo."
- (8) No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other enterprise between the Parties.
- (9) Administration. Subject to the directives of the "NEMCo Committee" established in Section (10) below, LFP shall serve as the Lead Agency ("Lead Agency") for the Parties and NEMCo. As Lead Agency, LFP shall select and appoint an employee to serve as the Emergency Manager identified in Section (11), which employee generally shall administer and coordinate the joint operation, oversee and supervise all agreements of the Lead Agency or any Party made on behalf of NEMCo, and serve as the point of contact for the Parties. The Lead Agency shall be the employer of record for the Emergency Manager and all necessary personnel authorized by NEMCo, and shall contract for goods and services in its own name on behalf of NEMCo. The Lead Agency shall share all reports, documents and written work products with all Parties.
- (10) Governance. A decision making body, called the "NEMCo Committee," shall govern and administer this Agreement and direct the Lead Agency's actions, functions and duties, consistent with the terms and conditions of this Agreement, and consistent with the Comprehensive Emergency Management Plans and Emergency Management Program Papers of LFP and Kenmore, pursuant to Chapter 38.52 RCW. Each Party shall appoint a representative to the NEMCo Committee. The NEMCo Committee shall meet at least quarterly and at such other times as is determined by the Committee. At the request of one Party for a special or emergency meeting, the NEMCo Committee shall meet within a reasonable time after the request. The NEMCo Committee shall strive to make decisions by consensus. Voting shall be on a "one Party, one vote" basis. Other than votes to increase NEMCo's operating budget or expenditures, which require unanimous vote, voting that results in a 2-2 tie shall be resolved by a weighted vote, using the percentage share of Section (14). The NEMCo Committee shall comply with all provisions of the Washington Open Public Meetings Act and Public Records Act.
- (11) Operating Budget. NEMCo's operating budget of \$139,540 for 2017 consists only of the costs necessary to employ and retain the service of an Emergency Manager with approved salary, benefits, and overhead. Any other costs incurred by the Lead Agency or any Party for or on behalf of the NEMCo must be approved in advance by the NEMCo Committee in writing. The NEMCo Committee shall meet in the third calendar quarter of each calendar year to approve and finalize the operating budget for the following calendar year.

- (12) NUD Provisions. For its participation, 300 hours per year of the Emergency Manager’s time is allocated to functions primarily for NUD as identified in Exhibit “B”, Functions for Northshore Utility District. The Emergency Manager shall keep track of the actual time needed to perform those services. NUD has the option of using the 300 hours for these or other functions. If NUD fails to use its annual allotted hours, the unused hours shall be rolled forward to be used in the following year(s), provided the accumulated unused rolled forward hours do not exceed 80 at any time. If NUD uses the Emergency Manager for more than 300 (plus any unused hours rolled forward from the previous years) hours in a calendar year, NUD shall pay NEMCo for the overage at a rate of \$70 per hour at the annual Reconciliation (See Section 16).
- (13) Contribution Payments. The non-Lead Agency Parties shall pay their respective shares of the approved annual operating budget to the Lead Agency by January 31st of the budget year. The Lead Agency shall not send a bill, invoice or reminder.
- (14) Cost-sharing. Each Party shall be responsible for its own internal costs of participating in NEMCo, such as costs for staff time and facilities used for pre-emergency planning, training and meeting. All costs incurred by the Lead Agency on behalf of the NEMCo, shall be shared as follow:

Party	Total	Kenmore	LFP	KCFD 16	NUD
Percentage Share (for all years)	100%	30.75%	30.75%	23.50%	15.00%
2017 Operating Budget	\$139,540	\$42,909	\$42,909	\$32,792	\$20,931

- (15) Finance and Accounting Services. As additional contribution to NEMCo, the Lead Agency will provide finance and accounting services for the Parties, at its own cost, according to this Agreement, and will maintain a separate fund in its accounting system for this purpose.
- (16) Annual Reconciliation. Within thirty (30) days after the end of a calendar year, the Lead Agency shall prepare and deliver to the Parties a reconciliation of expenditures and fees collected for the previous calendar year. Any surplus resulting from the reconciliation shall be either shared by the Parties proportionally, based on the cost-sharing percentages in Section (14) above or as agreed to by the Parties, as applicable, and shall be credited against future contributions to NEMCo (likely contributions due in the next year), or retained by the Lead Agency and used to further carryout the mission of NEMCo. The NEMCo committee shall decide which option shall be used during budget discussion as noted in Section (11) above.
- (17) Ownership of Property. Except as agreed otherwise by the Parties in writing, title to property owned by a Party and used by NEMCo shall not be transferred to NEMCo or any other Party. All Parties must agree in advance to the acquisition or lease of new property used by NEMCo, and such property shall be jointly owned by all Parties unless agreed otherwise by the Parties in writing.
- (18) Regular Agency Operations: Each Party shall continue to fulfill its respective municipal functions and duties without reimbursement from any other Party to this Agreement. Although the Parties

are administering and coordinating their emergency management plans and programs under this Agreement, each Party shall retain sole discretion and full control over its own emergency plans, programs and resources.

- (19) Joint Emergency Operations Center (EOC): Whenever an EOC activation is necessary in response to natural or human caused disaster within the city boundaries of LFP and Kenmore, the Parties agree to operate together from a joint facility. The headquarters fire station in Kenmore has been identified as the primary EOC location. Activation of the EOC should occur whenever circumstances justify or when requested by one or more of the Parties. Because half of NUD's service area is outside the city boundaries of LFP and Kenmore, it will not staff such EOC. However, NUD will keep close communication with the Parties during any emergency involving the Parties.
- (20) Mutual-aid: During an emergency, the individuals listed under the "Notices" section, or their successors as set forth in a notice to the other Parties, are authorized to request assistance from any other Party for services outside of the regular roles and municipal duties of that Party. The requested Party is not obligated to fulfill any request. If assistance is rendered, the requesting Party shall pay for the assistance, on a time, equipment and material basis, at the rates published on the responding Party's website.
- (21) Notices: All NEMCo email notices shall be sent to the Parties at the following addresses:

LFP	Phillip Hill	phill@ci.lake-forest-park.wa.us
LFP	Steve Sutton	ssutton@ci.lake-forest-park.wa.us
LFP	Frank Zenk	fzenk@ci.lake-forest-park.wa.us
Kenmore	Rob Karlinsey	rkarlinsey@kenmorewa.gov
Kenmore	Bryan Hampson	bhampson@kenmorewa.gov
Kenmore	Jennifer Gordon	jgordon@kenmorewa.gov
KCFD16	Jim Torpin	itorpin@northshorefire.com
KCFD16	Eric Magnuson	emagnuson@northshorefire.com
KCFD16	Doug Knight	dknight@northshorefire.com
NUD	Al Nelson	anelson@nud.net
NUD	Ethan Maiefski	emaiefski@nud.net

Each Party is responsible for prompt notification to the other Parties of any personnel change.

- (22) Written notices shall be sent by mail or hand-delivered to:

Phillip Hill, City Administrator
City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155

Rob Karlinsey, City Manager
City of Kenmore
 18120 68th Ave NE
 Kenmore, WA 98028

Jim Torpin, Fire Chief
King County Fire District 16
7220 NE 181st Street
Kenmore, WA 98028

Al Nelson, General Manager
Northshore Utility District
6830 NE 185th Street
Kenmore, WA 98028

- (23) Indemnification: Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify each other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.
- (24) No Third Party Beneficiaries: This Agreement is for the sole benefit of the Parties. No other persons shall be deemed to have any rights in, under, or to this Agreement.

The Parties have executed this Agreement on the dates written below:

LFP:

Kenmore:

By Jeff Johnson, its Mayor
City of Lake Forest Park
Date Signed: _____

By Rob Karlinsey, its City Manager
City of Kenmore
Date Signed: _____

KCFD16:

NUD:

By Jim Torpin, its Fire Chief
King County Fire District 16
Date Signed: _____

By Al Nelson its General Manager
Northshore Utility District
Date Signed: _____

EXHIBIT "A"

OVERLAPPING BOUNDARIES OF THE PARTIES

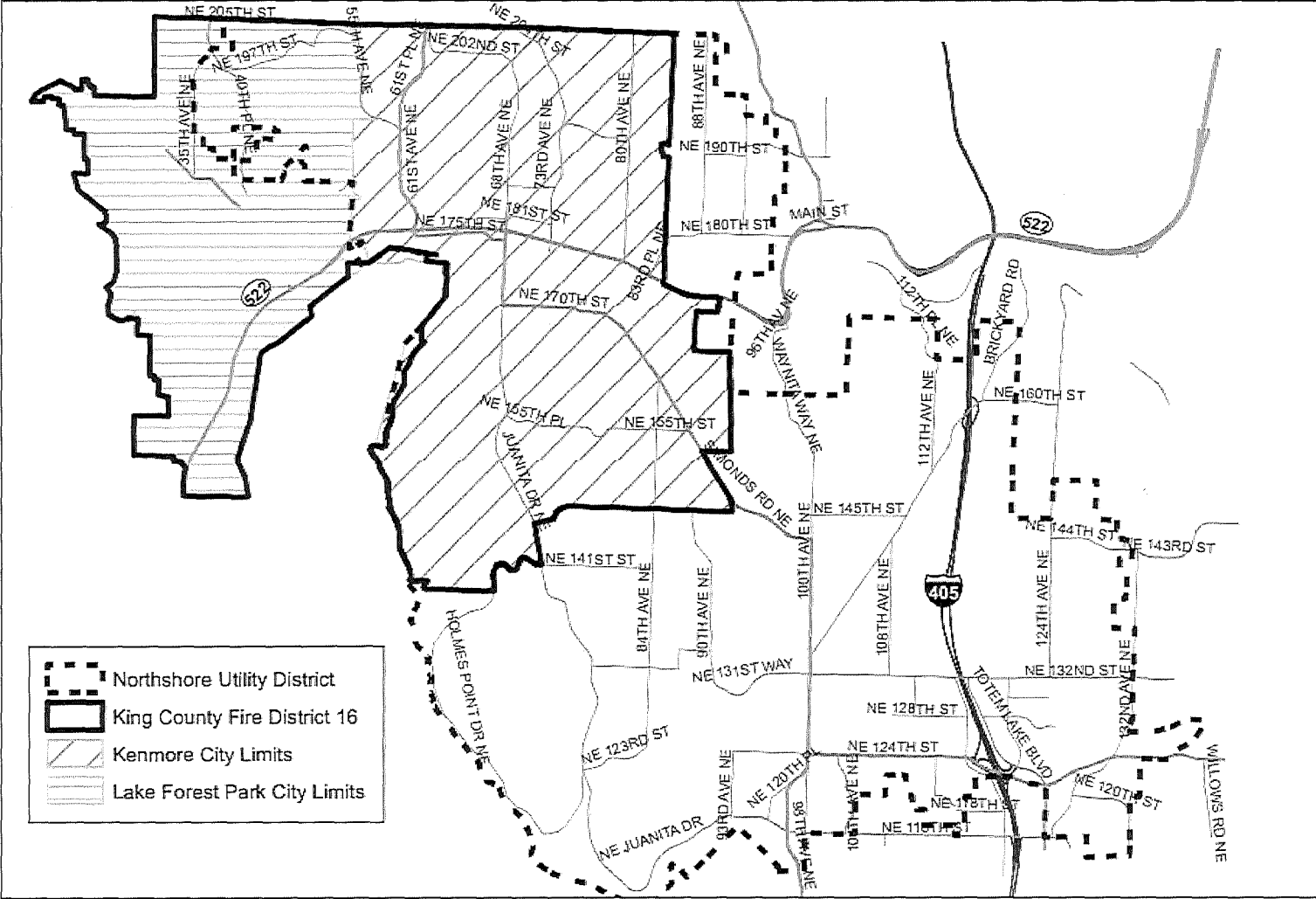


EXHIBIT "B"**Emergency Manager Duties and Responsibilities**

The following is a list of job duties and responsibilities of the Emergency Manager of the Northshore Emergency Management Coalition (NEMCo). The list includes examples of the duties and responsibilities, and shall not be considered exhaustive or complete.

Functions and Activities for Kenmore, Lake Forest Park and KCFD 16

- (1) **Volunteer Coordination and Management-** Coordinate CERT, RACES, and other emergency volunteers programs. Volunteer Reception Center (VRC), credentialing, sheltering, etc.
- (2) **Joint EOC Development-** Develop the Joint EOC and its tiered activation system. Ensure activation levels are developed, practiced and carried out.
- (3) **Staff Training and Exercises-** Develop yearly staff training and exercise schedule supported by the Operational Annex of LFP's and Kenmore's CEMP. Example- EOC, VRC, position specific, emergency notification system, and joint city team building training. Ensure staff NIMS compliance and schedule ICS courses as needed.
- (4) **EOC Activation-** Monitor conditions and circumstances within the community that may require EOC activation. When circumstances justify or when requested by a Party, act as the EOC manager and develop appropriate staffing levels before, during, and after an event.
- (5) **Citizen Training/Community Education-** Coordinate two CERT training opportunities, two emergency management work-shops, and an annual preparedness fair for NEMCo area citizens. May provide community education on related preparedness/prevention topics. Introduce Map Your Neighborhood to neighborhoods as a next step in community involvement.
- (6) **Coordinated Communication-** Develop coordinated notification system for NEMCo Parties and the community before, during, and after events. The system should include: Code Red and each City's Emergency Notification System. Development of a web presence (website).
- (7) **Resource Management-** Maintain resources that will be called upon in an emergency. Evaluate and possibly renew standing agreements, memorandums of understanding or mutual aid arrangements. Update other resource lists and accompanying documents. Evaluate standing agreements and needs of each Party to identify and report gaps in anticipated resource needs.
- (8) **Northshore Emergency Management Council -**Coordinate with and support the Northshore Emergency Management Council, which is comprised of business leaders, service providers, school representatives, Kenmore Air and other community groups. The council would meet quarterly and link our efforts together in a more comprehensive manner.
- (9) **Emergency Plans-** Maintain the CEMP, COOP, Hazard Mitigation plan.

Functions for Northshore Utility District

- (a) **Monthly Training-** Prepare for and hold 12 one-hour safety meetings at NUD.
- (b) **First Aid Training-** Prepare for and conduct CPR and First Aid training once every three years.
- (c) **New Employee Training-** Prepare and deliver flagging classes for newly hired employees once per year.
- (d) **Staff Training-** Prepare for & deliver two water/sewer system emergency drills per year (two 8 hour days).
- (e) **Emergency Plan Update-** Annually review and consult on emergency response plans.

Interlocal Agreement for Regional Emergency Management

**Kenmore
Lake Forest Park
King County Fire District 16**

This interlocal agreement for regional emergency management (“Agreement”) is made pursuant to the interlocal Cooperation Act, Chapter 39.34 RCW, by and between the following parties:

- The City of Lake Forest Park, a Washington State municipal corporation, (“LFP”)
- The City of Kenmore, a Washington State municipal corporation, (“Kenmore”)
- King County Fire District No. 16, a Washington State special purpose district and municipal corporation, (“KCFD16”)

LFP, Kenmore, and KCFD16 are also referred to collectively as “Parties” and individually as “Party.”

RECITALS

1. LFP and Kenmore are adjacent cities located along the north shores of Lake Washington. KCFD16 is a local municipal service provider to LFP and Kenmore (See Exhibit “A” for boundaries of the Parties).
2. Each Party has responsibilities and obligations to prepare for emergencies. Pursuant to RCW 38.52.070, LFP and Kenmore are required to establish local organizations for emergency management. LFP and Kenmore have established a joint local organization for emergency management, as authorized by RCW 38.52.070 (also known as a joint emergency management organization). The same requirement does not apply to KCFD16.
3. The Parties agree that it is in the best interest of their local communities to administer and coordinate their emergency management plans and programs.

AGREEMENT

To that end, the Parties agree as follows:

1. Purpose. The purpose and intent of this Agreement is to provide an efficient mechanism for the effective administration and coordination of emergency management plans and programs to protect the public peace, health, and safety, as well as to preserve the lives and property of the people served by the Parties, to ensure the continuation of services during emergencies, and the assist in the recovery of the community after disaster events.
2. Effective Date and Duration. This Agreement shall take effect January 1, 2025. This Agreement shall remain in effect for a period of 12 months (December 31, 2025) (“Term”). This Agreement replaces the Interlocal Agreement effective between the Parties on January 1, 2017.

3. Termination. Following the end of the Term, this Agreement shall automatically terminate. All Parties are responsible for any residual liabilities, obligations or costs incurred prior to the termination of this Agreement.
4. No Separate Entity. This Agreement establishes a joint operation of the Parties and does not create a separate legal entity. The joint operation shall be called the “Northshore Emergency Management Coalition” or “NEMCo.”
5. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other enterprise between the Parties.
6. Administration. Subject to the directives of the “NEMCo Board” established in Section 11 below, LFP shall serve as the Lead Agency (“Lead Agency”) for the Parties and NEMCo personnel. As Lead Agency, LFP shall supervise an employee to serve as the Emergency Manager identified in Section (11), who shall administer and coordinate the joint operation, oversee and supervise all agreements of the Parties made on behalf of NEMCo, act as the direct supervisor for all personnel authorized by NEMCo, and serve as the point of contact for the Parties. The Lead Agency shall be the employer of record for the Emergency Manager and all necessary personnel authorized by NEMCo, as well as contract for goods and services in its own name on behalf of NEMCo. The Lead Agency shall share all reports, documents, and written work products with all Parties.
7. Emergency Manager. The Parties shall be responsible for the appointment and termination of an Emergency Manager. The Emergency Manager shall have experience in the management and operations of an Emergency Operations Center (EOC) and the management and coordination of community volunteer groups such as Community Emergency Response Teams (CERT), RACES, and similar in support of emergency response. The Emergency Manager is an “at will” position and may be terminated from such position upon the unanimous vote of the Board of Directors, with or without cause.
8. Governance. A decision-making body, called the “NEMCo Board of Directors” or “NEMCo Board,” shall govern and administer this Agreement and direct the Emergency Manager’s actions, functions, and duties to ensure consistency with the terms and conditions of this Agreement, applicable Comprehensive Emergency Management Plans, and other Emergency Management Papers, pursuant to RCW 38.52. Each Party shall appoint a representative to the NEMCo Board and meet at least quarterly. The NEMCo Board may also meet at other times as is determined by its members and, at the request of one Party for a special or emergency meeting, the NEMCo Board shall meet within a reasonable time after the request. The NEMCo Board meetings shall operate in accordance with the traditional ‘Robert’s Rules of Order’ and strive to make decisions by consensus. Voting shall be on a ‘one Party, one vote’ basis. Other than votes to increase NEMCo’s operating budget or expenditures, which require unanimous vote, voting that results in a tie shall be resolved by a weighted vote, using the percentage share of Section 14. All NEMCo Board of Director meetings shall comply with all provisions of the Washington Open Public Meetings Act and Public Records Act. Ch. 42.30 RCW and Ch. 42.56 RCW. A community based advisory committee, called the “Northshore Emergency Management Council” or “NEMCo Council,” shall be formed and administered by the Emergency Manager. The NEMCo Council will be comprised of business leaders, emergency service providers, school representatives, community associations, and other key community members from throughout the joint

jurisdictions of the Parties. The NEMCo Council will meet quarterly, under the direction of the Emergency Manager, to discuss and coordinate emergency preparedness efforts with a focus on ensuring a comprehensive and holistic approach to emergency management throughout the jurisdiction of the Parties.

9. Operating Budget. NEMCo’s operating budget of \$182,722 for 2025 consists of the costs necessary to employ and retain the services of an Emergency Manager, as well as any other authorized personnel, with approved salary, benefits, and overhead. Any other costs incurred by the Lead Agency or any Party for or on behalf of NEMCo must be approved in advance by the NEMCo Board. The NEMCo Board shall meet in the third quarter of each calendar year to approve and finalize the operating budget for the following calendar year.
10. Contribution Payments. The non-Lead Agency Parties shall pay their respective shares of the approved annual operating budget to the Lead Agency by January 31st of 2025. The Lead Agency shall not send a bill, invoice, or reminder.
11. Cost Sharing. Each Party shall be responsible for its own internal costs of participating in NEMCo, such as costs for staff time and facilities used for pre-emergency planning, training, and meeting. All costs incurred by the Lead Agency on behalf of NEMCo shall be shared as follows:

Party	Total	LFP	Kenmore	KCFD16
Percentage Share (for Term)	100%	45.89%	45.89%	8.3%
2025 Operating Budget	\$182,722	\$ 83,861	\$83,861	\$15,000

12. Finance and Accounting Services. As an additional contribution to NEMCo the Lead Agency will provide finance and accounting services for the Parties, at its own cost, according to this Agreement, and will maintain a separate fund in its accounting system for this purpose.

16. Reconciliation. Within thirty (30) days after the end of the Term, the Lead Agency shall prepare and deliver to the Parties a reconciliation of expenditures and fees collected for the previous calendar year. Any surplus resulting from the reconciliation for 2024 shall be either shared by the Parties proportionally, based on the cost-sharing percentages in Section 14 above, shall be credited against the following year’s contributions to NEMCo, based on the proportional cost-sharing percentages. The NEMCo Board shall decide which option shall be used during the third quarter budget discussion noted in Section 12 above. Any surplus resulting from the reconciliation for 2025 shall be shared by the Parties proportionally based on the cost share percentage in Section 14.

13. Ownership of Property. Except as agreed otherwise by the Parties in writing, the title to property owned by a Party and used by NEMCo shall not be transferred to NEMCo or any other Party. The Parties must agree unanimously in advance to the acquisition or lease of new property purchased as part of the overhead for NEMCo discussed in Section 12 above. Unless agreed otherwise by the Parties, such property shall be jointly owned by all Parties and be operated under the oversight of the Emergency Manager. Said property will be inventoried annually by the Emergency Manager, who will provide a report of this inventory during the third quarter NEMCo

Board meeting. Upon the end of the Term, the Parties agree that all assets inventoried by the Emergency Manager shall be returned to the Party that owns them. The Parties agree to dispose of jointly-owned property acquired by NEMCo in a mutually agreeable manner and based on the proportional cost-sharing percentages set forth in Section 14.

14. Joint Emergency Operations Center (EOC). Whenever an EOC activation is necessary in response to a natural or human caused disaster within the city boundaries of LFP or Kenmore, the Parties agree to operate together from a joint facility. Shoreline Fire Station 51, property of KCFD16, has been identified as the primary EOC location, with LFP City Hall being identified as the secondary EOC location. A tertiary EOC location will be maintained at Kenmore City Hall, however this EOC system will be designed to be a mobile EOC to allow for the maximum potential for all Parties to maintain the continuity of operations and/or government during a disaster event. Activation of the EOC should occur whenever circumstances warrant it or when requested by one or more of the Parties. The Emergency Manager will be responsible for maintaining the functionality of all EOC locations, as well as developing and advising the Parties on critical incidents that would warrant various levels of EOC activation.
15. Emergency Management Plans and Programs. To provide a more comprehensive response to a natural or human caused disaster within the boundaries of LFP or Kenmore, the Parties agree that regional emergency management plans, to include a Regional Comprehensive Emergency Management Plan, and emergency response programs, such as the maintenance of a corps of volunteer emergency workers, shall be coordinated by NEMCo. It will be the responsibility of the Emergency Manager to maintain any applicable plans and programs, as well as supervise, train, and retain a group of volunteer emergency workers utilizing FEMA supported programs such as Community Emergency Response Team, Radio Amateur Civil Emergency Service, or Auxiliary Communications Services.
16. Administrative Services. In addition to the space for the primary EOC mentioned in Section 18 above, KCFD16 agrees to provide NEMCo and its authorized personnel with suitable office space, storage for NEMCo property and EOC equipment, appropriate training areas for the education of the community and volunteer corps, and administrative support from its staff, to include the use of community office supplies, printers, and internet. In exchange for these services, KCFD16 will pay a reduced portion of the cost-sharing as reflected in Section 14 above.
17. Mutual aid. During an emergency, each Party, via an authorized representative or through the Emergency Manager, is authorized to request assistance from any other Party for services outside of the regular roles and municipal duties of that Party. The requested Party is not obligated to fulfill any request, but if assistance is rendered, the requesting Party shall pay for the assistance on a time, equipment, and material basis.
18. Regular Agency Operations. Each Party shall continue to fulfill its respective municipal functions and duties without reimbursement from any other Party to this Agreement. Although the Parties are administering and coordinating their emergency management plans and programs under this Agreement, each Party shall retain full responsibility, discretion, and control over the application of these emergency plans, programs, and resources within their jurisdiction.

- 19. Indemnification. Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless, and indemnify each other Party, its officers, elected officials, agents, and employees while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damage, costs, expenses, or losses of any kind or nature whatsoever including attorney’s fees) arising out of or in any way resulting from such Party’s Participation and obligations under this Agreement. Each Party agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance Act provisions of Title 51 RCW.
- 20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties. No other persons shall be deemed to have any rights in, under, or to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY OF LAKE FOREST PARK

CITY OF KENMORE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

KING COUNTY FIRE DISTRICT NO. 16

By: _____

Printed Name: _____

Title: _____

Date: _____



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 24, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 24-1979/Authorizing the Mayor to sign the Retaining Wall Maintenance and Replacement Agreement between the Washington State Department of Transportation and the City of Lake Forest Park

Legislative History

- First Presentation – October 24, 2024

Attachments:

1. Resolution 24-1979
2. Retaining Wall Maintenance and Replacement Agreement
3. Retaining Wall Design Standards dated July 27, 2023

Executive Summary

With several city and state right-of-way projects proposed in Lake Forest Park that could require retaining walls, in July 2023, the city council adopted Chapter 12.50 Retaining Walls in the Lake Forest Park Municipal Code (LFPMC), and a supplemental document, Retaining Wall Design Standards dated July 27, 2023 (attachment 2) with an effective date of August 6, 2023.

Two projects currently in design that require compliance with Chapter 12.50 LFPMC are Sound Transit’s proposed Bus Rapid Transit (BRT) improvements along SR 522 and the City’s roundabout located at Ballinger Way (SR 104) and 40th Place NE.

Attached for the Council’s review is the Retaining Wall Maintenance and Replacement Agreement negotiated over the past year and a half between the Washington State Department of Transportation (WSDOT) and the City of Lake Forest Park. While Sound Transit will be constructing the walls, based on the requirements of Chapter 12.50 Retaining Walls, and have submitted design drawings in compliance with that chapter, the walls are located within the WSDOT right-of-way and will be owned

by WSDOT, with maintenance and small repairs being the responsibility of the City. Details of maintenance obligations are reflected in Exhibit A (attachment 1).

Following approval of this agreement by both parties, the city’s public works department will draft a standard operating procedure for inspections and small repairs of the WSDOT owned retaining walls. These procedures will set standards of review for inspection and small repairs, and reporting of such to WSDOT. Inspection reports will be submitted to WSDOT on regular intervals, demonstrating compliance with this agreement.

The proposed agreement has been thoroughly reviewed by the administration and city attorney and the required work found to be reasonable and that it will protect the interests of the city.

Background

As project details have solidified during design, city code requirements of Sound Transit’s improvements have required negotiation with WSDOT as the owner of the SR 522 right of way, and any improvements made to it. Sound Transit’s design team has incorporated the requirements of Chapter 12.50 LFPMC into their retaining wall design, and through negotiations with WSDOT, Sound Transit has been authorized to construct retaining walls that do not comply with WSDOT aesthetic standards, so long as the City of Lake Forest Park agrees to conduct inspections, maintenance and small repairs of the retaining walls, the associated drainage system, and composite fence on top, providing privacy to adjacent property owners.

The city will also be working with property owners regarding the schedule for occasional access to conduct necessary inspection within the easement at the top of the walls to ensure proper drainage and fencing maintenance.

Fiscal & Policy Implications

The administration has considered the impacts of this work on the public works crew and associated budgets and determined that it will not require any additional staff and can be conducted within existing budgets.

Alternatives

<i>Options</i>	<i>Results</i>
•	
•	

Staff Recommendation

Review and provide the administration with any requests for additional information. This item is scheduled for a vote at the November 7, 2024, regular city council meeting.

RESOLUTION NO. 24-1979

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A RETAINING WALL MAINTENANCE AND REPLACEMENT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, as part of the State Route 522/NE 145h Stride Bus Rapid Transit Project, Sound Transit will be constructing new retaining walls along the SR 522 corridor that fall within the City of Lake Forest Park; and

WHEREAS, the new retaining walls will be owned by the Washington State Department of Transportation's (WSDOT); and

WHEREAS, Chapter 12.50, Retaining Walls, of the Lake Forest Park Municipal Code sets out construction and design standards that deviate from the WSDOT standards for retaining walls; and

WHEREAS, WSDOT has agreed to deviate from WSDOT's standards for retaining walls in exchange for the city agreeing to perform the required inspections, routine maintenance, and small repairs for the retaining walls; and

WHEREAS, pursuant to RCW 47.28.140, the City Council of the City of Lake Forest Park wish to enter into an agreement with WSDOT regarding the new retaining walls.

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

Section 1. AUTHORIZATION . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the Retaining Wall Maintenance and Replacement Agreement with WSDOT to allow the construction of new retaining walls along SR 522 for the Stride Bus Rapid Transit Project, in substantially the form attached as Exhibit A hereto.

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 November, 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1979

**RETAINING WALL MAINTENANCE AND REPLACEMENT AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GMB 1016)
AND
LAKE FOREST PARK**

This Agreement is between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Lake Forest Park, a municipal corporation, hereinafter "LFP" individually the "Party" and collectively the "Parties."

RECITALS

1. As part of the State Route 522/ NE 145th Stride Bus Rapid Transit Project, the Central Puget Sound Regional Transit Authority (hereinafter referred to as "Sound Transit") will be constructing new retaining walls along the SR 522 corridor. A portion of the new retaining walls fall within the limits of LFP.
2. LFP has requested that Sound Transit construct the retaining walls in a manner that deviates from WSDOT's standards for retaining walls.
3. WSDOT has agreed to deviate from WSDOT's standards for retaining walls and in exchange LFP has agreed to perform the required inspections and routine maintenance for the retaining walls as depicted in Exhibit "A", attached hereto.
4. LFP has agreed to inspect and maintain the drainage trench that runs along the top of the retaining walls, as shown in Exhibit "A", attached hereto.
5. LFP has agreed to inspect, maintain, and replace the fencing that will be installed along the top of the retaining walls, as shown in Exhibit "A".
6. THE PARTIES wish to enter into this Agreement set forth their respective obligations for the maintenance, inspection, and replacement of the retaining walls and related drainage trench and fences described within this Agreement.

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit which is incorporated and made a part hereof, It Is Mutually Agreed as Follows:

1. COOPERATION

The Parties agree to work cooperatively to ensure that the right of way and any improvements are maintained to function as designed. The Parties shall meet on an as needed basis to discuss their respective maintenance obligations, the functioning of the improvements, and this Agreement.

2. PURPOSE

2.1. The purpose of this Agreement is to establish each Party's respective responsibilities for the maintenance, inspection and replacement of the retaining walls, drainage trenches and fences at the locations identified in Exhibit "A".

2.2. Except as specifically set forth herein, as between LFP and WSDOT only, nothing in this Agreement is intended to depart from, or supersede, RCW 47.24.020 and the current *City Streets as Part of State Highways Guidelines*

3. PERIOD OF PERFORMANCE

This Agreement shall commence upon execution and shall remain in effect unless and until terminated by one or both Parties as set forth herein.

4. TERMINATION

WSDOT may terminate this Agreement without penalty or further liability in the event of the following:

4.1. Termination for Cause - WSDOT may terminate this Agreement if LFP violates any of the terms and conditions of this Agreement. WSDOT will give LFP written notice of such failure or violation. In the event that LFP fails to correct the violation within fifteen (15) days of written notice, this Agreement will automatically terminate.

4.2. Termination for Withdrawal of Authority - In the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement, WSDOT may terminate this Agreement by seven (7) calendar days written notice. No penalty shall accrue to WSDOT in the event this section shall be exercised.

4.3. If this Agreement is terminated, WSDOT shall perform the Work at LFP's sole cost and expense pursuant to Section 8, "FAILURE TO PERFORM MAINTENANCE AND EMERGENCY MAINTENANCE" below. This subsection will survive termination of this Agreement.

4.4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. LFP INSPECTION AND MAINTENANCE RESPONSIBILITIES

5.1. LFP at its sole cost and expense shall maintain the face of the retaining walls, including the drainage trenches, and fences on top of the retaining wall constructed by Sound Transit as set forth in this Agreement and identified in Exhibit "A". Maintenance of the face of the retaining walls, drainage trenches, and fences included in this Agreement shall hereinafter be referred to as "Work." The Work does not include any obligation to reconstruct or to make additions to the retaining walls, drainage trenches, and fences. Any reconstruction or additional construction shall be negotiated in a separate agreement.

5.2. In the inspection and maintenance of the retaining walls, drainage trenches, and fences, LFP will comply with all applicable federal, state and local laws, rules, and regulations, and all permits issued with respect thereto, as they currently exist or as amended.

5.3. LFP shall perform all Work in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto, or to the local agency standard if applicable (site specific manual).

5.4. LFP shall not perform any Work required under this Agreement in such a manner as to conflict with, impede or disrupt in any way WSDOT highway operation, construction, or maintenance, or interfere with or endanger the safety of the traveling public or pedestrians. LFP shall conduct all traffic control required for the Work in a manner consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and/or the WSDOT's Work Zone Traffic Control Guidance M54-44.

5.5. The LFP Work includes the following:

5.5.1. Retaining Walls - LFP shall maintain the retaining walls shown in Exhibit "A" in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto. Pursuant to the WSDOT Maintenance Manual, LFP will maintain the walls in a manner that ensures the longevity of the retaining walls. LFP shall also be responsible for any necessary small repairs to the retaining walls. Inspection can be of a cursory nature according to guidelines designated by the Area Maintenance Superintendent which include checking the walls for tipping, bulging, cracking, spalling, and water runoff over or through wall; checking all weep holes to assure that they are open, and if the structure is wooden, check for rot and the presence of fire hazards.

5.5.2. Retaining Wall Vegetation. LFP will maintain the vegetation on the retaining walls in accordance with the WSDOT Roadside Policy Manual M3110.04. Any deviations from the WSDOT Roadside Policy Manual M3110.04 shall require the written approval of the WSDOT Northwest Landscape Office.

5.5.3. Drainage Trenches - LFP shall maintain the drainage trenches shown in Exhibit "A" in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto. LFP shall also be responsible for any necessary repairs to the drainage trenches. In performing maintenance of the drainage trenches, LFP shall ensure that the drainage trenches are kept clear of debris to maintain the conveyance of water and to prevent any blockages.

5.5.4. Wall Fencing - LFP shall maintain the fencing along the top of the retaining wall as shown in Exhibit "A" in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto. LFP shall also be responsible for any necessary repairs to the wall fencing.

5.6. LFP Requested Work and Traffic Control

5.6.1. At the time LFP determines Work is necessary that will require placing traffic control devices on the state highway, LFP shall provide written notice, with email being acceptable, to WSDOT's AREA MAINTENANCE SUPERINTENDENT including a description of proposed Work, plans and specification for the proposed Work (if available) and the proposed Traffic Control Plan/Procedures a minimum of 14 days prior to commencing the Work

5.6.2. WSDOT will review and comment on the proposed Work or issue written approval within 10 days from receipt of the Traffic Control Plans.

5.6.3. Upon completion of the Work, LFP shall notify WSDOT for final inspection and acceptance.

5.6.4. Emergency work is exempt from the requirement in this section 5.6 except written notice will be provided to the WSDOT's AREA 5 MAINTENANCE SUPERINTENDENT as soon as possible after an emergency.

6. RETAINING WALL REPLACEMENT

6.1. When WSDOT has determined, at its sole discretion, that the retaining walls require replacement, WSDOT shall be responsible for the replacement of the retaining walls. WSDOT will coordinate with LFP on the timing, design, and construction of the retaining wall replacement. At the time of replacement, the Parties shall either amend this Agreement to reflect the final condition of the new retaining walls or enter into a new agreement to address any new or modified maintenance responsibilities related to the new retaining walls. Alternatively, the Parties may determine that no Agreement is needed.

7. EMERGENCY MAINTENANCE OR REPAIR

7.1. Should a Party determine that any work that is responsibility of the other Party presents an immediate danger to the public or to the real property, facility, or operations, the Party will notify the responsible Party in writing with email being acceptable, and request that the responsible Party immediately address the emergency maintenance or repair problem, within one (1) working day of notification.

7.2. In the event that the responsible Party does not or cannot immediately perform the emergency maintenance or repair, the Party providing notice may perform the emergency maintenance or repair at the expense of the responsible Party.

7.3. The responsible Party shall be responsible for the actual direct and related indirect costs of the emergency maintenance or repair work. Reimbursement of the cost of the work shall be made in accordance with invoice and payment procedures set forth below.

8. FAILURE TO PERFORM MAINTENANCE AND EMERGENCY MAINTENANCE

8.1. WSDOT reserves the right to perform the Work required of LFP, should LFP fail to perform the Work pursuant to this Agreement, or in the event this Agreement is terminated under Subsection 4.1.3, above.

8.1.1. If LFP fails to perform the Work required under this Agreement WSDOT will notify LFP, in writing with email being acceptable, of the Work that must be completed, and LFP shall begin performing the Work within thirty (30) calendar days. If LFP does not perform the identified Work, WSDOT reserves the right to perform the Work in accordance with minimum WSDOT highway standards set forth in this agreement.

8.1.2. In the event WSDOT is required to perform any of the Work required to be performed by LFP, LFP shall reimburse WSDOT for its actual direct, and related indirect costs, for all Work performed on behalf of LFP within thirty (30) days of the date of the invoice from WSDOT (the "Due Date"). In the event LFP fails to make payment by the Due Date, LFP will pay WSDOT interest on outstanding balances at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

8.1.3. If LFP objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and LFP shall make every effort to settle the disputed portion, and if necessary, utilize dispute resolution provided for herein. No interest shall be due on any portion of an invoice LFP is determined not to owe following settlement between the Parties or completion of dispute resolution process.

8.1.4..This Section 8 will survive termination of this Agreement.

9. RIGHT OF ENTRY

9.1. Each Party hereby grants to the other Parties a right of entry upon the real property for which the Party holds fee title as may be necessary to perform the Work required under this Agreement.

9.2. The granting of the right of entry pursuant to this agreement does not relieve the Party exercising the right of entry from obtaining all permits required to perform the Work required under this Agreement.

10. FUTURE IMPROVEMENTS

10.1. A Party shall not make any alterations, additions, or improvements to the property that may affect the other Party without first obtaining the other Party’s approval, which approval shall not be unreasonably withheld. Alterations and improvements shall be the subject of a subsequent agreement, or amendment which must be executed prior to commencing work.

10.2. The cost and expense of any such alteration, addition, or improvement consented to by the other Party, including construction, maintenance, and removal, shall be borne by the Party(ies) benefiting from the improvements, in proportion to the benefit received by each Party.

10.3. It shall be the responsibility of the Party making the alteration to secure any and all governmental permits required in connection with any such work, and to perform such work in accordance with governing laws and procedures.

10.4. In addition, any Party constructing such an improvement shall work with the other Party to minimize any adverse impacts of construction to the other Parties.

11. THIRD PARTY DAMAGE

11.1. LFP shall be responsible for repairing all third-party damage to the retaining wall, trenches, and fencing identified in Exhibit “A” at LFP’s expense.

11.2.. If WSDOT has information concerning third-party damages, it shall provide the information to LFP as soon as practicable after receipt of request for records.

12. ADMINISTRATION AND NOTICES

12.1. The Point of Contact (POC) identified for each Party shall be responsible for administering this Agreement.

POC for LFP:
Director of Public Works.

POC for WSDOT:
Area 5 Maintenance Superintendent
currently Steve Reichmuth
(425)739-3739
steve.reichmuth@wsdot.wa.gov

12.2. Any notice, demand, or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing, email being acceptable, addressed to the applicable Party's designated POC as set forth herein.

12.3. The name and contact information of a POC may be updated by a Party in writing to the other Party. A change in the name and/or contact information of a POC shall not be considered an amendment to this Agreement.

13. ASSIGNMENT AND SUBCONTRACT

Except as otherwise provided herein, a Party to this Agreement shall not assign, delegate or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, or subcontract for the management or operation of their respective responsibilities, or parts thereof, without the prior written consent of the other Party to this Agreement, which approval shall not be unreasonably withheld.

14. LEGAL RELATIONS

14.1. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.

14.2. The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

15. INDEMNIFICATION

15.1. Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

15.2. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to

each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

15.3. This indemnification and waiver will survive the termination of this Agreement.

16. DISPUTE RESOLUTION

16.1. The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

16.1.1. The POC, as designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The POCs shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The POCs shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

16.1.2. A Party's POC shall notify the other Party in writing of any dispute or issue that the POC believes may require formal resolution contained herein. The POCs shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

16.1.3. In the event the POCs cannot resolve the dispute or issue, the LFP City Administrator, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

16.1.4. In the event LFP's City Administrator and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, LFP and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

17. RECORDS AND AUDIT

All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, LFP and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

18. GENERAL

18.1. Assurances. The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State, and local laws, rules, and regulations as they currently exist or as amended.

18.2. Interpretation. This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

18.3. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties executed by personnel authorized to bind each of the Parties.

18.4. Waiver. A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving Party and attached to the original Agreement.

18.5. All Writings Contained Herein. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

18.6. Venue. Venue of any action brought under this Agreement involving WSDOT shall be in Superior Court for Thurston County, State of Washington.

18.7. Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

18.8. Authority to Bind. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

18.9. Counterparts and Electronic Signature. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures. Each Party intends to be bound by its electronic or "PDF" signature and is aware that the other Parties are relying on its electronic or "PDF" signature.

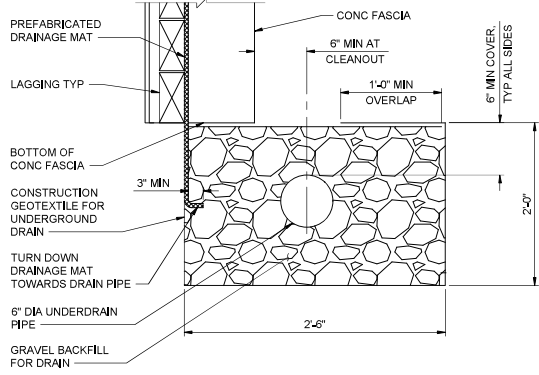
CONTRACT EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

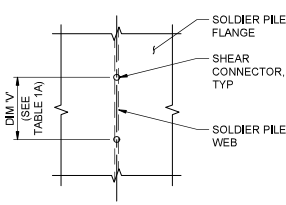
Lake Forest Park	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Approved as to Form for Lake Forest Park	Approved as to Form for Washington State Department of Transportation
By:	By:
Printed: Kim Adams Pratt	Printed:
Title: City Attorney	Title:
Date:	Date:

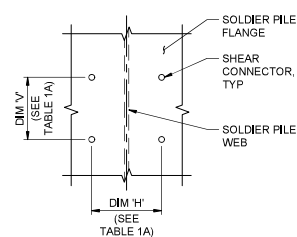
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08-SEAL-12012358



SOLDIER PILE UNDERDRAIN DETAIL 1
NOT TO SCALE



SHEAR CONNECTOR LAYOUT TYPE 1
NTS



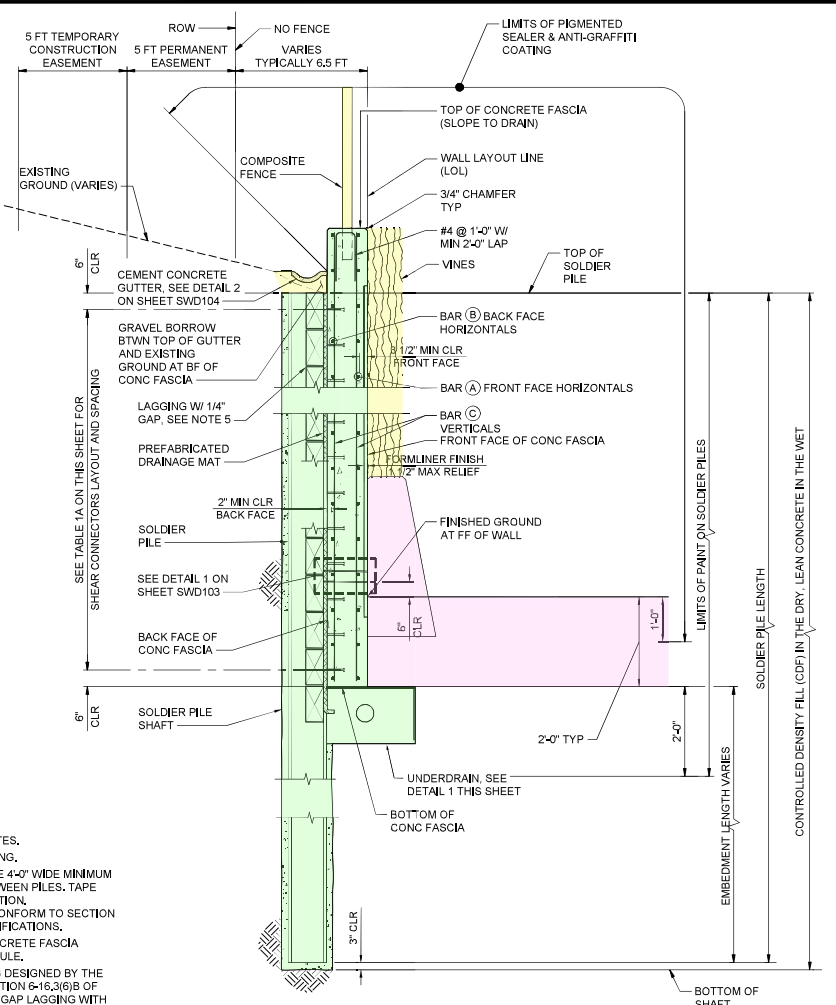
SHEAR CONNECTOR LAYOUT TYPE 2
NTS

TABLE 1A - SHEAR CONNECTOR LAYOUT					
WALL NO	SHEAR CONNECTOR DIAMETER	SHEAR CONNECTOR LENGTH*	SHEAR CONNECTOR LAYOUT TYPE	DIM 'V' (IN)	DIM 'H' (IN)
480, 684, 8306, 18972, 19800	3/4" DIA	8"	TYPE 1	12"	-
20143, 21285, 22549, 22549A, 23357	3/4" DIA	8"	TYPE 2	12"	9"

* WELDED SHEAR CONNECTOR LENGTH IS MINIMUM LENGTH AFTER WELD

LEGEND

- MAINTAINED BY WSDOT -ROADWAY PAVING/BARRIER
- FACE OF RETAINING WALL/VINES/GUTTER/ COMPOSITE FENCE - MAINTAINED BY LAKE FOREST PARK
- RETAINING WALL - MAINTAINED BY LAKE FOREST PARK



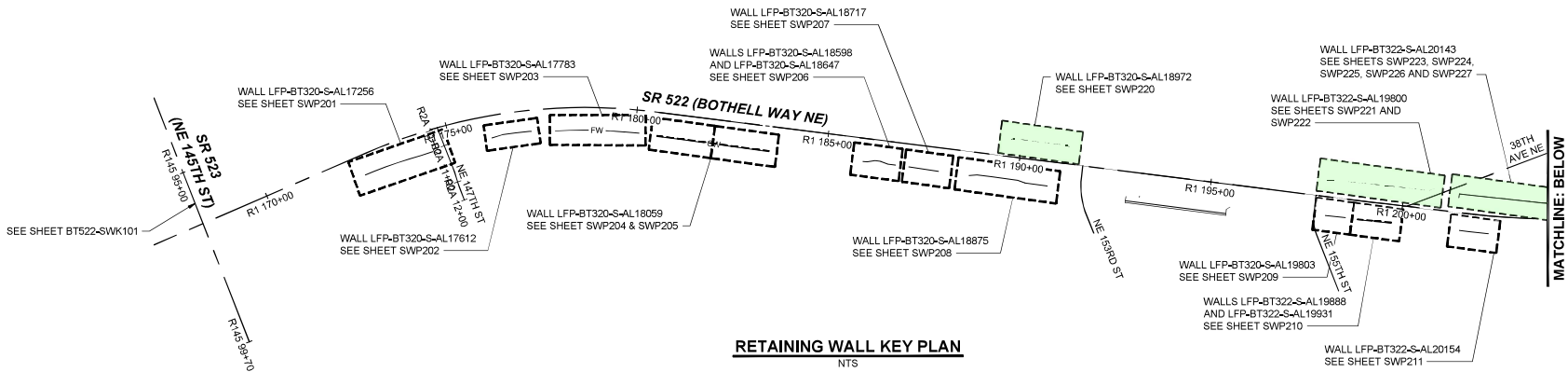
SOLDIER PILE CUT WALL TYPICAL SECTION B
NOT TO SCALE

- GENERAL NOTES:**
- SEE SHEET SWN201 FOR STRUCTURE NOTES.
 - SEE SWP SHEETS FOR WEEP HOLE SPACING.
 - PREFABRICATED DRAINAGE MAT SHALL BE 4'-0" WIDE MINIMUM BY FULL LAGGED HEIGHT CENTERED BETWEEN PILES. TAPE EDGES TO PREVENT CONCRETE INFILTRATION. PREFABRICATED DRAINAGE MAT SHALL CONFORM TO SECTION 9-33.2(3) OF THE WSDOT STANDARD SPECIFICATIONS.
 - SEE TABLE 1 ON SHEET SWD104 FOR CONCRETE FASCIA GEOMETRY AND REINFORCEMENT SCHEDULE.
 - LAGGING SHALL BE TEMPORARY LAGGING DESIGNED BY THE CONTRACTOR IN ACCORDANCE WITH SECTION 6-16.3(6)B OF THE WSDOT STANDARD SPECIFICATIONS. GAP LAGGING WITH SPACERS TO ACHIEVE THE 1/4" GAP, TYP.
 - GRAVEL BACKFILL FOR DRAINS SHALL CONFORM TO SECTION 9-03.12(4) OF THE WSDOT STANDARD SPECIFICATIONS.
 - CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAIN SHALL CONFORM TO SECTION 9-33.2(1) TABLE 1 AND TABLE 2 OF THE WSDOT STANDARD SPECIFICATIONS. CONSTRUCTION GEOTEXTILE SHALL BE MODERATE SURVIVABILITY WOVEN, CLASS A MATERIAL.
 - PERFORMED 6" DIA UNDERDRAIN PIPE SHALL CONFORM TO SECTION 9-05.2(6) OF THE WSDOT STANDARD SPECIFICATIONS.

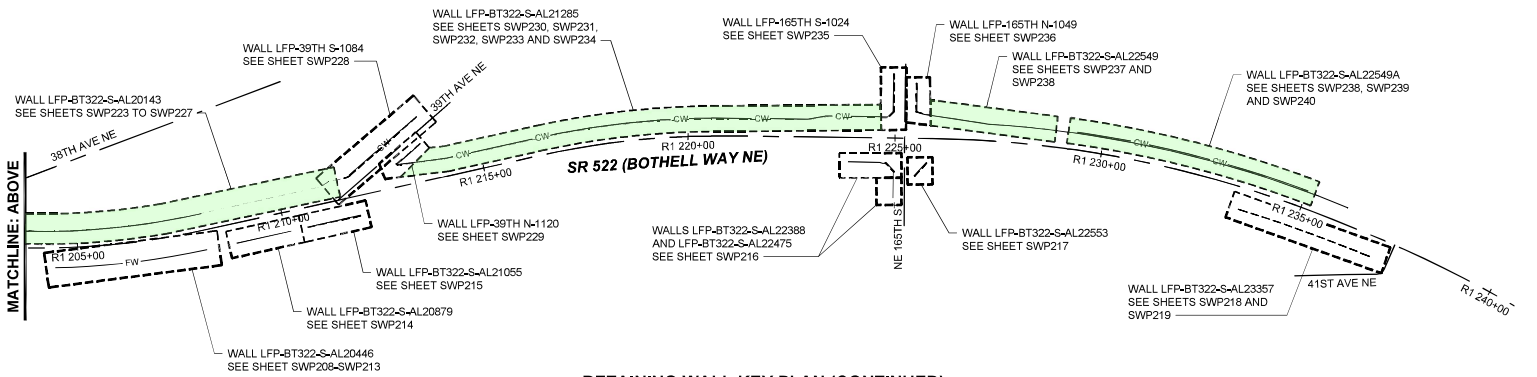
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90% SUBMITTAL	DESIGNED BY: T. JAIN				LINE IS 1" AT FULL SCALE		SCALE: NTS	SR 522 / NE 145TH BRT SR 522 (BOTHELL WAY NE)	DRAWING No.: BTSTD-SWD102
	NOT FOR CONSTRUCTION						DRAWN BY: E. MUENCH		FILENAME: S3-BTSTD-SWD102
	CHECKED BY: K. JUMPAWONG						CONTRACT No.: RTALR OA 2026-19	STRUCTURAL SOLDIER PILE (CUT) WALL DETAILS	SHEET No.: REV:
	APPROVED BY: T. JAIN		SUBMITTED BY: P. AVADUTHA	DATE: 06/09/2023	REVIEWED BY: K. LEOTTA	DATE: 06/09/2023			

Xrefs:
 VBTCL1004-TR22-24
 X5-BT522-CR-P3011
 X5-BT522-SWP001
 X5-BT522-SWP001
 X5-BT522-SWP001
 X5-BT522-SWP001
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RETAINING WALL KEY PLAN
NTS



RETAINING WALL KEY PLAN (CONTINUED)
NTS

LEGEND

RETAINING WALL - SEE DETAIL FOR MAINTENANCE BREAKOUT



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<h1 style="margin: 0;">90% SUBMITTAL</h1> <h2 style="margin: 0;">NOT FOR CONSTRUCTION</h2>	DESIGNED BY: T. JAIN DRAWN BY: E. MUENCH CHECKED BY: J. VO APPROVED BY: T. JAIN			 <i>BRT General Engineering Consultant</i>	LINE B "A" FULL SCALE SCALE: NTS FILENAME: S3-BT320-SWK201 CONTRACT No.: RTA\LR OA 0206-19 DATE: 00/00/2023		SR 522 / NE 145TH BRT SR 522 (BOTHELL WAY NE) BT306 STRUCTURAL KEY PLAN	DRAWING No.: BT522-SWK201 FACILITY ID: BT522 SHEET No.: REV:
	SUBMITTED BY: P. AVADUTHA DATE: 00/00/2024 REVIEWED BY: K. LEOTTA	DATE: 00/00/2023	DATE: 00/00/2023					

Retaining Wall Design Standards

July 27, 2023

INTENT

These provisions are intended to mitigate the impact of large, monotonous retaining walls in the right-of-way by requiring architectural and landscaping treatments that reduce the harshness of such walls and reflect the community identity.

INTERPRETATION

The terms used in these standards indicate whether provisions are required or whether they are discretionary, but highly recommended and desirable.

SHALL—The use of the term “shall” (or “shall not” in the negative) represents a requirement of the design to meet the intent of the guideline. This provision must be followed as part of planning, design, and implementation of the project.

SHOULD—The use of the term “should” (or “should not” in the negative) indicates a provision that is strongly encouraged, but that is not an absolute requirement. Compliance with this provision is voluntary, but highly desirable to the community.

PROVISIONS

1. The architectural finish of retaining walls shall depict artistic images having a strong relationship to the Pacific Northwest and the surrounding natural environment including native trees, flora, and fauna of the region. (see examples in Figures A and B)

FIGURE A



FIGURE B

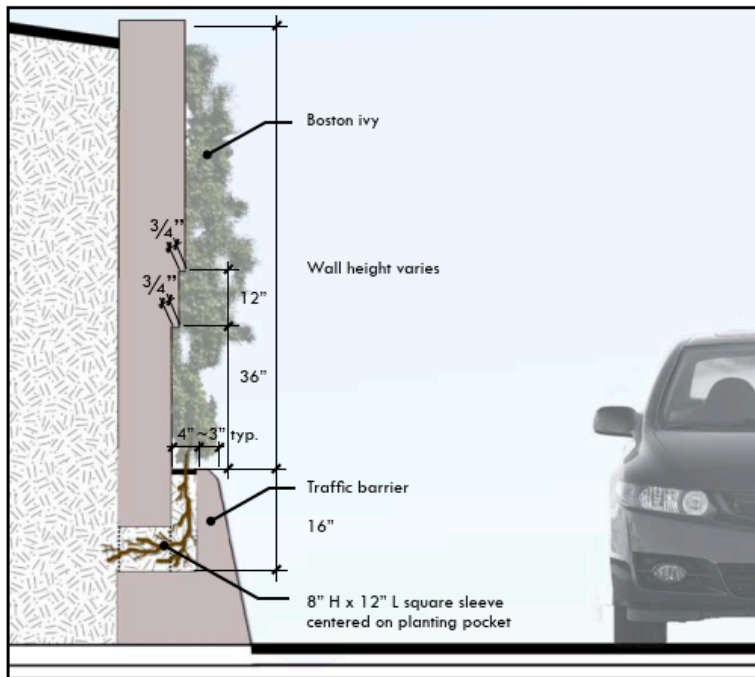


2. In addition to the architectural finish requirements of Provision 1, landscaping and vegetation such as that found in Figures C and D below shall be installed. Trees, shrubs and ground cover planted adjacent to a wall should incorporate plant species native the pacific northwest where possible.
 - a. In situations where the retaining wall is behind a sidewalk, the plantings shall be drought tolerant species that do not require permanent irrigation and shall be spaced in a manner similar to the spacing of the plantings shown in Figure C below.
 - b. In situations where the retaining wall is directly adjacent to a vehicular travel lane or shoulder, wall vegetation shall be installed in a manner similar to that described below.
 - i. The City's preference is that a permanent irrigation system be installed for vine pockets as shown in Figure D. When vine pockets are supported by an irrigation system, they can be spaced up to 10 feet apart on average for the length of the wall segment.
 - ii. If no permanent irrigation system is installed, vine pockets as shown in Figure D shall be spaced every 6 to 8 feet apart on average for the length of the wall segment unless structurally infeasible as demonstrated by a qualified structural engineer and verified by the City's structural engineering consultant. Vine pockets should be spaced so that the vines do not substantially obscure the artistic images depicted on the walls.
 - iii. Where landscaping is planted in front of the retaining wall, vines should be densely planted in front of the wall in a way that does not substantially obscure the artistic images depicted on the walls.

FIGURE C



FIGURE D



Vine Pocket – Example Section

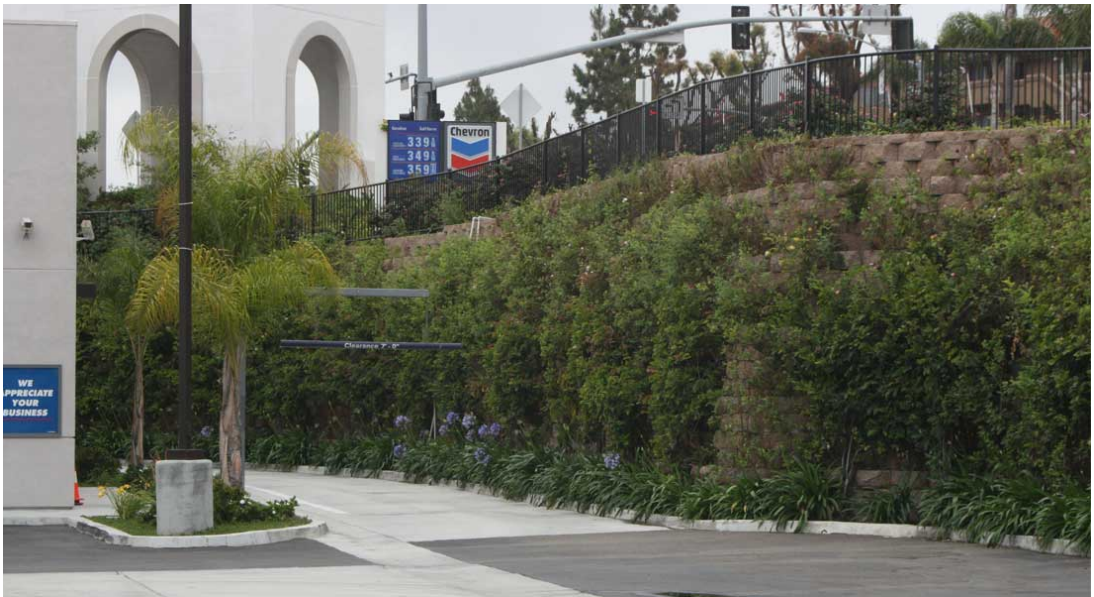
3. The wall construction type for an independent wall segment may deviate from the requirements of Provisions 1 and 2 if it can be demonstrated to the Public Works Director's satisfaction that vegetation will grow directly from the wall face as shown in Figures E and F and will reach a

coverage of 80% of the wall front surface within 36 months. The plantings should be native and a permanent irrigation system shall be incorporated.

FIGURE E



FIGURE F





CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 24, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 24-1978/Authorizing the Mayor to Sign the Professional Services Agreement for 2025-2026 State Legislative Advocacy Services with Gordon Thomas Honeywell Government Relations

Legislative History

- First Presentation – October 24, 2024

Attachments:

1. Resolution 24-1978/Authorizing Mayor to Sign the Agreement for 2025-2026 State Legislative Advocacy Services with Gordon Thomas Honeywell Government Relations
2. Consultant Contract (Exhibit A to Resolution)

Executive Summary

The City needs the support of the state as a funding partner for its future transportation and infrastructure projects. A state government affairs advocate provides the City a better opportunity to receive state support for projects that will benefit Lake Forest Park. The City has worked with a state government relations advocate for several years and has been successful in obtaining funding for a variety of projects. The Administration has negotiated a contract with Gordon Thomas Honeywell Government Relations (GTH) for state advocacy services in 2025 and 2026. Briahna Murray and Shelly Helder with GTH will serve as the consultants. This City has worked with GTH for the past 10-years. The proposed contract annual fee for each year is \$38,940, which is 3% inflation adjustment over the 2023 – 2024 contract.

Background

GTH has been instrumental in the City receiving funding for fish culverts on Lyon Creek, Five Acre Woods acquisition, conceptual design of the grade separated crossing of SR 522, construction funding for the SR 104 & 40th Place NE roundabout, Lakefront Property acquisition, and has been instrumental in messaging the city’s position and effectuating change in traffic camera legislation and legislation

related to one size fits all middle housing legislation. Since the City began contracting with GTH, it has received \$5.54 million in direct appropriations from the state. The positive relationships and the momentum created by GTH effort positions City for a successful 2025 and 2026 session.

The full scope of work is included as Exhibit A of the proposed agreement. Highlights include:

- Lobby to advance items on the city’s 2025-26 legislative agenda, with emphasis on securing funding towards the replacement of culverts in Lake Forest Park, securing funding for improvements to State Route 104 and securing funding for the Lakefront Park project.
- Monitor state legislation that impacts cities and provide comprehensive bill tracking.
- Monitor actions by state agencies, such as Department of Fish and Wildlife, regarding culvert studies and funding.
- Meet with key legislators, including relevant committee chairs, before, during and after the legislative session.
- Schedule appointments for City officials to meet with the City’s legislative delegation and key legislators during visits to Olympia.
- Provide the City with routine written reports during the Legislative Session and daily communication via phone and email as needed.
- Coordinate with the Association of Washington Cities and other stakeholder groups as appropriate to advance the city’s legislative priorities.

Fiscal & Policy Implications

The proposed 2025-2026 contract includes a 3% annual fee increase compared to the 2025-2026 contract. The proposed 2025-2026 budget provides funding for this contract in the Surface Water Utility and Transportation Capital Fund. If the City does not wish to continue the contract, it may terminate the contract with 30 days’ notice.

Alternatives

<i>Options</i>	<i>Results</i>
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Staff Recommendation

Review the contract and resolution

RESOLUTION NO. 24-1978

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR 2025 AND 2026 STATE LEGISLATIVE ADVOCACY SERVICES WITH GORDON THOMAS HONEYWELL GOVERNMENT RELATIONS

WHEREAS, the City desires to obtain state governmental affairs services to support its legislative priorities; and

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

WHEREAS, the City Council desires to enter into a contract with Gordon Thomas Honeywell Government Relations for state government affairs support; and

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

Section 1. AUTHORIZATION. The City Council of Lake Forest Park authorizes the Mayor to sign the contract with Gordon Thomas Honeywell Government Relations for state government affairs support in substantially the form 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 ____ day of _____, 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK: October 18, 2024
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1978

Exhibit A – GTH-Gov 2025

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

Agreement Title: State Government Affairs Consultant Contract – 2025 & 2026

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Gordon Thomas Honeywell Government Relations, (the "Consultant"), is dated this _____ day of _____ 20_____.

Consultant Business: Gordon Thomas Honeywell Government Relations

Consultant Address: 1201 Pacific Ave., Suite 2100, Tacoma, WA 98401

Consultant Phone: 253-620-6500

Consultant Fax: 253-620-6565

Contact Name Shelly Helder

Consultant e-mail: shelder@gth-gov.com

Federal Employee ID No.:

Authorized City Representative Phillip Hill, City Administrator
for this contract:

WHEREAS, the City desires to obtain state government affairs services to support its legislative priorities for 2025 and 2026; and

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

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Consultant.

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 – Scope of Work incorporated herein, (“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 Shelly Helder and Briahna Murray. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2026, 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 thirty-eight thousand and nine hundred forty dollars (\$38,940.00) annually 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 the Finance Department, , ap@cityoflfp.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. 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 by 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: Phillip Hill, City Administrator
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Gordon Thomas Honeywell Government Relations
Attn: Briahna Murray
1201 Pacific Ave., Suite 2100
Tacoma, WA 98401
bmurray@gth-gov.com

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

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: _____ Thomas French, Mayor</p> <p>_____</p> <p>Date _____</p>	<p>CONSULTANT:</p> <p>Gordon Thomas Honeywell Government Relations</p> <p>By _____ Briahna Murray</p> <p>Its _____</p> <p>Date: _____</p>
<p>ATTEST:</p> <p>_____</p> <p>Matthew McLean, City Clerk</p> <p>Date: _____</p> <p>_____</p>	
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kim Adams Pratt, City Attorney</p>	

Date: _____ |

EXHIBIT A
SCOPE OF WORK

- Register at the City’s lobbyist with the Public Disclosure Commission.
- Assist the city in developing its 2025-26 legislative agenda.
- Lobby to advance items on the city’s 2025-26 legislative agenda, with emphasis on securing funding towards the replacement of culverts in Lake Forest Park, securing funding for improvements to State Route 104 and securing funding for the Lakefront Park project.
- Monitor state legislation that impacts cities and provide comprehensive bill tracking.
- Monitor actions by state agencies, such as Department of Fish and Wildlife, regarding culvert studies and funding.
- Strengthen relevant legislative relationships between the City, state legislators, and executive offices.
- Meet with the City’s legislative delegation on a regular basis before, during, and after the legislative session.
- Meet with key legislators, including relevant committee chairs, before, during and after the legislative session.
- Brief City officials on legislative activity and attend City Council and City staff meetings as requested by the City Administrator or designee.
- Schedule appointments for City officials to meet with the City’s legislative delegation and key legislators during visits to Olympia.
- Provide the City with routine written reports during the Legislative Session and daily communication via phone and email as needed.
- Coordinate with the Association of Washington Cities, and other stakeholder groups, as appropriate to advancing the city’s legislative priorities.
- Present an end-of-session report that recaps the legislative session in full.
- In the interim months, assist the city in amending its 2025-26 legislative agenda to reflect changes from the 2025 Session, and prepare for the 2026 session and funding cycle.

EXHIBIT B
FEE SCHEDULE

January 2025 – State Government Affairs Services	\$3,245.00
February 2025 – State Government Affairs Services	\$3,245.00
March 2025 – State Government Affairs Services	\$3,245.00
April 2025 – State Government Affairs Services	\$3,245.00
May 2025 – State Government Affairs Services	\$3,245.00
June 2025 – State Government Affairs Services	\$3,245.00
July 2025 – State Government Affairs Services	\$3,245.00
August 2025 – State Government Affairs Services	\$3,245.00
September 2025 - State Government Affairs Services	\$3,245.00
October 2025 - State Government Affairs Services	\$3,245.00
November 2025 - State Government Affairs Services	\$3,245.00
December 2025 - State Government Affairs Services	\$3,245.00
2025 Total	\$38,940.00

January 2026 – State Government Affairs Services	\$3,245.00
February 2026 – State Government Affairs Services	\$3,245.00
March 2026 – State Government Affairs Services	\$3,245.00
April 2026 – State Government Affairs Services	\$3,245.00
May 2026 – State Government Affairs Services	\$3,245.00
June 2026 – State Government Affairs Services	\$3,245.00
July 2026 – State Government Affairs Services	\$3,245.00
August 2026 – State Government Affairs Services	\$3,245.00
September 2026 - State Government Affairs Services	\$3,245.00
October 2026 - State Government Affairs Services	\$3,245.00
November 2026 - State Government Affairs Services	\$3,245.00
December 2026 - State Government Affairs Services	\$3,245.00
2026 Total	\$38,940.00



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 24, 2024

Originating Department Finance Department

Contact Person Lindsey Vaughn, Finance Director

Title Ordinance 24-1297/Amending the 2023-2024 Budget

Legislative History

- Budget & Finance Committee Meeting October 17, 2024
- City Council Regular Meeting October 24, 2024

Attachments:

1. Ordinance 24-1297 Amending 2023-2024 Biennial Budget
2. Ordinance 24-1298 Creating Traffic Safety Fund, Fund 002

Executive Summary

Proposed Ordinance 24-1297 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:

The other side of the lost revenue transfer for the closing out of the ARPA federal funds was not entered and needs to be corrected and shown properly in the financials prior to the close of 2024.

Traffic Safety Fund 002 *Newly being created:

Proposed Ordinance 24-1298 creates the Traffic Safety Fund, Fund 002. The City Council made the safety decision to authorize school walk zone traffic safety cameras and cameras are now operating in one school walk zone. The funds are highly restricted by state statutes and therefore a separate sub fund of the general fund has been created to transparently show the revenues and expenditures independent of the general fund. In addition to creating the separate fund, the budget dollars need to be amended to allow revenues and expenditures to properly be allocated to stay in legal compliance.

ARPA Fund 107:

The funds must be fully committed by the end of 2024 and spent by 2026. The City has fully allocated and will be closing out the ARPA fund.

Capital Improvement Fund 301:

The City Council recently approved the purchase of the Rose property located at 19001 40th Place NE that neighbors 5 Acre Woods. The property is 2.43 acres and will be used for parks and open space for the community. The sale closed September 27, 2024.

Transportation Capital Fund 302:

The Traffic Safety Fund has allocated funds to support traffic safety expenses that will be allocated and funded out of the transportation capital fund for all future safe streets, early action studies and construction improvement to enhance multimodal travel through the City.

Sewer Utility Fund 401:

The City slightly underestimated the King County wastewater treatment charges that need to be appropriately allocated before the close of the biennial budget calendar year.

Sewer Capital Fund 402:

The City recently adopted the contract to proceed forward with the Beach Drive Sewer Lift Station design that was not originally allocated within the current 2024 budget.

Surface Water Utility Fund 403:

The early predicted estimates for professional services and system maintenance operations were estimated to significantly exceed the originally budgeted line items for multiple consultant expenses, and operational surface water system maintenance for inspections, cleaning and maintenance. The cost to maintain compliance of the National Pollutant Discharge Elimination System permit has significantly increased as has been discussed for multiple years from the City's Public Works Department.

Vehicle & Equipment Replacement Fund 501:

When the City created the 502 Information Technology Fund during the last budget process, allocating the original beginning fund balance transfer of \$150,000 was not allocated as an expenditure in the Vehicle and Equipment Replacement Fund 501 and needs to be allocated prior to the close of the fiscal year.

Information Technology Fund 502:

On the other side of the beginning fund balance transfer from the Vehicle & Equipment Replacement fund is the revenue side of the \$150,000 being transferred. That transaction created the beginning fund balance, or cash balance, of \$150,000 to start 2023.

See the table below:

GENERAL FUND 001				
Title	Revenue (R)/Expend. (E)	2023-2024 Adjustment Amount	Total Revenue	Total Expenditure
Lost Revenue Transfer from Fund 107 ARPA	R	\$ 1,332,990	\$ 1,332,990	
General Fund Revenue Adjustment Total		\$ 1,332,990	\$ 1,332,990	
General Fund Expenditure Adjustment Total		\$ -		\$ -
Total Net Change to the General Fund		\$ 1,332,990		
TRAFFIC SAFETY FUND 002: NEW				
Traffic Safety Camera Fines	R	\$ 1,044,000	\$ 1,044,000	
Investment Interest	R	\$ 10,000	\$ 10,000	
Traffic Safety Fund Revenue Adjustment Total		\$ 1,054,000	\$ 1,054,000	
Salaries - Court		\$ 150,000		\$ 150,000
Salaries - Police		\$ 200,000		\$ 200,000
Employee Benefits - Court		\$ 100,000		\$ 100,000
Employee Benefits - Police		\$ 125,000		\$ 125,000
Traffic Camera Service Fee		\$ 40,000		\$ 40,000
Traffic Calming Transfer OUT to 302		\$ 150,000		\$ 150,000
Traffic Safety Fund Expenditure Adjustment Total		\$ 765,000		\$ 765,000
Total Net Change to the Traffic Safety Fund		\$ 289,000		
CAPITAL IMPROVEMENT FUND 301				
Title		2023-2024 Budget Amount	Total Revenue	Total Expenditure
Capital Improvement Fund Revenue Adjustment Total		\$ -	\$ -	\$ -
Rose Property Acquisition	E	\$ 1,600,000		\$ 1,600,000
Rose Property Acquisition additional costs	E	\$ 200,000		\$ 200,000
Capital Improvement Fund Expenditure Adjustment Total		\$ 1,800,000	\$ -	\$ 1,800,000
Total Net Change to the Transportation Benefit District Fund		\$ (1,800,000)		

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>
Transfer in From Traffic Safety Fund 002	R	\$ 150,000	\$ 150,000	
Transportation Capital Fund Adjustment Total		\$ 150,000	\$ 150,000	
Transportation Capital Fund Revenue Adjustment Total		\$ -		\$ -
Total Net Change to the Transportation Capital Fund		\$ 150,000		
SEWER OPERATION FUND 401				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Sewer Operation Fund Revenue Adjustment Total		\$ -	\$ -	
METRO Charges		\$ 250,000		\$ 250,000
Sewer Operation Fund Expenditure Adjustment Total		\$ 250,000	\$ -	\$ 250,000
Total Net Change to the Sewer Operation Fund		\$ (250,000)		
SEWER CAPITAL FUND 402				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Sewer Capital Fund Revenue Adjustment Total		\$ -	\$ -	
Beach Drive Sewer Lift Station Design	E	\$ 250,000		\$ 250,000
Sewer Capital Fund Expenditure Adjustment Total		\$ 250,000		\$ 250,000
Total Net Change to the Sewer Capital Fund		\$ 250,000		
SURFACE WATER OPERATIOND FUND 403				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Surface Water Operations Revenue Adjustment Total		\$ -	\$ -	
Professional Services Engineering: Early 2024 yearend estimates	E	\$ 185,000		\$ 185,000
System Maintenance & Operation: Early 2024 yearend estimates	E	\$ 150,000		\$ 150,000
Surface Water Operation Fund Expenditure Adjustment Total		\$ 335,000		\$ 335,000
Total Net Change to the Surface Water Operation Fund		(335,000)		
VEHICLE & EQUIPMENT REPLACEMENT FUND 501				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Transfer In From General Fund 001	R		\$ -	
Vehicle and Equipment Revenue Adjustment Total		\$ -	\$ -	
Transfer to IT Fund 502: Budget Beginning Fund Balance Transfer	E	\$ 150,000		\$ 150,000
Public Works Contract Fund Expenditure Adjustment Total		\$ 150,000		\$ 150,000
Total Net Change to the Vehicle & Equipment Fund		\$ (150,000)		
INFORMATION TECHNOLOGY FUND 502				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Transfer In from Vehicle & Equipment Replacement Fund 501	R	\$ 150,000	\$ 150,000	
Information Technology Fund Revenue Adjustment Total		\$ 150,000	\$ 150,000	
Information Technology Fund Expenditure Adjustment Total		\$ -		\$ -
Total Net Change to the Information Technology Fund		\$ 150,000		

Please see the table below that shows allocation changes by fund.

Fund No.	Fund Name	Actual Beginning Fund	2023-2024 Adopted/Amended		2023-2024 Proposed Budget Amendment		Projected Ending Fund
			Revenue	Expenditure	Revenue	Expenditure	
001	General Fund	7,879,903	24,056,303	25,928,853	25,389,293	25,928,853	7,340,343
002	Traffic Safety Fund	-	-	-	1,054,000	765,000	289,000
101	Street Fund	766,207	1,670,000	1,738,353	1,670,000	1,738,353	697,854
102	Council Contingency Fund	742,970	55,000	-	55,000	-	797,970
104	Transportation Benefit District	689,364	1,251,500	804,686	1,251,500	804,686	1,136,178
105	Budget Stabilization Fund	323,554	21,000	-	21,000	-	344,554
106	Strategic Opportunity Fund	756,196	2,760,000	2,109,206	2,760,000	2,109,206	1,406,990
107	ARPA Fiscal Recovery Fund	2,724,742	-	2,724,742	-	2,724,742	-
301	Capital Improvement Fund	1,833,074	1,279,500	909,000	1,279,500	2,709,000	403,574
302	Transportation Capital Fund	2,370,096	5,351,805	6,693,273	5,501,805	6,693,273	1,178,628
303	Facilities Maintenance Fund	958,019	354,500	685,500	354,500	685,500	627,019
401	Sewer Utility Fund	932,732	7,860,788	7,860,400	7,860,788	8,110,400	683,120
402	Sewer Capital Fund	2,725,903	404,000	-	404,000	250,000	2,879,903
403	Surface Water Utility Fund	1,249,247	3,523,981	3,723,153	3,523,981	4,058,153	715,075
404	Surface Water Capital Fund	1,394,820	1,010,000	2,351,000	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	1,348,669	607,799	1,348,669	757,799	1,370,134
502	Information Technology Fund	150,000	309,154	336,533	459,154	336,533	272,621

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Adopt budget amendment ordinance 	Aligning the budget to reflect additional revenues and expenditures
<ul style="list-style-type: none"> Do not adopt budget amendment ordinance 	Keep the budget appropriations as currently adopted and not align the budget numbers to reflect the current financial allocations.

Staff Recommendation

Adopt Ordinance 24-1297/Amending budget Ordinance 1256 and subsequent budget amendment ordinances.

Adopt Ordinance 24-1298/Creating Traffic Safety Fund, Fund 002

ORDINANCE NO. 24-1297

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 adopted by Ordinance No. 156 and subsequently amended, is being amended herein to reflect actual performance for the budget’s fiscal period.

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	2023-2024 Adopted/Amended		2023-2024 Proposed Budget Amendment		Projected Ending Fund
			Revenue	Expenditure	Revenue	Expenditure	
001	General Fund	7,879,903	24,056,303	25,928,853	25,389,293	25,928,853	7,340,343
002	Traffic Safety Fund	-	-	-	1,054,000	765,000	289,000
101	Street Fund	766,207	1,670,000	1,738,353	1,670,000	1,738,353	697,854
102	Council Contingency Fund	742,970	55,000	-	55,000	-	797,970
104	Transportation Benefit District	689,364	1,251,500	804,686	1,251,500	804,686	1,136,178
105	Budget Stabilization Fund	323,554	21,000	-	21,000	-	344,554
106	Strategic Opportunity Fund	756,196	2,760,000	2,109,206	2,760,000	2,109,206	1,406,990
107	ARPA Fiscal Recovery Fund	2,724,742	-	2,724,742	-	2,724,742	-
301	Capital Improvement Fund	1,833,074	1,279,500	909,000	1,279,500	2,709,000	403,574
302	Transportation Capital Fund	2,370,096	5,351,805	6,693,273	5,501,805	6,693,273	1,178,628
303	Facilities Maintenance Fund	958,019	354,500	685,500	354,500	685,500	627,019
401	Sewer Utility Fund	932,732	7,860,788	7,860,400	7,860,788	8,110,400	683,120
402	Sewer Capital Fund	2,725,903	404,000	-	404,000	250,000	2,879,903
403	Surface Water Utility Fund	1,249,247	3,523,981	3,723,153	3,523,981	4,058,153	715,075
404	Surface Water Capital Fund	1,394,820	1,010,000	2,351,000	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	1,348,669	607,799	1,348,669	757,799	1,370,134
502	Information Technology Fund	150,000	309,154	336,533	459,154	336,533	272,621

Section 2. 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 3. 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 4. 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 November, 2024.

APPROVED:

 Thomas French
 Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: October 24, 2024
Adopted: _____
Posted: _____
Published: _____
Effective: _____

Budget Amendment 2024

City of Lake Forest Park

Finance Director, Lindsey Vaughn



Adjustments:

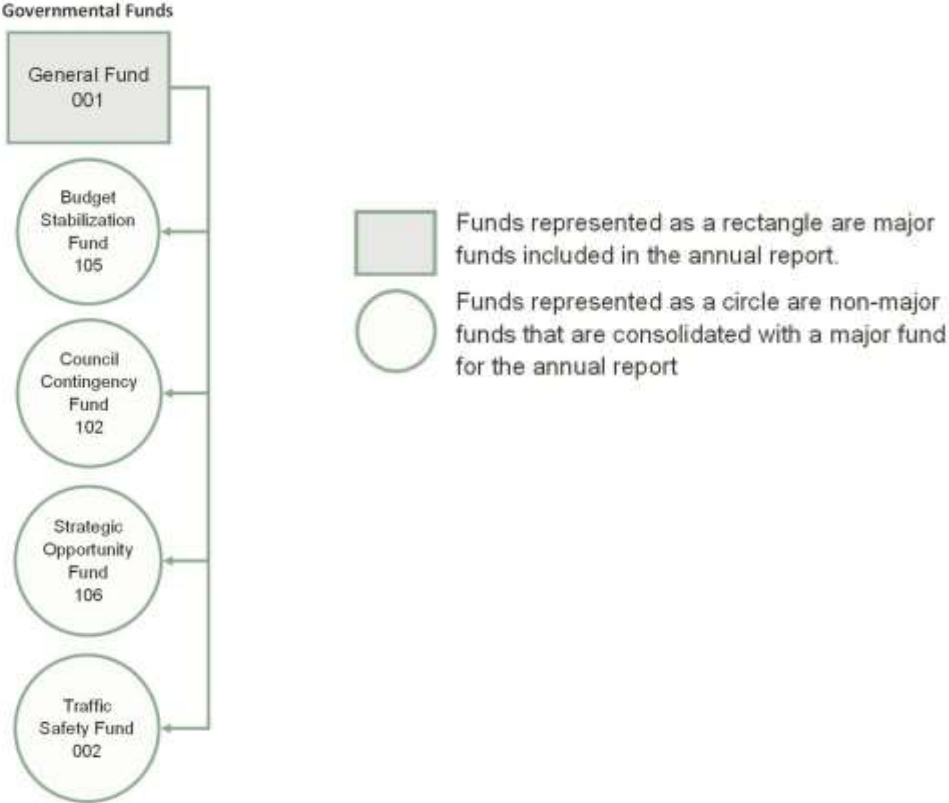


GENERAL FUND 001				
Title	Revenue (R) / Expend. (E)	2023-2024	Total Revenue	Total Expenditure
		Adjustment Amount		
Lost Revenue Transfer from Fund 107 ARPA	R	\$ 1,332,990	\$ 1,332,990	
General Fund Revenue Adjustment Total		\$ 1,332,990	\$ 1,332,990	
General Fund Expenditure Adjustment Total		\$ -		\$ -
Total Net Change to the General Fund		\$ 1,332,990		
TRAFFIC SAFETY FUND 002: NEW				
Traffic Safety Camera Fines	R	\$ 1,044,000	\$ 1,044,000	
Investment Interest	R	\$ 10,000	\$ 10,000	
Traffic Safety Fund Revenue Adjustment Total		\$ 1,054,000	\$ 1,054,000	
Salaries - Court	E	\$ 150,000		\$ 150,000
Salaries - Police	E	\$ 200,000		\$ 200,000
Employee Benefits - Court	E	\$ 100,000		\$ 100,000
Employee Benefits - Police	E	\$ 125,000		\$ 125,000
Traffic Camera Service Fee	E	\$ 40,000		\$ 40,000
Traffic Calming Transfer OUT to 302	E	\$ 150,000		\$ 150,000
Traffic Safety Fund Expenditure Adjustment Total		\$ 765,000		\$ 765,000
Total Net Change to the Traffic Safety Fund		\$ 289,000		

Traffic Safety Fund 002 (page 14 in budget)

FINANCIAL ORGANIZATION CHART (FUND STRUCTURE)

The following chart displays the fund structure for Lake Forest Park and is organized by fund type. The fund structure is prescribed by the Washington State Budgeting and Reporting System (BARS) and bears no connection to the organizational structure.



Adjustments:

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>
Capital Improvement Fund Revenue Adjustment Total		\$ -	\$ -	\$ -
Rose Property Acquisition	E	\$ 1,600,000		\$ 1,600,000
Rose Property Acquisition additional costs	E	\$ 200,000		\$ 200,000
Capital Improvement Fund Expenditure Adjustment Total		\$ 1,800,000	\$ -	\$ 1,800,000
Total Net Change to the Transportation Benefit District Fund		\$ (1,800,000)		
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>
Transfer in From Traffic Safety Fund 002	R	\$ 150,000	\$ 150,000	
Transportation Capital Fund Adjustment Total		\$ 150,000	\$ 150,000	
Transportation Capital Fund Revenue Adjustment Total		\$ -		\$ -
Total Net Change to the Transportation Capital Fund		\$ 150,000		
SEWER OPERATION FUND 401				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Sewer Operation Fund Revenue Adjustment Total		\$ -	\$ -	
King County Wastewater Treatment: METRO Charges	E	\$ 250,000		\$ 250,000
Sewer Operation Fund Expenditure Adjustment Total		\$ 250,000	\$ -	\$ 250,000
Total Net Change to the Sewer Operation Fund		\$ (250,000)		

Adjustments:

SEWER CAPITAL FUND 402				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Sewer Capital Fund Revenue Adjustment Total		\$ -	\$ -	
Beach Drive Sewer Lift Station Design	E	\$ 250,000		\$ 250,000
Sewer Capital Fund Expenditure Adjustment Total		\$ 250,000		\$ 250,000
Total Net Change to the Sewer Capital Fund		\$ 250,000		
SURFACE WATER OPERATIONS FUND 403				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Surface Water Operations Revenue Adjustment Total		\$ -	\$ -	
Professional Services Engineering: Early 2024 yearend estimates	E	\$ 185,000		\$ 185,000
System Maintenance & Operation: Early 2024 yearend estimates	E	\$ 150,000		\$ 150,000
Surface Water Operation Fund Expenditure Adjustment Total		\$ 335,000		\$ 335,000
Total Net Change to the Surface Water Operation Fund		(335,000)		

Adjustments:

VEHICLE & EQUIPMENT REPLACEMENT FUND 501				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Transfer In From General Fund 001	R		\$ -	
Vehicle and Equipment Revenue Adjustment Total		\$ -	\$ -	
Transfer to IT Fund 502: Budget Beginning Fund Balance Transfer	E	\$ 150,000		\$ 150,000
Public Works Contract Fund Expenditure Adjustment Total		\$ 150,000		\$ 150,000
Total Net Change to the Vehicle & Equipment Fund		\$ (150,000)		
INFORMATION TECHNOLOGY FUND 502				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Transfer In from Vehicle & Equipment Replacement Fund 501	R	\$ 150,000	\$ 150,000	
Information Technology Fund Revenue Adjustment Total		\$ 150,000	\$ 150,000	
Information Technology Fund Expenditure Adjustment Total		\$ -		\$ -
Total Net Change to the Information Technology Fund		\$ 150,000		

Questions/Comments?



ORDINANCE NO. 24-1298

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE LAKE FOREST PARK MUNICIPAL CODE BY CREATING CHAPTER 3.87, TRAFFIC SAFETY FUND; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in 2024, the State Legislature adopted amendments to Chapter 46.63 RCW, Disposition of Traffic Infractions, that mandates how revenue generated from automatic traffic safety camera programs is used by cities; and

WHEREAS, revenue from school walk zone cameras may only be used for traffic safety activities and to pay the cost to administer, install, operate and maintain the traffic safety cameras; and

WHEREAS, the City has identified that there is a need to create an additional fund for school walk zone traffic safety camera fines that would be titled “Traffic Safety” (Fund 002); and

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

Section 1. ADOPTION. Chapter 3.87 LFPMC, Traffic Safety Fund, is hereby created as follows:

3.87.010 Established.

There is created the Traffic Safety Fund to be known as Fund Number 002. The Traffic Safety Fund shall receive money obtained from fines collected from all traffic safety cameras except traffic safety cameras used in school speed zones and used to detect stoplight violations. The exception applies to the school speed zone and stoplight cameras existing as of January 1, 2024, and one additional school speed zone camera and one additional stoplight camera. Pursuant to RCW 46.63.220, as amended, the City shall use the Traffic Safety Fund for traffic safety activities; the cost to administer, install, operate, and maintain traffic safety cameras including the cost of processing infractions; and the Cooper Jones active transportation safety account in the state treasury.

Section 2. 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 3. 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 4. 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 _____ 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: October 24, 2024
Adopted:
Posted:
Published:
Effective:



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 24, 2024

Originating Department Finance Department

Contact Person Lindsey Vaughn, Finance Director

Title 2025-2026 Biennial Budget and related items

Legislative History

- First Presentation - September 12, 2024 Mayor’s Preliminary 2025-2026 Biennial Budget
- Second Presentation – October 24, 2024 Public Hearing

Attachments:

1. Ordinance 24-1299 Adopting the 2025-2026 Biennial Budget and attachments
2. Ordinance 24-1300 Adopting the 2025 Property Tax Levy
3. Ordinance 24-1301 Adopting the 2025 General Taxes
4. Resolution 24-1980 Adopting the 2025 and 2026 Sewer Rates
5. Resolution 24-1981 Adopting the 2025 Surface Water Rate
6. Resolution 24-1982 Adopting the 2025 User Fees

Executive Summary

The Mayor’s Preliminary 2025-2026 Biennial Budget is balanced as required by law. Balancing the 2025-2025 biennial budget has only been possible through proposed increases to certain utility rates, the use of unallocated fund balance, and utilization of the 2024 anticipated ending fund balance, also commonly referred to as the City’s unallocated ending fund balance.

In the previous biennial budgeting process, the City Council took commendable steps to close the gap between general fund expenditures and revenues. The Council’s approval of a forward-thinking investment policy has also resulted in additional interest income across all funds. Regrettably, all that

good and difficult work was quickly negated by inflation, significant increases in jail and dispatch expenditures, and increases in necessary consultant services.

The City is proposing to use \$3.1 million in unallocated fund balance in the general fund, and forecast projections show future year expenditures drastically outpacing revenues, as we have been discussing for over five years. The City Council has begun exploring potential new sources of revenue due to the limitations of the 1% cap on property tax revenues which will generate \$34,736 in new revenue for 2025.

The only requested position increase is the proposal of a 0.8 full-time equivalent, Human Resources Specialist, to support the City’s Human Resources department, which is currently a department of one employee. The human resources department is responsible to support both internal and external customer service and over the past two years due to a multitude of retirements and employees leaving for new employment opportunities, the HR Director has recruited and filled over 18 current positions.

Property Tax Increase for 2025:

The preliminary budget does include increasing the allowable levy limit by the 1% which equates to \$34,736 for 2025. Although the City approves a biennial budget the property taxes must be approved by Council on an annual basis.

See the table below for the financial makeup to match the ordinances presented in the packet.

2024 Regular Property Tax Levy	\$3,473,591
Limit Factor 1%	\$34,736
Subtotal	\$3,508,327
<u>New Construction</u>	<u>\$25,263</u>
Re-levy prior year refunds	\$5,861
Subtotal	\$3,508,327
<i>Estimate high due to preliminary numbers</i>	<u>\$200,000</u>
Estimated 2025 Property Tax Levy	\$3,739,451

Sewer Rate Increases 2025 and 2026

King County’s sewer charges will be increased by 5.75% in 2025 and 7% in 2026, which equals a \$3.17 monthly increase in 2025 and a \$4.08 monthly increase in 2026 to the City of Lake Forest Park residents that will have to be passed through as a rate increase. The rate increase will go into effect on January 1, 2025, and January 1, 2026, as stated in Resolution 24-1980.

The City has also included a rate increase of 5% for 2025 and 2026 based on a 2004 rate study that will go into effect on January 1, 2025, and January 1, 2026. That will increase the sewer rate by \$1.07 per month for 2025 and \$1.12 per month for 2026. Both rate increases, totaling \$4.24 for 2025 and \$5.20 for 2026, are included in the 2025-2026 biennial budget. Sewer utility rates increases are also shown on the 2025 User Fee Schedule.

See the sewer rate increases in the table below:

Sewer Monthly Service Monthly Residential Rates				
	2023	2024	2025	2026
King County	52.11	55.11	58.28	62.36
City	20.77	21.39	22.46	23.58
	\$ 72.88	\$ 76.50	\$ 80.74	\$ 85.94
Monthly Increase:	\$ 3.45	\$ 3.62	\$ 4.24	\$ 5.20
Total Increase	5.0%	5.0%	5.5%	6.4%
County Portion	5.75%	5.75%	5.75%	7.00%
City Portion	3.0%	3.0%	5.0%	5.0%
Utility Tax 6%	\$ 77.25	\$ 81.09	\$ 85.58	\$ 91.10

Sewer Monthly Service Commercial & Multi-Family				
	2023	2024	2025	2025
King County	\$ 6.57	\$ 6.95	\$ 7.35	\$ 7.87
City	\$ 4.20	\$ 4.33	\$ 4.55	\$ 4.77
	10.78	11.28	11.90	12.64
Monthly Increase:	\$ 0.48	\$ 0.50	\$ 0.62	\$ 0.74
% Increase:	4.7%	4.7%	5.5%	6.2%
Utility Tax 6%	\$ 11.42	\$ 11.96	\$ 12.61	\$ 13.40

Surface Water Rate Increases 2025 and 2026

To address the ongoing maintenance and operations costs associated with the City’s surface water infrastructure, the 2025-2026 budget includes a 15% increase in surface water rates, which equals a \$3.39 monthly increase in 2025 and a \$3.89 increase for the City of Lake Forest Park residents in 2026. Five percent of that increase is dedicated to an NPDES Project Manager position that is being proposed due to increasing federal stormwater requirements and operational demands.

The table below shows the annual amount that will be charged for Surface Water on property taxes within the City limits. Surface Water utility rate increases are shown on the 2025 User Fee Schedule.

Surface Water				
Class	Class Description	Type	2025 Rate	2026 Rate
1	single family residential	house	\$ 311.49	\$ 358.21
2	very light (0-10 IA)	commercial unit	\$ 311.49	\$ 358.21
3	light (10-20% IA)	commercial unit	\$ 748.70	\$ 861.00
4	moderate (20-45% IA)	commercial unit	\$ 1,505.76	\$ 1,731.62
5	moderately heavy (45-65% IA)	commercial unit	\$ 2,907.62	\$ 3,343.77
6	heavy (65-85% IA)	commercial unit	\$ 3,686.40	\$ 4,239.36
7	very heavy (85-100% IA)	commercial unit	\$ 4,828.71	\$ 5,553.02

2025 User Fee Schedule:

In addition to the annual proposed rate increases in sewer and surface water, the City is proposing to keep up with the increasing cost of the building fees. Prior to the Building Official’s recent retirement, he explained that costs were increasing minimally at 1.8%, and the City is proposing to keep up with those increasing costs with a pass through. An additional proposal is to increase the administration fee from

\$120 to \$145 per hour to keep up with increasing wages and benefit. This adjustment is based on a previously completed detailed evaluation done to make sure the City continues covering its direct costs.

Background

The City adopts a biennial budget every other year in even-numbered years. The budget process begins with the Mayor proposing a budget, followed by City Council deliberations on the Mayor's proposal and public hearings. The City Council can make any changes that it desires to the Mayor's proposal and when the City Council has a budget that it is satisfied with, then the City Council moves to adopt the budget. The budget ordinance will be the result of this process. The budget must be adopted by December 31 to ensure the continuity of city services.

The currently proposed budget will continue existing levels of service for all city services. The Mayor's Preliminary 2025-2026 Biennial Budget and video recordings of the Budget and Finance Committee budget deliberations are all posted and available on the City's website.

Fiscal & Policy Implications

The proposed 2025-2026 budget ordinance will provide funding for city services through December 31, 2026. The proposed budget is balanced using an unallocated ending fund balance to supplement where ongoing revenues lag ongoing expenditures and maintain reserves in accordance with the City's adopted financial policy.

Staff Recommendation

Hold and close the public hearing on October 24, 2024, and November 7, 2024, for the 2025-2026 biennial budget and associated rates and taxes.

ORDINANCE NO. 24-1299

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING THE BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2025-2026, 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 2025-2026 has been prepared and filed, public hearings have been held for the purpose of fixing the final budget, and the City Council has deliberated and has made adjustments and changes deemed necessary and proper; 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 RCW 35A.34.120 to include all revenues and expenditures for each fund in the adopted budget; and

WHEREAS, the budget is balanced per City Policy.

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

Section 1. ADOPTING THE BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2025-2026. The City Council adopts the budget for the City of Lake Forest Park for the period January 1, 2025 through December 31, 2026 as determined in the 2025-2026 Mayor’s Preliminary Budget and as amended by the City Council (the “Budget”).

Section 2. SUMMARY OF REVENUES AND EXPENDITURES. The Budget sets forth totals of estimated revenues and expenditures of each separate fund, and the aggregate totals for all such funds as summarized below:

<u>Fund No.</u>	<u>Fund</u>	<u>Projected Beginning Fund Balance 1/1/2025</u>	<u>2025-2026 Revenue</u>	<u>2025-2026 Expenditure</u>	<u>Projected Ending Fund Balance 12/31/2026</u>
001	General	\$9,912,822	\$ 25,107,896	\$ 28,201,098	\$ 6,819,619
002	Traffic Safety *New*	\$289,000	\$ 8,040,000	\$ 2,326,440	\$ 6,002,560
101	Street	\$753,265	\$ 1,409,893	\$ 2,048,751	\$ 114,407
102	Council Contingency	\$794,932	\$ 44,000	\$ -	\$ 838,932
104	Transportation Benefit Dist.	\$1,273,919	\$ 1,515,328	\$ 804,809	\$ 1,984,438
105	Budget Stabilization	\$346,602	\$ 18,500	\$ -	\$ 365,102
106	Strategic Opportunity Fund	\$982,898	\$ 554,500	\$ 530,000	\$ 1,007,398
301	Capital Improvement	\$1,107,862	\$ 1,368,000	\$ 951,431	\$ 1,524,431
302	Transportation Capital	\$2,329,099	\$ 7,562,393	\$ 8,916,811	\$ 974,681
303	Capital Facilities Maintenance	\$1,206,050	\$ 309,000	\$ 945,000	\$ 570,050
401	Sewer Utility	\$986,077	\$ 8,627,984	\$ 8,895,791	\$ 718,270
402	Sewer Capital	\$4,033,000	\$ 451,000	\$ 3,074,000	\$ 1,410,000
403	Surface Water Utility	\$966,053	\$ 3,964,800	\$ 4,503,615	\$ 427,238
404	Surface Water Capital	\$454,234	\$ 3,640,000	\$ 3,160,000	\$ 934,234
406	Sewer Bond Reserve	\$115,858	\$ 6,000	\$ -	\$ 121,858
407	PW Trust Fund Repayment	\$653,930	\$ 308,500	\$ 242,805	\$ 719,625
501	Vehicle & Equip. Replacement	\$1,685,558	\$ 1,255,538	\$ 356,105	\$ 2,584,991
502	Information Technology Fund	\$390,711	\$ 507,000	\$ 365,000	\$ 532,711

Section 3. SALARY SCHEDULES FOR 2025 AND 2026. The salary schedule and full-time employee authorization request submitted to the City Council by the Administration with the Budget is attached in Exhibit A.

Section 4. PROVISIO. The Administration, Mayor, and City Council worked together to create the attached proviso in Exhibit B. The proviso shown in Exhibit B will be revisited as part of the Budget Amendment and Mid-Biennial Budget Amendment Process.

Section 5. COPIES OF THE BUDGET TO BE FILED. The City Clerk is directed to transmit a complete copy of the Budget as adopted to the Office of the State Auditor and to the Association of Washington Cities as required by RCW 35A.34.120.

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.

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____

2025 Preliminary Budgeted Positions and Salary Schedule

Amounts on this schedule are monthly

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Legislative							
Councilmembers	7						\$ 800.00
Executive							
Mayor	0.5						\$ 3,000.00
City Administrator	1						\$ 18,579.10
Human Resources Director	1	\$ 11,140.88	\$ 11,883.58	\$ 12,626.24	\$ 13,369.02	\$ 14,111.77	\$ 14,854.50
Human Resources Specialist	0.8	\$ 6,303.60	\$ 6,697.58	\$ 7,090.06	\$ 7,485.68	\$ 7,879.99	\$ 8,296.11
	3.3						
Judicial							
Municipal Court Judge	0.6					\$ 10,866.85	\$ 11,232.10
Court Administrator	1	\$ 7,971.28	\$ 8,502.80	\$ 9,034.31	\$ 9,565.82	\$ 10,097.32	\$ 10,628.87
Court Clerk	2.5	\$ 4,759.86	\$ 5,077.86	\$ 5,393.83	\$ 5,711.83	\$ 6,027.79	\$ 6,345.80
Probation Officer	0.2	\$ 6,635.47	\$ 7,078.72	\$ 7,521.98	\$ 7,963.01	\$ 8,406.26	\$ 8,847.40
Pro-tem Judge		\$65 per hour					
	4.3						
Municipal Services Department							
City Clerk	1	\$ 7,956.46	\$ 8,485.86	\$ 9,016.65	\$ 9,547.66	\$ 10,078.26	\$ 10,607.67
Deputy City Clerk	1	\$ 6,148.50	\$ 6,558.27	\$ 6,970.06	\$ 7,379.82	\$ 7,789.59	\$ 8,199.36
Public Records Specialist	0.85	\$ 5,738.09	\$ 6,118.48	\$ 6,502.66	\$ 6,883.68	\$ 7,267.22	\$ 7,648.25
Administrative Specialist	1	\$ 5,388.93	\$ 5,750.96	\$ 6,110.56	\$ 6,467.70	\$ 6,827.28	\$ 7,186.88
Passport Acceptance Agent	1.5	\$ 4,526.53	\$ 4,827.07	\$ 5,127.62	\$ 5,430.46	\$ 5,733.29	\$ 6,033.47
	5.35						
Finance/Info. Systems Department							
Finance Director	1	\$ 11,887.24	\$ 12,679.62	\$ 13,472.15	\$ 14,264.67	\$ 15,057.18	\$ 15,848.42
Information Systems Manager	1	\$ 9,305.44	\$ 9,925.76	\$ 10,546.17	\$ 11,166.57	\$ 11,786.88	\$ 12,407.29
Accounting Supervisor	1	\$ 7,933.26	\$ 8,462.19	\$ 8,991.09	\$ 9,519.97	\$ 10,048.86	\$ 10,577.75
Finance Specialist	2	\$ 5,363.28	\$ 5,718.17	\$ 6,074.25	\$ 6,432.23	\$ 6,790.20	\$ 7,148.18
Accounting Clerk	0.6	\$ 4,876.43	\$ 5,202.80	\$ 5,527.05	\$ 5,853.41	\$ 6,177.66	\$ 6,501.91
	5.6						
Community Development: Planning & Building Department							
Community Development Director	1	\$ 11,598.08	\$ 12,370.98	\$ 13,143.87	\$ 13,918.33	\$ 14,691.21	\$ 15,464.11
Senior Planner	1	\$ 7,592.62	\$ 8,099.08	\$ 8,603.41	\$ 9,112.00	\$ 9,616.33	\$ 10,122.79
Associate Planner	0	\$ 6,644.92	\$ 7,088.26	\$ 7,531.61	\$ 7,974.18	\$ 8,416.91	\$ 8,859.91
Assistant Planner	1	\$ 5,924.44	\$ 6,319.11	\$ 6,713.78	\$ 7,108.45	\$ 7,503.11	\$ 7,897.78
Community Programs Planner	1	\$ 6,644.92	\$ 7,088.26	\$ 7,531.61	\$ 7,974.18	\$ 8,416.91	\$ 8,859.91
Urban Forest Planner	0.75	\$ 7,521.66	\$ 8,023.39	\$ 8,523.01	\$ 9,026.84	\$ 9,526.46	\$ 10,028.18
Building Official	1	\$ 8,745.91	\$ 9,328.94	\$ 9,912.00	\$ 10,495.06	\$ 11,078.13	\$ 11,661.18
Permit Coordinator	0.8	\$ 5,644.06	\$ 6,020.06	\$ 6,396.28	\$ 6,772.41	\$ 7,148.52	\$ 7,524.63
Permit Technician	0	\$ 5,107.74	\$ 5,448.12	\$ 5,788.49	\$ 6,128.87	\$ 6,469.25	\$ 6,809.62
	6.55						
Emergency Management							
Emergency Manager	1	\$ 8,568.62	\$ 8,802.31	\$ 9,035.99	\$ 9,269.69	\$ 9,503.38	\$ 10,776.97
	1						

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Department							
Police Chief	1					\$ 16,371.51	\$ 17,026.37
Division Commander	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		
Detective	2	\$ 7,261.56	\$ 7,836.04	\$ 8,459.74	\$ 9,073.84		
Traffic Officer	1	\$ 6,931.44	\$ 7,479.86	\$ 8,075.21	\$ 8,661.34		
K-9 Officer	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	\$ 6,140.51	\$ 6,550.99	\$ 6,959.08	\$ 7,369.56	\$ 7,777.65	\$ 8,188.14
	23.35						

Public Works Department							
Public Works Director	1	\$ 12,975.63	\$ 13,364.09	\$ 14,200.46	\$ 15,035.21	\$ 15,869.80	\$ 16,706.34
Senior Project Manager	1	\$ 8,881.47	\$ 9,369.33	\$ 9,954.76	\$ 10,540.68	\$ 11,126.49	\$ 11,712.28
Project Manager	2	\$ 7,701.89	\$ 8,213.56	\$ 8,727.47	\$ 9,241.37	\$ 9,755.28	\$ 10,266.96
Public Works Superintendent	1	\$ 6,871.66	\$ 7,330.60	\$ 7,788.16	\$ 8,245.72	\$ 8,704.66	\$ 9,895.19
PW Admin. Assistant	0.5	\$ 5,107.74	\$ 5,448.12	\$ 5,788.49	\$ 6,128.87	\$ 6,469.25	\$ 6,809.62
Lead Maintenance Worker	1	\$ 6,450.03	\$ 6,677.67	\$ 6,905.34	\$ 7,132.97	\$ 7,360.63	\$ 7,588.28
Maintenance Worker	5	\$ 6,000.04	\$ 6,211.80	\$ 6,423.57	\$ 6,635.31	\$ 6,847.09	\$ 7,058.87
Seasonal Maintenance Worker (Hourly)	2	\$ 23.35	\$ 24.81	\$ 26.26	\$ 27.73	\$ 29.18	\$ 31.13
	13.5						

Total Positions in Preliminary Budget 62.95

- New Position
- Updated Title
- Union Negotiations in Progress
- Dependent upon Union Negotiations

2026 Preliminary Budgeted Positions and Salary Schedule

Amounts on this schedule are monthly

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Legislative							
Councilmembers	7						\$ 800.00
Executive							
Mayor	0.5						\$ 3,000.00
City Administrator	1						\$ 19,136.47
Human Resources Director	1	\$ 11,475.10	\$ 12,240.09	\$ 13,005.03	\$ 13,770.09	\$ 14,535.13	\$ 15,300.14
Human Resources Specialist	0.8	\$ 6,492.71	\$ 6,898.50	\$ 7,302.76	\$ 7,710.25	\$ 8,116.39	\$ 8,545.00
	3.3						
Judicial							
Municipal Court Judge	0.6					\$ 11,232.10	\$ 11,571.35
Court Administrator	1	\$ 8,210.42	\$ 8,757.88	\$ 9,305.34	\$ 9,852.79	\$ 10,400.24	\$ 10,947.74
Court Clerk	2.5	\$ 4,902.66	\$ 5,230.20	\$ 5,555.64	\$ 5,883.18	\$ 6,208.63	\$ 6,536.17
Probation Officer	0.2	\$ 6,834.54	\$ 7,291.08	\$ 7,747.64	\$ 8,201.90	\$ 8,658.45	\$ 9,112.82
Pro-tem Judge		\$65 per hour					
	4.3						
Municipal Services Department							
City Clerk	1	\$ 8,195.15	\$ 8,740.44	\$ 9,287.15	\$ 9,834.09	\$ 10,380.61	\$ 10,925.90
Deputy City Clerk	1	\$ 6,332.95	\$ 6,755.01	\$ 7,179.16	\$ 7,601.22	\$ 8,023.28	\$ 8,445.34
Public Records Specialist	0.85	\$ 5,910.23	\$ 6,302.03	\$ 6,697.73	\$ 7,090.19	\$ 7,485.24	\$ 7,877.70
Administrative Specialist	1	\$ 5,550.60	\$ 5,923.49	\$ 6,293.87	\$ 6,661.73	\$ 7,032.10	\$ 7,402.48
Passport Acceptance Agent	1.5	\$ 4,662.33	\$ 4,971.89	\$ 5,281.44	\$ 5,593.37	\$ 5,905.29	\$ 6,214.47
	5.35						
Finance/Info. Systems Department							
Finance Director	1	\$ 12,243.86	\$ 13,060.01	\$ 13,876.31	\$ 14,692.61	\$ 15,508.89	\$ 16,323.87
Information Systems Manager	1	\$ 9,584.60	\$ 10,223.53	\$ 10,862.56	\$ 11,501.56	\$ 12,140.49	\$ 12,779.51
Accounting Supervisor	1	\$ 8,171.26	\$ 8,716.06	\$ 9,260.82	\$ 9,805.57	\$ 10,350.33	\$ 10,895.08
Finance Specialist	2	\$ 5,524.18	\$ 5,889.71	\$ 6,256.48	\$ 6,625.19	\$ 6,993.91	\$ 7,362.62
Accounting Clerk	0.6	\$ 5,022.73	\$ 5,358.89	\$ 5,692.87	\$ 6,029.01	\$ 6,362.99	\$ 6,696.97
	5.6						
Community Development: Planning & Building Department							
Community Development Director	1	\$ 11,946.02	\$ 12,742.10	\$ 13,538.19	\$ 14,335.88	\$ 15,131.95	\$ 15,928.03
Senior Planner	1	\$ 7,820.40	\$ 8,342.05	\$ 8,861.52	\$ 9,385.36	\$ 9,904.82	\$ 10,426.47
Associate Planner	0	\$ 6,844.27	\$ 7,300.91	\$ 7,757.56	\$ 8,213.40	\$ 8,669.42	\$ 9,125.70
Assistant Planner	1	\$ 6,102.17	\$ 6,508.68	\$ 6,915.19	\$ 7,321.70	\$ 7,728.21	\$ 8,134.72
Community Programs Planner	1	\$ 6,844.27	\$ 7,300.91	\$ 7,757.56	\$ 8,213.40	\$ 8,669.42	\$ 9,125.70
Urban Forest Planner	0.75	\$ 7,747.31	\$ 8,264.09	\$ 8,778.70	\$ 9,297.64	\$ 9,812.25	\$ 10,329.03
Building Official	1	\$ 9,008.28	\$ 9,608.81	\$ 10,209.37	\$ 10,809.91	\$ 11,410.47	\$ 12,011.02
Permit Coordinator	0.8	\$ 5,813.38	\$ 6,200.66	\$ 6,588.17	\$ 6,975.58	\$ 7,362.98	\$ 7,750.37
Permit Technician	0	\$ 5,260.97	\$ 5,611.56	\$ 5,962.15	\$ 6,312.74	\$ 6,663.33	\$ 7,013.91
	6.55						
Emergency Management							
Emergency Manager	1	\$ 8,825.68	\$ 9,066.38	\$ 9,307.07	\$ 9,547.78	\$ 9,788.48	\$ 11,100.28
	1						

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Department							
Police Chief	1						\$ 17,537.16
Division Commander	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		
Detective	2	\$ 7,261.56	\$ 7,836.04	\$ 8,459.74	\$ 9,073.84		
Traffic Officer	1	\$ 6,931.44	\$ 7,479.86	\$ 8,075.21	\$ 8,661.34		
K-9 Officer	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	\$ 6,324.73	\$ 6,747.51	\$ 7,167.85	\$ 7,590.64	\$ 8,010.98	\$ 8,433.78
	23.35						

Public Works Department							
Public Works Director	1	\$ 13,364.90	\$ 13,765.01	\$ 14,626.47	\$ 15,486.27	\$ 16,345.89	\$ 17,207.53
Senior Project Manager	1	\$ 9,147.92	\$ 9,650.41	\$ 10,253.41	\$ 10,856.90	\$ 11,460.29	\$ 12,063.65
Project Manager	2	\$ 7,932.95	\$ 8,459.97	\$ 8,989.29	\$ 9,518.62	\$ 10,047.94	\$ 10,574.97
Public Works Superintendent	1	\$ 7,077.81	\$ 7,550.52	\$ 8,021.81	\$ 8,493.09	\$ 8,965.80	\$ 10,192.05
PW Admin. Assistant	0.5	\$ 5,260.97	\$ 5,611.56	\$ 5,962.15	\$ 6,312.74	\$ 6,663.33	\$ 7,013.91
Lead Maintenance Worker	1	\$ 6,450.03	\$ 6,677.67	\$ 6,905.34	\$ 7,132.97	\$ 7,360.63	\$ 7,588.28
Maintenance Worker	5	\$ 6,000.04	\$ 6,211.80	\$ 6,423.57	\$ 6,635.31	\$ 6,847.09	\$ 7,058.87
Seasonal Maintenance Worker (Hourly)	2	\$ 24.05	\$ 25.55	\$ 27.05	\$ 28.56	\$ 30.06	\$ 32.06
	13.5						

Total Positions in Preliminary Budget 62.95

New Position
Updated Title
Union Negotiations in Progress
Dependent upon Union Negotiations

**Exhibit B
2025-2026 Budget Proviso List**

Climate Coordinator

Given:

- 1. Residents have made significant public comment about the need for a city official to be responsible for meeting the city’s environmental goals outlined in the recently accepted Climate Action Plan.
- 2. There is not a source of funding in the currently proposed budget for such a position.

Then the city resolves to fund such a position contingent on:

- 1. The City Council proposes and passes a utility tax on solid waste disposal.
- 2. Sufficient funds accrue in an account set up for the revenue from this tax to cover personnel and incidental costs.

Court Staff

Given:

- 1. Resulting from increased traffic speed cameras there is potential need for increased staffing in the Municipal Court.
- 2. The city’s general fund cannot support additional personnel.

Then the city resolves to fund such position(s) contingent on:

- 1. - 0.5 additional staff (1,900 – 3,500 tickets per month).
 - 0.5 - 1.0 additional staff (3,501 – 5,000 tickets per month).
 - 0.5 – 1.0 additional staff (5,001 – 6,500 tickets per month)
- 2. Associated traffic speed camera revenues are sufficient to cover operational costs and requested staff.

PD Traffic Camera Reviewer

Given:

- 1. Resulting from increased traffic speed cameras there is potential need for increased staffing in the Police Department.
- 2. The city’s general fund cannot support additional personnel.

Then the city resolves to fund such position contingent on:

- 1. -0.5 – 1.0 additional staff (5,001 – 6,500 tickets per month)
- 2. Associated traffic speed camera revenues are sufficient to cover operational costs and requested staff.
- 3. The Police Guild authorizes the use of civilian personnel for infraction review.

ORDINANCE NO. 24-1300

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, LEVYING PROPERTY TAX FOR THE CALENDAR YEAR 2025 AS ALLOWED BY LAW, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Lake Forest Park has met and considered the budget for calendar years 2025-2026; and

WHEREAS, the City's actual levy amount from the previous year was \$3,473,591; and

WHEREAS, the population of the City is more than 10,000; and

WHEREAS, the City Council held a public hearing on November 7, 2024, pursuant to RCW 84.55.120 regarding consideration of possible increase in property tax revenues; and

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

Section 1. PROPERTY TAX LEVY. The City Council of the City of Lake Forest Park hereby authorizes that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2025 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$34,736, which is a percentage increase of 1 % from the previous year.

This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increases in the value of state assessed property, any annexations that have occurred and refunds made.

Section 2. 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 3. 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 4. 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 November 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:

ORDINANCE NO. 24-1301

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, LEVYING THE GENERAL TAXES FOR THE CITY OF LAKE FOREST PARK IN KING COUNTY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2025, ON ALL PROPERTY, BOTH REAL AND PERSONAL IN SAID CITY THAT IS SUBJECT TO TAXATION FOR THE PURPOSE OF PROVIDING SUFFICIENT REVENUE TO CARRY ON THE SERVICES OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE ENSUING YEAR AS PROVIDED BY LAW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Forest Park has met and considered its budget for calendar year 2025; and

WHEREAS, the City Council held a public hearing on October 24, 2024, and November 7, 2024, to consider the City’s 2024 Property Tax Levy pursuant to RCW 84.55.120; and

WHEREAS, King County requires the 2025 Property Tax Levies to be submitted by November 30, 2024; and

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

Section 1. REGULAR TAX LEVY. The preliminary assessed valuation of \$4,914,184,757 is adopted. A regular property tax for 2025 is hereby levied in the maximum amount of \$3,739,451, which includes an additional \$200,000 for any additional King County increases resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, any increases in the value of state assessed property, any annexations that have occurred and refunds made by King County. The final dollar amount of Property Taxes is determined by King County and reduced to the actual amount allowed.

Section 2. 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 3. 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 4. 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 November 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:

RESOLUTION NO. 24-1980

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, SETTING THE SEWER UTILITY RATES FOR 2025 AND 2026

WHEREAS, pursuant to Section 13.08.090 of the Lake Forest Park Municipal Code, the City Council establishes rates for sanitary sewer services by resolution; and

WHEREAS, the City of Lake Forest Park has a sewer rate structure where a portion of the rate is for King County treatment charges, and a portion is for the operation and maintenance of the City's sewer infrastructure; and

WHEREAS, in 2004, the City completed a study of the sewer rates for operation, maintenance, and for the long-term replacement of the sewer system infrastructure; and

WHEREAS, the study recommended that the City's portion of the sewer rates be increased and a portion of the revenue be set aside in a new fund for future capital replacement of the City's sewer system; and

WHEREAS, the City Council has determined that it is in the best interests of the City to increase the City's portion of the sewer rates in 2025 and 2026, and to increase the City's sewer rate charge to account for the increase in the King County treatment charge; and

WHEREAS, the City's portion of the sewer rate will increase by 5% in 2025 and 5% in 2026 to keep up with costs that exceeded the previous biennium's rate increases of 3% due to the Teamsters union contract being approved during the biennium and ongoing expenditures increases; and

WHEREAS, King County is increasing its treatment charge by 5.75% in 2025 and 7% in 2026; and

WHEREAS, the City Council has determined that it is in the best interests of the City to adopt the above rate increases and inform the ratepayers now of the increase in 2025 and 2026.

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

Section 1. Effective January 1, 2025, the following classification of sewer use and schedule of rates and charges for sanitary sewer service are adopted, for

properties located within the boundaries of the City of Lake Forest Park as now or hereafter determined:

Class No.	Description	Rate
I.	Residential (single-family and housing units with four or less residential units per building),	\$76.50 \$80.74 per month per unit
II.	Multi-family Residential (housing units with five or more units per building)	\$41.28 \$11.90 per hundred cubic feet (ccf) per month
III.	Commercial	\$41.28 \$11.90 per hundred cubic feet (ccf) per month per unit of business

Section 2. Effective January 1, 2026, the following classification of sewer use and schedule of rates and charges for sanitary sewer service are adopted, for properties located within the boundaries of the City of Lake Forest Park as now or hereafter determined:

Class No.	Description	Rate
I.	Residential (single-family and housing units with four or less residential units per building),	\$80.74 \$85.94 per month per unit
II.	Multi-family Residential (housing units with five or more units per building)	\$41.90 \$12.64 per hundred cubic feet (ccf) per month
III.	Commercial	\$41.90 \$12.64 per hundred cubic feet (ccf) per month per unit of business

Section 3. SEVERABILITY. Should any portion of this resolution, 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 resolution or its application to other persons or circumstances.

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, resolution numbering, section/subsection numbers, and any references thereto.

Section 5. EFFECTIVE DATE. This resolution shall take effect immediately after passage and publication.

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1980

RESOLUTION NO. 24-1981

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, SETTING THE SURFACE WATER UTILITY RATES FOR 2025

WHEREAS, the City has reviewed the surface water utility revenue and operational expenditures that are needed to retain the current level-of-service standards for surface water management services, to continue compliance with the Endangered Species Act and other unfunded mandates, to continue with best management practices, to continue to develop the City’s surface water management program, and to address the capital repair and improvement of the City’s surface water management systems; and

WHEREAS, the City has determined that the annual surface water utility fees should be increased by fifteen percent (15.0%) in order to retain and improve upon the current level-of-service standards for surface water management services; and

WHEREAS, five percent (5%) of the increase is specifically dedicated to fund a NPDES employee to assist the City in meeting the federal surface water requirements, and to set aside annual amounts; and

WHEREAS, any additional funds will support long-term capital improvement needs of the City’s surface water infrastructure.

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

Section 1. SURFACE WATER UTILITY RATES. The City hereby sets the surface water utility rates according to the fee schedule attached hereto as Exhibit A, to be effective on January 1, 2025, and to remain in effect until revised by future Council action.

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 November, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1981

Exhibit A

Surface Water			
Class	Class Description	Type	2025 Rate
1	single family residential	house	\$ 311.49
2	very light (0-10 IA)	commercial unit	\$ 311.49
3	light (10-20% IA)	commercial unit	\$ 748.70
4	moderate (20-45% IA)	commercial unit	\$ 1,505.76
5	moderately heavy (45-65% IA)	commercial unit	\$ 2,907.62
6	heavy (65-85% IA)	commercial unit	\$ 3,686.40
7	very heavy (85-100% IA)	commercial unit	\$ 4,828.71

RESOLUTION NO. 24-1982

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ESTABLISHING 2025 USER FEES FOR PERMITS AND SERVICES

WHEREAS, the City Council of the City of Lake Forest Park has determined that establishing fees for various services, applications, and permits by resolution allows for the centralization of such fees and charges; and

WHEREAS, the City Council has determined that the annual review and adjustment of some of the fees for City services, applications, and permits are appropriate to aid in the cost recovery of providing services; and

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park approves the fee schedule attached as Exhibit A, which shall remain in effect until revised by future Council action.

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.

Section 3. EFFECTIVE DATE. This fee schedule in this Resolution shall go into effect on January 1, 2025.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this **xth** day of November, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1982

2025 User Fee Schedule

Fees

Licensing & Permits

Adult Cabaret License Application	\$	1,500
Adult Cabaret Manager License		250
Adult Cabaret Entertainer License		200
Business License, Calendar Year (Non-refundable)		
Business located in the City		40
Business located outside of the City		80
Coin operated Amusement Devices		60
Initiative Filing		250
Referendum Filing		250
(to be refunded if the ordinance is overturned)		
Open House Sign Removal Fee		25
Outdoor Promotion Permit		50
Secondhand Dealer Permit		70
Solicitor Permit		100

Services

Returned Payment Fee		40
Fingerprinting		20
False Alarm Fines		
1st offense		52
2nd offense		103
Notary services (per notarial certificate)	10	15
Personal Floatation Device Fine		25-50

Pet License Fees

Altered		30
Unaltered		60
Juvenile Pet		15
Senior Citizen		15
Replacement tag		5
Transfer Fee		3
Service Animal		0

Passport Fees

City Processing Fee		35
City Photo Fee		20

Photocopies, Records / Reports

Accident Reports (non-participants)		10
Certified Copies		10

2025 User Fee Schedule

Fees

Photocopy of paper records, or printed copies of electronic records (per page)	0.15
Electronic copy of scanned paper records (per page)	0.10
Duplication of <i>Audio Recording</i>	10
Audio/Video Disc	10
Sending of electronic files	0.10/GB
Copies requiring outside copy services	At Cost
Body worn camera recordings/footage	0.60/minute of staff review
Credit Card Transaction Fee ¹ - whichever is greater	1.95 or 2.95%

¹The credit card transaction fee is charged for payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.

Municipal Court

Municipal Court fees are set by the Court based on the actual costs incurred, subject to a maximum set by State statute. The Municipal Court may adjust the court fees from time to time to correlate to actual costs incurred and/or changes in State law concerning the maximum fee that may be charged.

Sanitary Sewer

Copy of Sewer Comp. Plan	
Color	125
Black and White	45
Sewer Availability	100
Onsite Wastewater License Application Fee	25
Sewer Connection	
Single Family	5,034
Multi-Family	
Each Additional Unit	
5/8" x 3/4" Meters	5,034
3/4" x 3/4" Meters	7,551
1" Meters	12,584
1 1/2" Meters	25,169
2" Meters	40,270
3" Meters	80,541
4" Meters	125,845
Sewer Permit (2 inspections)	300
Sanitary Sewer Grinder Pump Review	300
Additional Inspection	100
Lien Filing and Removal Fee	185
Credit Card Transaction Fee - A credit card transaction fee will be added to all sewer availability, sewer permit review and inspection fees paid by credit card.	3%

2025 User Fee Schedule

Fees

Development Review Technology Surcharge - A technology surcharge will be added to all sewer availability, sewer permit review and inspection fees. Surcharge is not applied to Sewer Connection Fees.	10%
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Sewer Monthly Service

Residential	76.50	80.74
Sewer Excise Tax	21.39	22.46
Commercial / Multi-Family Residential (per ccf)	11.28	11.90
Credit Card Transaction Fee ¹		3.95

¹The credit card transaction fee is charged for sewer payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.

Streets

Street Excavation (2 inspections)	200
Additional Inspection	100
Street and Alley Vacation Fee	500
Right-of-Way Permit	250
(may be waived by City Council)	

Telecommunications Right-of-Way (ROW) Rental Fee

Master Use Permit Application Fee	2,500
Master Use Permit Renewal Fee	2,500
Lease Application Fee	2,500
Lease Renewal Fee	2,500
City Property-Minimum Monthly Rent	825
Credit Card Transaction Fee - A credit card transaction fee will be added to all right-of-way and street excavation permit and inspection fees paid by credit card.	3%

Development Review Technology Surcharge - A technology surcharge will be added to all right-of-way and street excavation permit and inspection fees.	10%
--	-----

Land Use

For land use, development, and surface water and drainage plan reviews and applications that exceed the scope of the established fees, the applicant will be responsible for reimbursement of the actual costs of specialty consultant or staff review. For land use, development, and surface water and drainage plan applications for City projects the application fee is \$0.

Administrative Appeal	500
(refunded if appeal is sustained and the administrative decision is overturned)	
Administrative Variance	500
Copy of Comprehensive Plan	80
Comprehensive Plan Amendment	No extra charge for Rezone
	3,000

2025 User Fee Schedule

	Fees
Conditional Use Application	2,500
Land Clearing/Grading/Excavation/ Filing	
Major	300
Minor	120
Tree Permits	120
Corridor Tree Permit (\$120 per tree (plus consultant review costs and Urban Forest Planner review costs))	
Urban Forest Planner Review - Based on Actual Cost (per hour)	95
Land Use Public Notice & Signage (per notice)	250
Boundary Line Adjustment	2,000
Property Profile, Pre-application meetings, special requests (per hour), minimum 0.5	100
Rezone Application	3,000
No extra charge for Comp. Plan Amend.	
SEPA / Regulatory Review	
Checklist	750
EIS administration/supervision/preparation	5,000
Critical Area Work Permit	
Major	550
Minor	85
Tree-related	125
Critical Area and Tree Reasonable Use Exception (plus review consultant costs)	4,000
Public Agency and Utility Exception (plus review consultant costs)	3,500
Copy of Shoreline Master Plan	15
Shoreline Substantial Development Permit	3,500
Shoreline Conditional Use Permit	3,500
Shoreline Variance	3,500
Shoreline Exemption	500
Shortplat Application	4,000 flat fee
Subdivision	12,000 + 300 per lot
Variance	2,500
Wireless Communication Facility Permit (not requiring conditional use)	2,000
Zoning/Land Use Code Text Amendment	3,500
Town Center Design Review	
Major (plus all notice, review consultant, hearing examiner costs)	4,000
Minor (plus review consultant costs)	2,000
Commercial site development permit	
Type I Review (Hearing Examiner)	3,500
Type III Review (Code Administrator)	2,000
Credit Card Technology Fee - A credit card technology fee will be added to all land use permit fees paid by credit card.	3%
Development Review Technology Surcharge - A technology surcharge will be added to all land use permit fees.	10%

Building Fees

2025 User Fee Schedule

Fees

Building Fees for standard home and utility/garage are based on the International Code Council, Building Valuation Table (August 2023).

Standard Home	165.67	168.65/sq. ft
Custom Home (a home designed for a particular lot)	203.15	206.65/sq. ft
Utility/Garage	66.35	67.54/sq. ft
Add \$120 Fee to Permit Fees Less Than \$500.00		
Administration Permit Fee	120	145
State Surcharge (Single Family)		6.5
State Surcharge (Multi-Family)		25 + 2 for each unit
State Surcharge (Commercial)		25
Plan Review Fee		65% of Building Permit

Building Valuation table

Project Valuation in Dollars	Fees in dollars
\$0.00 to \$1,000	71.37
\$1,001 to \$2,000	\$71.37 for the first \$1,000.00 plus \$5.49 for each additional \$100 or fraction thereof to and including \$2,000.
\$2,001 to \$25,000	\$126.27 for the first \$2,000.00 plus \$23.06 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00
\$25,001 to \$50,000	\$656.65 for the first \$25,000.00 plus \$16.47 for each additional \$1,000.00 or fraction thereof to and including \$50,000.00

2025 User Fee Schedule

Fees

\$50,001 to \$100,000	\$1,068.40 for the first \$50,000.00 plus \$10.98 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00
\$100,001 to \$500,000	\$1,617.40 for the first \$100,000.00 plus \$9.88 for each additional \$1,000.00 or fraction thereof to and including \$500,000.00
\$500,001 to \$1,000,000	\$5,569.40 for the first \$500,000.00 plus \$8.78 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00
\$1,000,001 to \$5,000,000	\$9,959.40 for the first \$1,000,000.00 plus \$5.49 for each additional \$1,000.00 to and including \$5,000,000.00
\$5,000,001 and up	\$31,919.40 for the first \$5,000,000.00 plus \$4.39 for each additional \$1,000.00 or fraction thereof

2025 User Fee Schedule

Fees

Corridor Retaining Wall is based on the Building Permit Fee Table (plus consultant review costs and staff review costs)

Mechanical Permit Fees

Base Permit Fee		150
Furance		30
A/C or Heat Pump		30
Gas Hot Water Heater Installation/vent / expansion tank		30
Gas Log Fireplace Insert		30
Gas Piping - up to 10 outlets		30
Gas piping - each additional outlet		5
Gas range - piping hookup		30
Residential hood >400 CFM		30
Commercial hood: Class 1 hood		30
Dryer exhaust duct		30
Vent/duct Installation, relocation, or replacement vent		30
New/removal/replacement of ducting		30
Installation, relocation of boiler or absorption system		30
Installation, relocation of compressor or absorption system		30
Appliance or equipment regulated by IMC		30
Plan Review (hourly)	125	145
Additional Inspections (hourly)	125	145

Plumbing Permit Fees

Permit Base Fee		150
Sinks		30
Toilets		30
Showers		30
Tubs		30
Washing machine		30
Hot Tub/Spa		30
Other Plumbing fixtures on one trap		30
Electric Water Heater Installation/vent/expansion		30
Hot /Cold rough-in addition or alteration		30
Waste & vent rough-in addition or alteration		30
Water service line		30
Lawn sprinkler on any one meter (backflow device)		30
Each addition or alteration of drainage		30
Waste (sewage ejector pump)		30
Grease Trap		30
Backflow protective device		30
Heat pump		30

2025 User Fee Schedule

Fees

Hydronic heating (loop vent system)		30
Additional Inspections (hourly)	125	145
Commerical Projects Plan Review (required - hourly)	125	145
Grease Interceptor Plan Review (required - hourly)	125	145
Credit Card Transaction Fee - A credit card transaction fee will be added to all building, mechanical, and plumbing permit fees paid by credit card.		3%
Development Review Technology Surcharge -A technology surcharge will be added to all building, mechanical, and plumbing permit fees.		10%

Surface Water and Drainage Plan Review Fees

Single Family Building Permit		
Requiring Engineering Plan		600
Without Engineering Plan		300
Multi-family site development	per 1,000 sq. ft of impervious surface	300
Commercial site development	per 1,000 sq. ft of impervious surface	300
Land Use Permits*		
Subdivisions / Shortplats (per lot)		500
Reasonable use exemptions (per lot)		500
Conditional Use Permit (per lot)		500
Variances (per lot)		500
* These would be preliminary review fees, where additional drainage review fees may be applied for future development or to other permit applications necessary for development.		

Surface Water Utility Assessments

Single Family Residential		270.86	311.49
Class	% Impervious Surface		
Very Light	0%-10%	270.86	311.49
Light	11%-20%	651.05	748.70
Medium	21%-45%	1,309.35	1,505.76
Medium High	46%-65%	2,528.37	2,907.62
High	66%-85%	3,205.57	3,686.40
Very High	86%-100%	4,198.88	4,828.71

Facility Fees

Lake/Forest Room		
Evening Use (6 p.m. - 10 p.m.)		50
Emergency Operations Center (EOC) Room		
Evening Use (6 p.m. - 10 p.m.)		50
Council Chambers		

2025 User Fee Schedule

Fees

Evening Use (6 p.m. - 10 p.m.)

50 per hour +
50 setup/cleanup
fee

The fee for use of the Lake/Forest Room or Emergency Operations Center by other governmental organizations and non-profit organizations may be waived or negotiated.

Special Events

Non-profit (501c3 organizations, neighborhood block parties, etc.)

1-30 Participants

No Permit Required

31-250 Participants

No Charge/ Permit Required



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 24, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 24-1971/Confirming the city’s share of the 2025-2026
Regional Crisis Response Agency Budget

Legislative History

- First Presentation – September 26, 2024
- Second Presentation – October 10, 2024
- Third Presentation – October 24, 2024

Attachments:

1. Resolution 24-1971 – Confirming the city’s share of the 2025/2026 RCR Budget
2. RCR Memo identifying the city’s share of the 2025/2026 RCR Budget

Executive Summary

In Fall 2022, the city entered into an interlocal agreement with the cities of Kirkland, Bothell, Kenmore, and Shoreline to create the Regional Crisis Response Agency (RCR), providing a consolidated and standardized regional mobile crisis response to address immediate crisis response, de-escalation, resource referral, and follow-up tailored to the specific needs of those experiencing behavioral health challenges.

Pursuant to Section 12(b) of the RCR Agency Interlocal Agreement, notice has been provided advising the Principal Agencies of their required financial participation for the 2025/2026 biennium. In accordance with the RCR Agency Interlocal Agreement, each participating agency must provide confirmation of approval by their legislative authority of their respective shares of the budget, as evidenced by resolution or other appropriate method, to be received by the RCR Agency no later than December 1, 2024.

Background

At the formation of the agency, the city of Kirkland assumed a disproportionate share of the cost during the 2023/2024 biennium, resulting in a cost to the City of Lake Forest Park of \$183,804. The member agencies agreed at that time that in the following biennia, costs would be allocated to each city on a pro-rata share. Cost estimates at that time identified a 2025/2026 cost to LFP of \$249,360. The executive board has approved the 2025-2026 draft preliminary budget, with a cost allocation to LFP of \$244,538. All executive board meeting materials and minutes related to the budget process can be found by clicking [here](#).

Following the first year of operations, the agency is in a good position financially. The executive board has established a 5% Operating Reserve, a 2.5% Contingency Reserve, an Equipment Replacement Reserve, and a Rate Stabilization Reserve. The Operating & Contingency (\$246K) and the Equipment Replacement Reserves (\$152K) are fully funded, with no projected use.

The Rate Stabilization Reserve currently stands \$800,000. Of that total, \$400,000 is allocated to revenues for use in the 2025-2026 Budget; \$400K remains in the reserve. The Rate Stabilization Reserve was established as part of the Agency’s reserve policies to identify, reserve, and accumulate unexpended resources for use in mitigating the impact of future rate increases (to participant contributions) and assisting with the transition to higher rates. The money in this fund reflects the savings to the agency between the principal’s contributions, unanticipated grant revenue and delayed expenditures in starting up the agency.

REGIONAL CRISIS RESPONSE AGENCY LONG-RANGE PLANNING: 2023-2028 PROJECTED CHANGE IN FUND BALANCE						
	2023 ACTUAL	2024 ESTIMATE	2025 PRELIM.	2026 PRELIM.	2027 FORECAST	2028 FORECAST
BEGINNING FUND OPERATING BALANCE	\$ -	\$ 849,660	\$ 1,021,482	\$ 942,304	\$ 902,493	\$ 424,944
OPERATING REVENUE - GRANTS	\$ 556,919	\$ 1,565,245	\$ 1,127,920	\$ 732,626	\$ 436,000	\$ 436,000
OPERATING REVENUE - PRINCIPAL AGENCIES	\$ 2,202,763	\$ 2,046,255	\$ 2,113,978	\$ 2,307,008	\$ 2,307,008	\$ 2,307,008
SUBTOTAL OPERATING REVENUE	\$ 2,759,682	\$ 3,611,500	\$ 3,241,898	\$ 3,039,634	\$ 2,743,008	\$ 2,743,008
OPERATING EXPENDITURES	\$ 1,910,022	\$ 2,639,678	\$ 3,459,363	\$ 3,279,445	\$ 3,401,846	\$ 3,528,930
CURRENT YR BALANCE	\$ 849,660	\$ 971,822	\$ (217,465)	\$ (239,811)	\$ (658,838)	\$ (785,922)
% CHG. IN PRINCIPAL AGENCY CONTRIBUTION		-7%	3%	9%	0%	0%
USE OF FUND BALANCE		\$ -	\$ 17,465	\$ 39,811	\$ 458,838	\$ 585,922
TRANSFER (TO)/FROM RATE STABILIZATION RESERVE		\$ (800,000)	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
TRANSFER (TO)/FROM OPR./CONT. RESERVE			\$ (61,713)	\$ -	\$ (18,711)	\$ -
TOTAL ENDING FUND OPERATING BALANCE	\$ 849,660	\$ 1,021,482	\$ 942,304	\$ 902,493	\$ 424,944	\$ (160,978)
CURRENT YEAR RESERVES						
OPERATING RESERVE	\$ 122,830	\$ -	\$ 41,142	\$ -	\$ 12,474	\$ -
CONTINGENCY RESERVE	\$ 61,415	\$ -	\$ 20,571	\$ -	\$ 6,237	\$ -
RATE STABILIZATION RESERVE	\$ -	\$ 800,000	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)
EQUIPMENT REPLACEMENT RESERVE	\$ 23,898	\$ 38,560	\$ 44,010	\$ 45,330	\$ 46,690	\$ 48,091
PRIOR YEAR RESERVES	\$ -	\$ 208,143	\$ 1,046,703	\$ 952,426	\$ 797,756	\$ 663,158
SUBTOTAL CUMULATIVE RESERVES	\$ 208,143	\$ 1,046,703	\$ 952,426	\$ 797,756	\$ 663,158	\$ 511,248
TOTAL ENDING FUND BALANCE AND RESERVES	\$ 1,057,803	\$ 2,068,185	\$ 1,894,730	\$ 1,700,249	\$ 1,088,102	\$ 350,270

Fiscal & Policy Implications

American Rescue Plan Act (ARPA) lost revenue funds were identified by the Administration and approved by Council for the 2023-2024 principal agency contribution. The Administration recommends

Council utilize ARPA lost revenue funds the city continues to hold in reserves to fund the 2025-2026 principal agency contribution.

Staff Recommendation

Approve Resolution 24-1971 Confirming the city's share of the 2025-2026 Regional Crisis Response Agency Budget

RESOLUTION NO. 24-1971

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, APPROVING THE CITY'S 2025-2026 ALLOCATION FOR THE REGIONAL CRISIS RESPONSE (RCR) AGENCY BUDGET

WHEREAS, the Regional Crisis Response Agency (RCR) was formed effective January 1, 2023; and

WHEREAS, RCR is in the process of adopting its biennial budget for 2025-2026; and

WHEREAS, the RCR Interlocal Agreement, to which the City is a party, requires that the City Council approve the City's allocation for RCR's budget before the RCR budget is adopted.

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

Section 1. BUDGET ALLOCATION The City of Lake Forest Park 2025 and 2026 allocations for the Regional Crisis Response Agency (RCR) budget in the amounts of \$116,930 and \$127,607, respectively, as assessed by RCR and to be adopted in the City of Lake Forest Park 2025-2026 budget.

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, 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:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
Resolution No. 24-1971

PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1971

REGIONAL CRISIS RESPONSE (RCR) AGENCY

Section 12, Item A.

Date: August 8, 2024

To: Phillip Hill, City of Lake Forest Park City Administrator, RCR Executive Board Member
Accounts Payable, City of Lake Forest Park, RCR Participant Billing Contact

From: RCR Fiscal Agent Staff
Michael Olson, RCR Executive Board Treasurer, City of Kirkland Director of Finance & Administration
Elizabeth Adkisson, City of Kirkland Administrative Services Director

Re: 2025-2026 RCR Budget – Principal Agency Contributions

¹Please be advised – on August 1, 2024, the Regional Crisis Response (RCR) Agency Executive Board approved the 2025-2026 RCR Preliminary Budget.

Pursuant to Section 12(b) of the RCR Agency Interlocal Agreement, this notice advises Principal Agencies of their required financial participation for the 2025-2026 biennium, reflected in Table 1.

Table 1 - 2025-2026 Principal Agency Contributions

REGIONAL CRISIS RESPONSE AGENCY PARTICIPANT AGENCY CONTRIBUTIONS 2025-2026						
---	--	--	--	--	--	--

	BOTHELL	KENMORE	KIRKLAND	LAKE FOREST PARK	SHORELINE	TOTAL
Population (2024 Final Estimate)	50,670	24,350	96,710	13,680	61,910	247,320
% of Total	20.49%	9.85%	39.10%	5.53%	25.03%	100.00%
STEADY STATE BUDGET OPTION PER CAPITA CONTRIBUTION						
2025 All costs allocated per capita	\$ 433,104	\$ 208,133	\$ 826,633	\$ 116,930	\$ 529,178	\$ 2,113,978
2026 All costs allocated per capita	\$ 472,651	\$ 227,138	\$ 902,114	\$ 127,607	\$ 577,498	\$ 2,307,008
TOTAL 2025-2026	\$ 905,755	\$ 435,270	\$ 1,728,747	\$ 244,538	\$ 1,106,677	\$ 4,420,987

For the 2025-2026 Biennium, the City of Lake Forest Park’s Contributions are as follows:

- 2025: \$116,930
- 2026: \$127,607

In accordance with the RCR Agency Interlocal Agreement, each participating agency must provide confirmation of approval by their legislative authority of their respective shares of the budget, as evidenced by resolution or other appropriate method, to be received by the RCR Agency no later than December 1, 2024.

Failure of a Principal to approve its share of the 2025-2026 Budget shall result in the RCR Agency no longer responding to Community Members in Crisis within the jurisdictional boundaries of the Principal Agency, effective January 1, 2025.

¹ August 1, 2024, RCR Executive Board Materials – www.kirklandwa.gov/files/sharedassets/public/v/1/city-managers-office/pdfs/agendas/rcr-exec-board-2024.08.01-meeting-packet.pdf

REGIONAL CRISIS RESPONSE (RCR) AGENCY

In light of the holidays occurring just previous to the interlocal agreement deadline, RCR Fiscal Agent Staff is requesting this evidence be provided no later than **Friday, November 22, 2024**, and has provided a sample resolution approving the 2025-2026 allocation for the Regional Crisis Response (RCR) Agency budget.

All approval documentation should be sent to the attention of the RCR Fiscal Agent Point of Contact, as follows, no later than Friday, November 22, 2024:

RCR Fiscal Agent Staff
Attn: Elizabeth Adkisson
123 5th Ave
Kirkland, WA 98033
eadkisson@kirklandwa.gov

The RCR Agency Executive Board will meet on Thursday, December 5, 2024, to consider adoption of the 2025-2026 RCR Budget.

Please contact the RCR Fiscal Agent staff with any questions, or if we may be of any assistance in your Agency’s budget approval process, and the consideration of these contributions.

Thank you for your attention to this matter.

RCR Fiscal Agent Team,

Michael Olson

RCR Board Treasurer &
Kirkland Director of Finance and
Administration

O: 425-587-3146
molson@kirklandwa.gov

Elizabeth Adkisson

Administrative Services Manager
City of Kirkland

O: 425-587-3133
M: 425-410-1656
eadkisson@kirklandwa.gov

Enclosure: Sample Resolution.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 24, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 24-1973/Approving the Liz Loomis Public Affairs Professional Services Agreement for Levy Lid Lift Consulting Services

Legislative History

- First Presentation October 10, 2024 Regular Meeting
- Second Presentation October 21, 2024 Committee of the Whole
- Third Presentation October 24, 2024 Regular Meeting

Attachments:

1. Resolution 24-1973 approving the Liz Loomis Public Affairs Professional Services Agreement for Levy Lid Lift Consulting Services
2. Liz Loomis Public Affairs Professional Services Agreement for Levy Lid Lift Consulting Services

Executive Summary

The administration issued a Request for Qualifications (RFQ) from firms to assist the city in exploring a possible levy lid lift to address the ongoing general fund budget deficit on July 2 – July 16, receiving no responses. The RFQ was again issued from July 22 – August 12, resulting in three firms responding. A selection committee consisting of Councilmembers Riddle and Goldman, City Administrator Hill, and Finance Director Vaughn, reviewed proposals, selecting two firms to interview. Following those interviews, the selection committee unanimously selected Liz Loomis Public Affairs to assist the city in preparing for a possible levy lid lift ballot measure in November 2025. The contract identifies a December 1, 2024, start date.

The city, over multiple biennial budgets, has dealt with a structural deficit in the general fund, largely due to the states 1% cap on property taxes and 3% inflation on average. Ongoing expenditures have consistently outpaced ongoing revenues, such that the city council is continually balancing the budget through unanticipated one-time funds, cost savings brought about by the fiscal responsibility of department directors, and using unallocated fund balance. Inflation and new costs of providing

government services continue to escalate causing the city to explore new and creative ways to fund basic government services.

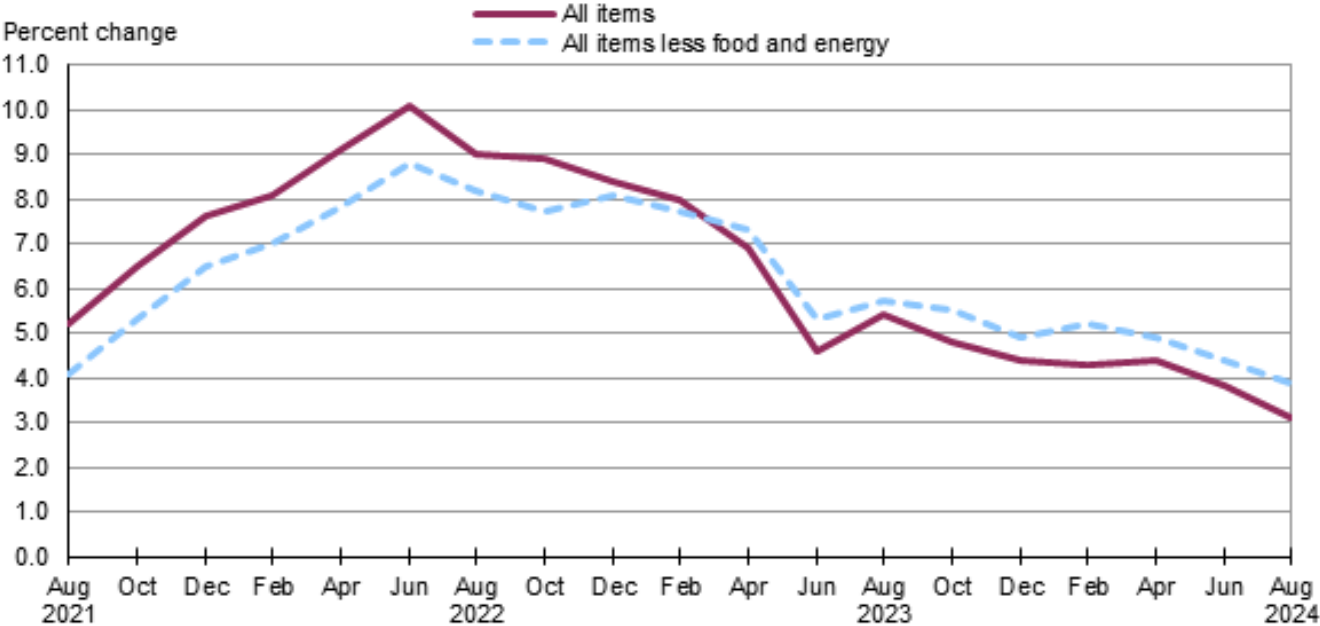
The general fund deficit in 2019-2020 biennial budget was \$877K; and as we began to come out of the global pandemic in the 2021-2022 budget the deficit grew to \$1.25M; in the 2023-2024 mayor's proposed budget the deficit was \$1.9M, partially offset in the adopted budget by the city council's action to impose new utility taxes that flow into the general fund and the adoption of a new financial investment strategy that has resulted in increased interest income also benefitting the general fund.

For the upcoming 2025-2026 biennium, expenditures currently outpace revenues by \$3.0M. This large increase over the current biennium is due in large part to significant inflationary pressures coming out of the pandemic and several unanticipated costs outside of the city's control.

Increased Costs

Following a near zero inflationary number during 2020 resulting from the pandemic, inflationary pressure has had a dramatic effect on the cost of providing basic government services. This impacts everything from salaries, health insurance, property insurance, contracts for services, supplies, and fleet. While inflation is currently near 3%, the historic average, over two years of inflation between 4% and 10% has resulted in unsustainable cost increase.

Chart 1. Over-the-year percent change in CPI-U, Seattle-Tacoma-Bellevue, WA, August 2021–August 2024



Source: U.S. Bureau of Labor Statistics.

New Costs

From Washington Cities Insurance Authority (WCIA), the 2023/2024 budget is impacted by a 44% increase in insurance rates for liability, 43% for auto physical damage, and 28% for property damage for a total impact of \$109,000 per year. During the current biennium the city has also realized several unanticipated costs outside the city's control:

- Bothell ceased providing dispatch services for LFP requiring a transition to NORCOM for dispatch services - \$283,560 additional cost per year
- Jail Services - \$150,000 additional cost per year
- Public Defenders - \$30,000 additional cost per year

- Police Department 2023 5% mid-biennium wage increase - \$100,000 additional cost per year

Background

As the administration began assembling the mayor’s proposed budget for the 2023-2024 biennium, all department budgets were zeroed out in every category except salaries and benefits to ensure budgets were based on need and not historical trends. This was to ensure that budgets were as lean as possible, while keeping the lights on, as fiscal recovery from the pandemic was still unknown.

Staffing within the city is also extremely lean. There is no duplication of services, and no new positions have been added to the budget, only hours added to provide increased service needs. The FTE count history for the city is as follows.

Eight Year Schedule of Authorized Positions by Department

Department	2019	2020	2021	2022	2023	2024	2025	2026
Executive	2.5	2.5	2.5	2.5	2.5	2.5	3.3	3.3
Municipal Court	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3
Municipal Services	4.75	4.75	4.6	4.6	4.85	4.85	5.35	5.35
Finance & Information Technology	5.38	5.38	5.2	5.2	5.6	5.6	5.6	5.6
Community Development					1	1	1	1
Planning	3.6	3.6	3.6	3.6	3.75	2.75	2.75	2.75
Building	2	2	1.75	1.75	1.8	1.8	1.8	1.8
Environmental Sustainability						1	1	1
Community Services	0.95	0.95	0.95	0.95	0.35	0.35	0.35	0.35
Engineering	1.0	1.0	1.0	1.0	0.0	0.0	0	0
Police	23	23	23	23	23	23	23	23
Emergency Management	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Public Works	9.9	9.9	10.9	10.9	12.5	12.5	13.5	13.5
Total Budgeted FTE's	58.38	58.38	58.8	58.8	60.65	60.65	62.95	62.95

The increases shown in the 2025-2026 proposed budget include 1.0 FTE in Public Works, proposed to be fully funded by the Surface Water Utility; 0.5 FTE in Municipal Services for Passports, fully funded by passport fees; and 0.8 FTE in Executive to support Human Resources, only partially funded by the general fund, the remainder of funding from other funds.

Fiscal & Policy Implications

The base fee for services in this contract is a not to exceed \$96,000. There will be other costs related to media production that will be billed at cost. The 2023-2024 executive department professional services budget has sufficient funds on hand to cover the first months’ work under the proposed contract. The mayor’s proposed 2025-2026 budget includes sufficient funds to cover the remaining 11-months of this contract.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve the Resolution 	Administration will contract with Liz Loomis Public Affairs for levy lid lift consultanting

- Not approve the resolution

Administration will not contract for levy lid lift consulting possibly delaying any levy lid lift until the 2026 election

Staff Recommendation

Recommend approval of Resolution 24-1973 approving a contract with Liz Loomis Public Affairs for Levy Lid Lift Consulting Services

RESOLUTION NO. 24-1973

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT BETWEEN LIZ LOOMIS PUBLIC AFFAIRS AND THE CITY OF LAKE FOREST PARK FOR LEVY LID LIFT CONSULTANT SERVICES

WHEREAS, ongoing expenditures in the city have consistently outpaced ongoing revenues; and

WHEREAS, the city has been operating with a structural deficit in the general fund due in part to only being allowed to raise the property tax levy by one percent every year; and

WHEREAS, in order to maintain the services that the city currently provides, it is necessary for the City Council to explore options for a possible levy lid lift to address the general fund deficit; and

WHEREAS, the city finds that Liz Loomis Public Affairs is qualified and experienced to provide consultant services for the city to explore a possible levy lid lift.

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 professional services agreement for Consultant Services with Liz Loomis Public Affairs for a possible levy lid lift in substantially the same form as attached in 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/clerk 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:

Matthew McLean

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1973

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Consultant Services with
Liz Loomis Public Affairs for Levy Lid Lift Consulting Services**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **EASL, Inc.** doing business as **Liz Loomis Public Affairs** (the "Consultant"), a Washington corporation, dated this _____ day of _____, 2024.

Consultant Business: Liz Loomis Public Affairs
Consultant Address: P.O. Box 2451, Snohomish, WA 98291
Consultant Phone: 425.308.6236
Contact Name Liz Loomis
Consultant e-mail: liz@lpa.biz
Federal Employee ID No.: 42-1610744
Authorized City Representative Phillip Hill, City Administrator
for this contract:

WHEREAS, the City desires to explore placing a levy lid lift ballot measure before the residents; 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 Liz Loomis Public Affairs is qualified and experienced in assisting cities in effective, strategic communication of levy lid lift ballot measures with residents.

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 Levy Increase ("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 Liz Loomis. 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 November 30, 2025, 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 shall be eight thousand dollars (\$8,000) per month, not to exceed ninety-six thousand dollars (\$96,000.00) total.

B. Consultant will coordinate the expenses for printing, data, postage, and handling charges for direct mail. Local vendors will be used and the City will be billed directly by the vendor.

C. Consultant shall be reimbursed for travel expenses for in-person meetings and other eligible expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to ap@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 Exhibit A according to the schedule established in Exhibits A. 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. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses

or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

A. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

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

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

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

D. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

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

F. Verification of Coverage.

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

I. Public Entity Full Availability of Consultant Limits.

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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: Phillip Hill, City Administrator
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Liz Loomis Public Affairs
PO Box 2451
Snohomish, WA 98291

Attn: Liz Loomis

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

CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.

**CITY OF LAKE FOREST PARK
WASHINGTON**

By: _____
Thomas French, Mayor

Date _____

Liz Loomis Public Affairs

By _____

Liz Loomis
Its: CEO/Principal
Date: _____

ATTEST:

Matthew McLean, City Clerk
Date: _____

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney
Date: _____



LAKE FOREST PARK LEVY LID LIFT CONSULTING SERVICES (RFQ 24-03)

Prepared on August 6, 2024 by

LIZ LOOMIS
PUBLIC AFFAIRS



August 6, 2024

Mr. Phillip Hill, City Administrator
17425 Ballinger Way NE
Lake Forest Park, WA 98155

RE: RFQ 24-03 – Lake Forest Park Levy Lid Lift Consulting Services

Dear Mr. Hill:

Liz Loomis Public Affairs is pleased to submit this Statement of Qualifications for consideration to assist with your upcoming ballot measure.

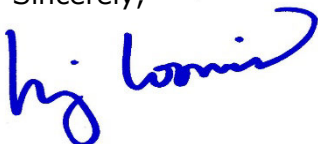
Our company has 25 years of experience working exclusively with local governments to secure needed revenue for vital public services. We value cities, police, fire/EMS, schools and public hospitals as integral to the health and well-being of communities and society.

I have included a proposal/scope of work, which addresses the experience needed for this project in total. There are also addendums, which respond to bullet points in the qualifications, bios of key staff members who would work on the project, and references from other clients. We have also listed two brief exceptions per the RFQ as the last addendum.

As a final note, I want your council and staff to know that we have extensive knowledge, relationships and experience working with the Public Disclosure Commission (in a good way). We have never had a PDC violation in 25 years, and we educate clients to maintain that record.

Please feel free to contact me with questions. Thank you again for the opportunity to submit our Statement of Qualifications.

Sincerely,



Liz Loomis

INTRODUCTION

Since 1997, Liz Loomis Public Affairs has provided strategic communication services for local governments, including fire/EMS, school and hospital districts, cities and public utilities. Our business helps local governments communicate more effectively with taxpayers to pass ballot measures for needed revenue or organizational changes.

We have a 93% win-record for elections and are knowledgeable about state law to maintain our clients' integrity with voters. New clients hire our firm because of our personalized service, accessibility, attention to detail, and the value they receive for the work that we do.

GENERAL CONSULTING

We would develop three to five **key messages** for the city that resonate with and educate the public. These messages become the basis for all communication efforts with the public and news media. Once approved by the city, the information is shared with all employees so that the message is consistent throughout the organization.

The messages are then added to a comprehensive **communications plan** that we develop and implement for the length of our contract. This scope of work also identifies the projects we will complete each month for the city.

We propose **monthly conference calls** (or calls as needed) with a select communications group to review content and materials before distribution. We also provide **public relations assistance** for our clients 24 hours a day, 7 days a week for the length of our contract.

STRATEGIES AND TACTICS FOR MESSAGE DELIVERY

An effective communications plan includes five areas for sharing our key messages. Including all five is important to reach as broad an audience as possible.

- I. Paid Communications – These are projects that the city pays to produce, whether for our labor, or printing, postage and handling for mailed pieces. Paid projects are important because we control the message, timing and delivery of information.

We would provide content for the city's **printed newsletter** based on production schedules and the **e-newsletter** once a month. We anticipate drafting brief newsletter articles for **coalition partner publications**.

We also anticipate drafting content for an **internal communication** from the City Administrator once a month to update all employees. This is usually distributed by email.

The city is allowed to do one piece of **direct mail** to all households that provides factual information about a ballot measure. We will develop a Frequently Asked Questions card and coordinate the printing and delivery of the piece to be in the mail at the same time ballots drop.

- II. Earned Media – This is the most cost-effective way to share information with the public. However, we cannot always control timing and delivery of our content.

We propose regular **news releases** to share our key messages. These could be interspersed with factual **letters to the editor** and possibly an **editorial piece** from the City Administrator or spokesperson as part of this project. **Editorial board visits** closer to the election also should be considered.

We can expect to be “trolled” on news coverage about the ballot measure. We will determine which comments need correcting and prepare **online media responses** for the city as needed.

- III.** Owned Media – We propose adding a page on the city’s **web site** with content about the levy lid lift. Additional materials to post here would include all print/paid communication pieces, earned media and others that are relevant to the project.
- IV.** Social Media – We will develop and implement a **social media strategy** for the city using its platforms to share information about the ballot measure. We also anticipate writing two to three **video scripts** for the City Administrator or spokesperson about what the ballot measure funds. All materials will be promoted and cross-posted to the city’s owned and social media accounts.
- V.** Public Outreach – There are **three phases of public outreach** during this project. First is leading up to when the City Council deliberates on the resolution to be on the ballot. After that decision is made, the spokesperson would share information about the ballot measure with community service organizations. Finally, we would plan two or three question and answer sessions with the public closer to when ballots drop.

For these events, we plan to develop a brief **PowerPoint presentation**. We will also promote that the City Administrator or spokesperson is available and welcomes invitations to share information about the levy lid lift. The city should anticipate questions coming in once ballots drop. We will prepare responses to assist the city with these inquiries.

BUDGET

[REDACTED] In addition to labor, the city should anticipate expenses for printing, data, postage, and handling charges for direct mail. Please note that we do not mark up for expenses and use local vendors who would bill the city directly. In-person meetings may incur travel expenses as well.

CONCLUSION

Thank you for the opportunity to submit a proposal for this important project. Feel free to contact me with questions at any time. The best way to reach me is by email at liz@llpa.biz or call 425-308-6236.

ADDENDUM 1: RESPONSE TO BULLET POINTS – QUALIFICATIONS

- *Experience in a public input and engagement plan and process.*

We develop public outreach plans for all our clients and have determined an effective use of staff time and venues to reach a broad spectrum of residents.

- *Experience conducting focus groups.*
- *Experience conducting community feedback sessions, including participant polling, and providing summary reports.*

I would recommend a telephone poll going into the project, and we would want to have input on the survey questions. A poll would be more cost-effective than the above suggestions. We need to reach the people who won't show up to the meetings, which is why I'm recommending a different approach than the city has proposed.

- *Experience working with the public including the ability to present detailed property tax information in an easy-to-understand format.*
- *Experience educating the public and elected officials on the structure and implementation of a levy lid lift.*

The Washington levy system is confusing. We have spent 20 years helping to educate communities and elected officials about how it works. This includes videos, print materials and social media posts. An example of our work can be found here: <https://www.fcfd3.org/levy-info>.

- *Experience creating exceptional print and electronic media.*

We have been helping local governments raise revenue for 25+ years and have a 93% win-record for elections. The print and electronic media we create is effective, simple to understand and well-received by voters.

Examples on the following pages include an FAQ card (double sided, mailed), two social media posts, and a newsletter article written on behalf of a client, respectively:

Communicating About Ballot Measures

Section 12, Item B.

CITY OF LAKE FOREST PARK | October 24, 2024



Who We Are

- 50+ years of experience working with local governments
- 93% of ballot measures supported by voters
 - Sales tax increases for transportation benefit districts and justice centers, bonds, public safety and general levies
 - Annexations and/or mergers to create efficiencies for fire/EMS
- Knowledge of PDC laws to maintain integrity with voters
- General communications, public relations and crisis communications

Project Principals

Liz Loomis, Owner and Founder

- Project strategy, key messages and communications plan
- Former elected official at the city and state levels
- State and national conference presenter on improving communication with taxpayers

Susanne Stefani, Communications Director

- Project director and manages content development
- Former K-12 educator, administrator, and community leader
- Guided public schools through COVID, distance learning, and crisis communication

Meredith Nettles, Operations Manager

- Client services, direct mail production and social media content
- Former DC Bureau Specialist for ABC News
- Winner of an Emmy and four Edward R. Murrow awards

Strategic communication services for local governments, cities, utilities, public hospitals, school, ambulance, park, and fire/EMS districts.

What We Do



**BALLOT
MEASURES**



**OFFSITE GENERAL
COMMUNICATION
SERVICES**



**PUBLIC
RELATIONS**



**CRISIS
COMMUNICATIONS**

Transportation benefit districts, public safety levies, levy increases or renewals, mergers, annexations, bonds, forming/funding special taxing districts

How We Do It

Project Approach (12 months on average)

Phase 1: Project Development, Systems and Research

Phase 2: Key Messages and Communications Plan

Phase 3: Implement Plan

Strategies and Tactics for Message Delivery

- **Paid Communications: Projects that the client pays to produce**
 - Newsletters, direct mail piece, paid advertising
- **Earned Media: Working with local news media to secure coverage**
 - Media releases, letters to the editor, editorial board visits, editorial pieces
- **Social Media: Facebook, Twitter, Instagram, YouTube, Nextdoor, etc.**
 - Posts (graphics and text), videos, paid advertising
- **Owned Media: Communication assets owned by the client or coalition partners**
 - Websites, signage, electronic distribution lists
- **Public Outreach: How we engage the public**
 - Town Halls (virtual or in person), open houses, public meetings, presentations to community

How We Get It Done



Facilitate project through regular calls or meetings



Develop, design, and secure approval for material content



Coordinate production, dissemination of all materials



24-hour public relations assistance for issues independent of ballot measure

Past Projects

Airway Heights

- Renewing/increasing the sales tax rate for its Transportation Benefit District.
- Annexing the city to the library district, which freed up \$400,000 to hire additional firefighters.
- \$8 million bond for a new fire station.
- Levy increase of \$1 per \$1,000 of assessed property value for police and criminal justice services.

Arlington, Brier, Mill Creek and Mountlake Terrace (Edmonds-2025)

- Annexed these cities to a regional fire authority, which released money for the general fund.

Blaine and Lake Stevens

- Establishing and funding a Transportation Benefit District.

Questions?

Liz Loomis, President

liz@llpa.biz | 425-308-6236

Susanne Stefani, Communications Director

susanne@llpa.biz | 503-910-7800

Meredith Nettles, Operations Manager

meredith@llpa.biz | 850-501-3126



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 21, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 24-1974/Authorizing the Mayor to Sign a Professional Services Agreement with Transpo Group USA, Inc. for a Traffic Safety Study

Legislative History

- First Presentation – October 17, 2024, City Council Budget & Finance Meeting
- Second Presentation – October 21, 2024, City Council Committee of the Whole Meeting
- Third Presentation – October 24, 2024 City Council Regular Meeting

Attachments:

1. Resolution 24-1974/Authorizing the Mayor to Sign a Professional Services Agreement with Transpo Group USA, Inc. for a Traffic Safety Study
2. Professional Services Agreement with Transpogroup
3. Transpo Group Scope of Work and Fee

Executive Summary

During the March 26, 2024, council retreat, several priority items were identified for study by the city’s contract traffic engineering firm as Goal 5. “Improve multimodal safety through the collection and analysis of safety related data. (46 points)”. Those priorities include, 1. Develop Recommended Speed Limits for State Routes, and evaluate for the possible installation of Traffic Safety Speed Camera locations, 2. Evaluate Traffic Safety Camera Locations, specifically a new red-light camera pair at SR 104 & 35th Ave. NE, and a possible additional school zone camera near Brookside elementary to account for the unique road configuration, and 3. Evaluate New Marked Crosswalk Locations near 19115 Ballinger Way (SR104) and NE 178th Street at 40th Avenue NE.

The fee associated with this scope of work exceeds the mayor’s signing authority, requiring council approval. The fee associated with an equity analysis of possible camera locations along SR 522 and SR 104, and at SR 104 & 35th Ave. NE, by EcoNW, will be determined following the completion of this study based on the number of speed camera locations recommended.

Background

Relying on data collected by the Washington State Department of Transportation (WSDOT) the city has made efforts to have speeds on SR 522 and SR 104 reduced to as low as 30 mph. WSDOT recently reduced the speed on SR 104 from 40 mph to 35 mph and one section of SR 522 from 40 mph to 35 mph. Based on concerns from council, the administration was directed to procure a study that does not rely on previous assumptions to vet the appropriate speed limit for these two state highways as they pass through Lake Forest Park.

Additional concerns raised during the council retreat for pedestrian safety are noted above and included in the proposed scope of work. No prior work has been done related to those possible improvements.

Fiscal & Policy Implications

Council acted earlier this year to allocate additional funding to the Safe Streets, Early Action Investments fund sufficient to cover this expenditure.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt the Resolution 	The Mayor will execute the contract with Transpo Group
<ul style="list-style-type: none"> • Reject the Resolution 	The contract will not be executed

Staff Recommendation

Move to adopt Resolution 24-1974/Authorizing the Mayor to sign a contract with Transpo Group to conduct a Traffic Safety Study.

RESOLUTION NO. 24-1974

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH TRANSPRO GROUP USA, INC. FOR A TRAFFIC SAFETY STUDY.

WHEREAS, the City Council identified a goal of improving multimodal safety through the collection and analysis of safety-related data; and

WHEREAS, the Consultant provided the City with a proposal to complete the required additional services, which City staff have reviewed and found acceptable.

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign a professional services agreement with Tranpo Group USA, Inc. in substantially the form included herewith as Attachment 1.

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 October, 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: October 17, 2024
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1974

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Consultant Services with
Transpo Group USA, Inc. for Traffic Engineering Services**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Transpo Group USA, Inc.** (the "Consultant"), a Washington corporation, dated this ____ day of _____, 2024.

Consultant Business: Transpo Group USA, Inc.
Consultant Address: 12131 113th Ave NE #203, Kirkland, WA 98034
Consultant Phone: 425.821-3665
Contact Name Jon Pascal
Consultant e-mail: jon.pascal@transpogroup.com
Federal Employee ID No.: 42-1610744
Authorized City Representative Phillip Hill, City Administrator
for this contract:

WHEREAS, the City desires to explore reducing speed limits along state highways in the City, and the placement of additional traffic safety cameras; 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 Transpo Group USA, Inc. is qualified and experienced in assisting cities in effective, strategic communication of levy lid lift ballot measures with residents.

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 traffic safety purposes ("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 Jon Pascal. 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 January 31, 2025, 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 shall not to exceed forty-one thousand eight hundred dollars (\$41,800.00) total.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to ap@cityoffp.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 Exhibit A according to the schedule established in Exhibits A. 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. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

A. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

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

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

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

D. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

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

F. Verification of Coverage.

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

I. Public Entity Full Availability of Consultant Limits.

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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: Phillip Hill, City Administrator
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Transpo Group USA, Inc.
12131 113th Ave NE #203, Kirkland, WA 98034
425.821-3665

Attn: Jon Pascal

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

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: _____ Thomas French, Mayor</p> <p>_____</p> <p>Date</p>	<p><i>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</i></p> <p>Transpo Group USA, Inc.</p> <p>By</p> <p>_____</p> <p>Jon Pascal</p> <p>Its: Managing Principal</p> <p>Date:</p>
<p>ATTEST:</p>	

Matthew McLean, City Clerk
Date: _____

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

Cost Estimate Worksheet

Number / Project Name
1.23191.01 / LFP Speed Studies

Billing rates are effective from April 27, 2024 through April 25, 2025, within the ranges shown in the attachment. Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	CAD/ Graphics	Project Admin
initials	JCP	BAS	BA3	CD	AMC
labor category	Prin L7	Eng L6	AnyL L3	PA L4	PA L5
cost rate	\$295.00	\$245.00	\$145.00	\$155.00	\$190.00

Labor:

	Work Task					Hours	Cost
1	TASK 1						
2	Project Management / Meetings	10	3		4	1	\$4,495
3							
4	TASK 2						
5	Review Existing Data / Studies / Collect Data	4	4	32		40	\$6,800
6	Develop Speed Limits for State Routes	8	12	16	2	1	\$8,120
7							
8	TASK 3						
9	Speed and Safety Analysis	6	3	32		1	\$7,335
10	Documentation / Recommendations	8	4	40	2		\$9,450
11							
12	TASK 4						
13	Crossing Analysis	2	2	12		1	\$3,010
14	Documentation / Recommendations	2	2	8	2		\$2,550
15							
16							
17							
18							
19							
20							
Total Hours		40	30	140	10	4	224
Labor Costs		\$11,800	\$7,350	\$20,300	\$1,550	\$760	\$41,760

Reimbursable Expenses:

Item	Reimburs. Cost
1 Application	
2 Business Meals	
3 Mileage	
4 Miscellaneous	
5 Models/Renderings/Photos	
6 Parking	
7 Records Filing	
8 Registrations	
9 Reproductions	
10 Shipping/Courier	
11 Specialty Software	
12 Supplies	
13 Traffic Accident Data	
14 Traffic Count Vendors	
15 Travel, Hotel, Taxi, & Air Fare	
Sub Total	\$0
Total Cost	\$0

Subconsultants:

Firm	Subs. Cost
1	
2	
3	
4	
5	
Sub Total	\$0
Total (Cost + 15 percent)	\$0

TOTAL ESTIMATE \$41,800

Exhibit A

Scope of Services

Client Name:	City of Lake Forest Park		
Project Name:	Speed & Safety Studies		
Exhibit Dated:	September 9, 2024	TG:	1.23191.01

Background

Transpo Group USA, Inc. (Transpo) will provide traffic engineering services to the City of Lake Forest Park (City) to complete multiple speed and safety studies.

One task will evaluate the posted speed limits for both the SR 522 and SR 104 facilities. While the City does not maintain, operate or set the speed limits on these two state routes (that is the responsibility of the Washington State Department of Transportation (WSDOT)), an engineering analysis will be conducted to determine the appropriate speed limits on the two state facilities within the Lake Forest Park city limits.

Another task will conduct speed and safety analysis to evaluate locations for additional automated speed monitoring and red-light cameras. The analysis will address requirements of RCW 46.63.170 when locating automated enforcement cameras.

A final task will evaluate and document potential new designated and marked crosswalks with RRFB pedestrian activated lights. The crossing locations to be reviewed are at 19115 Ballinger Way NE (SR 104), and NE 178th Street at 40th Avenue NE.

The work conducted as part of this scope would build upon the City’s Safe Speed Study, previous analysis conducted by Transpo as part of the City’s Traffic Calming Program, and data and studies conducted by WSDOT.

State Law Requirements

New State law expands the authority for local agencies to install automated traffic safety cameras to detect speed violations along state highways classified as City streets and stoplight violations at intersections of two or more arterials controlled by a traffic signal.

The local legislative authority must prepare an analysis of the locations within the jurisdiction where automated traffic safety cameras are proposed to be located. The analysis must show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location: Travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or actual ineffectiveness or infeasibility of other mitigation measures.

Scope of Work

Task 1 – Project Management / Meetings

Transpo will manage the overall study effort. It is assumed Transpo and City staff will regularly coordinate throughout the study to manage scope, budget, schedule, and review key study outcomes.

Progress Reports / Invoicing

Detailed progress reports and invoices will be prepared on a monthly basis and provided to the City. The invoices and progress report will identify the work that has been completed, and compare the overall budget expended.

Project Coordination Meetings

Virtual coordination meetings will be held as-needed to review key assumptions and deliverables. Three coordination meetings are assumed as part of the scope of work. Additional meetings may require revisiting the proposed fee and schedule. The first meeting will be a kick-off meeting with City staff to review and discuss the scope of work and approach to completing the effort. The second coordination meeting will review initial findings and obtain feedback from staff before the draft report is prepared. The third meeting will review comments on the draft report and discuss the release of the findings to the general public and City Council.

City Council Meetings

Transpo will attend and present at two City Council meetings to present results and final recommendations. It is assumed that attendance at the Council meetings will be in-person.

Consultant Task 1 Deliverables

- *Monthly progress reports (3)*
- *Three check-in meetings with City staff (virtual)*
- *Presentation and attendance at two City Council meetings (in-person)*

Task 2 – Evaluate Speed Limits for State Routes

Review Existing Data, Previous Speed Studies, and Collect Traffic Data

Transpo will review the available inventory of previous traffic data and previous speed studies on both SR 522 and SR 104. The data will be compiled and used as a baseline for supplemental data collection. It is anticipated that Transpo will collect traffic data at two locations along both SR 522 and SR 104 (4 locations total) under the on-call traffic services contract. This data will be collected via pneumatic tube counter and will capture both speed, volume and vehicle classification data for a one-week period.

The information will be used to highlight traffic volumes, and 50th and 85th percentile speeds. The latest collision data will be summarized for both state routes. The information would be evaluated to identify any correlation or inconsistencies between the data which could be used as a starting point for the evaluation.

Develop Recommended Speed Limits for State Routes

The data will be assembled and used to establish recommended speed limits for SR 522 and SR 104 within Lake Forest Park. Transpo will assemble the traffic and safety data and be prepared to discuss speed setting methodologies with WSDOT and the City, seeking consistency with WSDOT's preferred approaches and those applied to state routes in neighboring cities such as Shoreline, Kenmore and Bothell. Applying a consistent speed setting methodology across jurisdictions is viewed by Transpo and the City as a key to encourage compliance with posted speed limits.

The project team proposes hosting a meeting with WSDOT and City of Lake Forest Park staff to discuss methodologies for speed limit setting, the data gathered by Transpo, and the approach to how the speed studies are being conducted.

A summary memorandum will be prepared, adding to previously completed studies by Transpo on behalf of the City of Lake Forest Park, to summarize the recommended speed limits based on the assembled traffic and safety data, and the speed setting methodology that was utilized.

The efforts will be consolidated into a document and presentation file, with proposed speed limit changes clearly identified. One round of review is assumed by the City staff before submission to WSDOT for review.

Consultant Task 2 Deliverables

- *Draft and final study document summarizing the evaluation conducted and final recommendations (PDF electronic copy only)*
- *One meeting with WSDOT and City staff*

Task 3 – Evaluate Traffic Safety Camera Locations

A speed and safety analysis will be conducted to evaluate locations for additional speed monitoring and red-light cameras. The analysis will address requirements of RCW 46.63.170 when locating automated enforcement cameras.

Speed and Safety Analysis for Additional Speed Cameras on the State Highways

Transpo will obtain and review available speed, collision and traffic data for the SR 522 and SR 104 corridors through Lake Forest Park. The effort will build from the analysis and data conducted as part of the prior task. Both corridors are being considered for new automated speed enforcement cameras. The data will be used to assess the crash risk by summarizing the number of vehicles exceeding the speed limit and to what degree. The safety analysis will be both quantitative and qualitative. Based on the results of the analysis, Transpo will prepare a summary memorandum documenting the findings of the analysis to address the requirements of State RCW 46.63.170. The memo will include recommendations on potentially viable locations to locate new speed enforcement cameras.

Safety Analysis for Additional Red Light Camera

Transpo will obtain and review available speed, collision and traffic data at SR 104 and 35th Avenue NE corridor. The data will be used to assess the crash risk. The safety analysis will be both quantitative and qualitative. Based on the results of the analysis, Transpo will document the findings of the analysis in a memorandum to address the requirements of State RCW 46.63.170. One round of review is assumed by City staff.

Speed Analysis for Additional Speed Camera on NE 178th Street

Transpo will review recent speed and traffic data for the NE 178th Street corridor through Lake Forest Park. The effort will build from the analysis and data conducted as part of the prior task. The City is interested in understanding whether a speed enforcement camera should be re-installed in front of Brookside Elementary to address eastbound vehicle speeds. Data will be summarized for the period since the new cameras were installed. Based on the results of the analysis, Transpo will prepare a summary memorandum documenting the findings to address the requirements of State RCW 46.63.170. The memo will include a recommendation on whether this is a viable location.

Consultant Task 3 Deliverables

- *Draft and final memorandum summarizing the traffic safety analysis (PDF electronic copy only)*

Task 4 – Evaluate New Marked Crosswalk Locations

Two new pedestrian crossing locations will be evaluated and documented. The crossing locations to be reviewed are at 19115 Ballinger Way NE (SR 104), and NE 178th Street at 40th Avenue NE. Factors such as observed vehicle speeds, sight distances, location of bus stops and pedestrian generators, lighting, and input from city staff will be used to evaluate the locations for a marked crosswalk. Each potential crossing location will be evaluated against best practices and national research including NCHRP Report 562: Improving Pedestrian Safety at Unsignalized Crossings and the NACTO Urban Street Design Guide. The evaluation will assess the best location and type of design feature for any new marked pedestrian crossing. Based on the results of the evaluation, Transpo will prepare a summary memorandum documenting the findings of the analysis and any recommended design treatments.

Consultant Task 4 Deliverables

- *Draft and final memorandum summarizing the crossing analysis for 2 locations (PDF electronic copy only)*

Assumptions and Agency Support

Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by the City of Lake Forest Park and WSDOT.

- All available speed and volume data, GIS data, and any relevant prior speed studies would be provided by the City and/or WSDOT.
- No formal public outreach activities or materials are assumed to be included in the scope of work, other than meetings with City staff and support at one council meeting.
- Response to WSDOT comments on the final document is not included in the scope and would be subject to a future amendment as it is difficult to determine the level of effort required without understanding their comments.

Schedule

After contract execution, the completion of the draft report is anticipated to take approximately 8 to 10 weeks. Should the scope of services or project information change following contract execution, Transpo will notify the City if these changes will affect the schedule and require a contract amendment.

Fee Estimate

A budget not to exceed \$41,800.

that Phase 2A: 10% Design of Tunnel Option be eliminated and additional design efforts be included in Phase 2B: 30% Design of Bridge Option. The contract amendment, as described in the attachments herewith, would fulfill the City’s desire to focus design efforts on the development of a pedestrian bridge crossing over SR-522 while also meeting the King County Parks Department’s grade-separation requirements for the Burke-Gilman Trail.

Background

This project’s conceptual design began with a Type, Size & Location (TS&L) report that the City contracted with V+M Structural Design, Inc. (Consultant) for in 2020 as part of Phase 1 of the Town Center to Burke-Gilman Trail Connector (Project). The TS&L report presented various grade-separated crossings of SR-522 including a tunnel and two bridge options. During and following Phase 1 of the Project, City Leadership desired the advancement of both tunnel and bridge designs. Following the completion of Phase 1 of the Project, the City with the Consultant participated in a design charret with the King County Parks Department. From that, the Consultant developed modified tunnel and bridge options. Of these new grade-separated crossing options, only the bridge option satisfied King County Park Department’s grade-separation requirements for the Burke-Gilman Trail.

In 2022, with the award of grant funding from the Washington State Department of Commerce for the advancement of the Project, the Consultant generated a Scope of Work for Phase 2: 30% Design of the Project, and, at the City’s request, it included design efforts for the advancement of both the tunnel and bridge options that were developed following the design charret.

In the time that has elapsed since the Professional Services Agreement (AG-22-050) was executed, City Leadership has shifted and now desires the advancement of just the bridge design option. As such, the administration and the DPW have worked with the Consultant to develop a new Exhibit A - Scope of Work for Phase 2: 30% Design of the Project that excludes tunnel design efforts and expands bridge design efforts. Associated changes to Exhibit B - Level of Effort for Phase 2: 30% Design of the Project have not effected the not-to-exceed value of the contract.

Fiscal & Policy Implications

There are no fiscal or policy implications associated with this contract amendment. Town Center to Burk-Gilman Trail Connector – Phase 2: 30% Design is supported by grant funds from the Washington State Department of Commerce. This contract amendment does not effect the not-to-exceed value of the compensation to be paid to the Consultant for this work.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt Resolution 	The City will amend AG-22-050 according to the City’s desired scope changes.
<ul style="list-style-type: none"> • No Action 	The City will not amend AG-22-050.

Staff Recommendation

Move to adopt Resolution 24-1977 authorizing the Mayor to sign Amendment No. 1 to the 2022 professional services agreement with V+M Structural Design, Inc. for Phase 2: 30% design of the Town Center to Burke-Gilman Trail connector.

RESOLUTION NO. 24-1977

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO AG-22-050, THE PROFESSIONAL SERVICES AGREEMENT WITH V+M STRUCTURAL DESIGN, INC. FOR TOWN CENTER TO BURKE-GILMAN TRAIL CONNECTOR – PHASE 2: 30% DESIGN

WHEREAS, the City desires to complete 30% design of the Town Center to Burke-Gilman Trail Connector project, having been awarded grant funding from the Washington State Department of Commerce to complete this phase of the project and has executed a professional services agreement with V+M Structural Design, Inc. for this work (Agreement); and

WHEREAS, the City has decided to forgo Phase 2A: 10% Design of the Tunnel Option of the Agreement and focus the Consultant’s design efforts on Phase 2B: 30% Design of the Bridge Option; and

WHEREAS, the elimination of Phase 2A created a grant funding surplus; and

WHEREAS, the City desires to allocate that grant funding surplus towards additional design efforts within Phase 2B; and

WHEREAS, the Consultant has updated Exhibit A and Exhibit B of the Agreement to reflect the City’s desired changes in scope;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign Amendment No. 1 to AG-22-050, the Professional Services Agreement with V+M Structural Design, Inc., in substantially the same form as 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 October, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: October 18, 2024
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1977

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and V+M Structural Design, Inc.
Dated December 12, 2022

This Amendment No. 1 to the Professional Services Agreement between the City of Lake Forest Park and V+M Structural Design, Inc., AG-22-050 (hereafter the "Agreement"), is made in consideration of mutual benefits, terms, and conditions and pursuant to Section 16 of the Agreement.

1. Sections 1, 2, and 4 of the Agreement are amended to replace Exhibit A and Exhibit B with the Revised Exhibit A and Revised Exhibit B attached and incorporated hereto.
2. Revised Exhibit A and Revised Exhibit B of this Amendment No. 1, shall result in no-cost change to the original Agreement amount. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

CITY OF LAKE FOREST PARK

V+M STRUCTURAL DESIGN, INC.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



REVISED EXHIBIT A

SCOPE OF WORK

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design

September 19, 2024

During the term of this Agreement, the consultant team (Consultant) including the prime and subconsultants shall perform professional services for the City of Lake Forest Park (LFP) to advance the design of a tunnel alternative (or bridge) for the Town Center to Burke-Gilman Trail Connector (Project).

The Scope and Level of Effort for Phase 2 of the design includes:

- Phase 2: 30% Design of Bridge Option

Additional future phases are not included in this scope.

Project tasks and subtasks of Phase 2 are described in the Scope of Work below.

Project Description

LFP desires to design a pedestrian/bicycle non-motorized grade-separated crossing of SR-522 to connect the Lake Forest Park Town Center to the Burke-Gilman Trail (BGT). Overpass and underpass options were evaluated in Phase 1 of the project. Phase 2 will progress the design development of the overpass option with the midblock crossing and south ramp parallel to the BGT to minimize grade impacts to existing trail.

This is the bridge design preferred by King County in Phase 1 being progressed to a 30% design level. This alignment of the bridge crosses the SR 522 at mid-block, to the east of the driveway entrance into the Town Center site. The proposed design consisted of an overpass over the SR 522 with south approach structure parallel and north of the BGT. Acquisition of the bank property and insurance property will be necessary to accommodate the overpass.

The selected grade separated structure will conform to AASHTO Shared-Use Path Guidelines and provide a safe pedestrian/bike route across SR 522 roadway for users connecting with the BGT, LFP Town Center, transit, and other local destinations.

The general scope of Phase 2 will include:

- Advancing design to a 30% design drawing package for the bridge option..
- Developing 30% construction staging sequence and temporary trail detours drawings.
- Preparing a geotechnical memo confirming a proof-of-concept review for the selected design.
- Preparing a Cost Estimate for the bridge.



Project Extents

The project extents of the grade separated crossings of SR 522, as developed on the 10% plans, is shown below. The south ramp of the bridge will be shortened by using a steeper grade above 5% with landings.

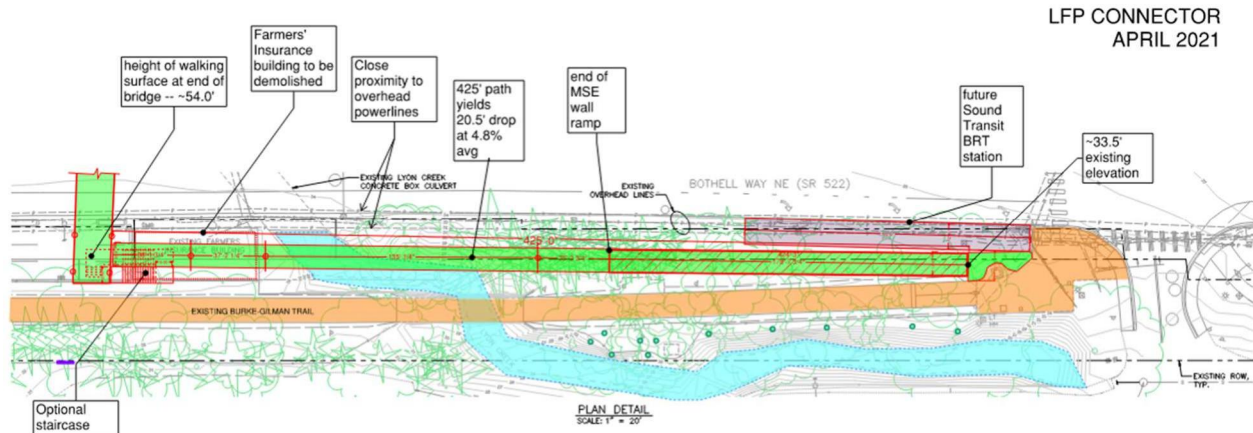


Figure 1: Project Extents of Bridge Option



Project Schedule

The anticipated project schedule for Phase 2 (30% Design) is as shown below. The key milestone dates for Phase 2 have been roughly indicated in the schedule.

The project schedule may be subject to adjustment by mutual agreement, whether initiated by LFP or Consultant.

The following preliminary schedule is proposed to develop the 30% design package:

- October 2024: Notice to Proceed
- February 2025: Submission of 30% Design Package for the bridge.

Intellectual Property

The documents listed as “**Deliverables**” in the Detailed Task Description of this scope of work and other exhibits or presentations for the work covered by this AGREEMENT and associated supplements will be furnished by the Consultant to LFP upon completion of the various tasks of work. Whether the documents are submitted in electronic media or in tangible format, any use of the materials on another project or on extensions of this project beyond the use for which they were intended, or any modification of the materials or conversion of the materials to an alternate system or format will be without liability or legal exposure to Consultant. LFP will assume all risks associated with such use, modifications, or conversions. The Consultant may remove from the electronic materials delivered to LFP, all references to the Consultant involvement and will retain a tangible copy of the materials delivered to LFP which will govern the interpretation of the materials and the information recorded.

PHASE 2 – DETAILED TASK DESCRIPTION

General Assumptions:

1. *The level of effort for each task and subtask is limited to the amount of labor and expenses indicated in Level of Effort provided in Exhibit B. The budget may be transferred between tasks, provided the total contracted amount is not exceeded.*
2. *Additional services beyond the described services herein will be considered Extra Work.*
3. *The Project duration is anticipated to be five (5) months for Phase 2 as described in the schedule above.*
4. *The Consultant is responsible for meeting deadlines for their tasks only; Consultant has no control over those portions of the schedule related to the tasks performed by LFP or any third party.*
5. *The analyses, design, plans, specifications, and estimate performed or prepared as part of the Project will be in English units.*
6. *LFP has the authority to approve the Proposed Scope of Work and schedule changes.*



Task 100 – Project Management

This task includes services necessary to plan, perform and control the various elements of the Project to meet the needs and expectations of LFP and other stakeholders.

Work under this task will be performed by V+M.

Subtask 100.1 – Coordination

Under this subtask, the Consultant Project Manager will provide overall direction and coordination of activities with LFP and amongst the Consultant team.

Project Management tasks will include:

- **LFP Meetings** – Consistent communication with the LFP PM and meetings with key LFP staff and outside stakeholders.
- **Interdisciplinary Communication** – As-needed communication between discipline leads and conveying information and decisions between geotechnical, environmental, permitting, civil, landscape, estimating and structural.
- **Project Budget** – Establish anticipated spending rates and monitor progress using Earned Value reporting. Correct budget deviations early.
- **Schedule** – Establish a baseline schedule at project commencement that gets respected and updated. Make and hold decisions on configuration consistent with the baseline schedule.
- **Drawing Standards** – Adopt LFP drawing template for border and use V+M standard layers for AutoCAD drawings.
- **Review/Comment Periods** – It is assumed that there will be a formal Review/Comment period at the end of Phase 2.

Subtask 100.2 – Administration

This will include preparation of meeting minutes, monthly invoices complete with brief progress statement and earned value reporting. Monthly invoices will include copies of subconsultant invoices and payment remittance documentation, if any.

Assumptions:

- *Drawings will be produced using AutoCAD.*
- *The Consultant's Project Manager will meet with the LFP PM on a regular basis throughout the project, assumed to be 1 hour per week. This is assumed to be via telephone.*
- *In person meetings will take place at Lake Forest Park City Hall. Meeting durations indicated exclude travel time.*
- *Meetings are anticipated to include:*
 - a. *Kick-Off Meeting with LFP (1 count) @ 1 hour*
 - b. *Stakeholder meetings with:*



- i. City Staff – 2 meetings @ 1 hours each*
- ii. King County Parks (1 count) @ 1 hour*
- iii. City Council (1 count) @ 1 hour*
 - 1. Assist with preparation of materials for milestone meeting*
 - 2. V+M's Project Manager may be asked to attend.*
- c. Internal project team coordination meetings held on an as-needed basis during project duration (assumed 4 count).*

Deliverables:

- *Monthly Invoices and Progress Report in pdf format (1 copy)*



Task 200 – Cost Estimate

The cost estimate presented in Phase 1 will be updated in Phase 2 to reflect the 30% design. The updated estimate will also capture recent inflation in the unit costs and will include high level input based on the design and construction staging.

Work under this task will be performed by Wirthlin Consulting Group.

Subtask 200.1 – Management

Attend project team meetings to review the selected design concept and discuss cost implications and construction staging schemes.

Assumed meetings specific to this task include:

- Coordination calls (2 meetings @ 1 hour each)

Subtask 200.2 – Cost Estimate

Prepare a high-level opinion of probable cost of the selected grade separated design.

Assumptions:

- *Real estate costs and easements required for the project will be estimated by LFP.*

Deliverables:

- *Phase 2 – Opinion of Probable Cost.*



Task 300 – Geotechnical

Phase 2 will be based on the Geotechnical Report produced in Phase 1 of the project. The report summarized the results of the subsurface soil investigation as well as provided geotechnical engineering analysis and preliminary recommendations which will feed into the design phase.

A Proof-of-Concept review will be provided in Phase 2, to verify that the design concepts presented in the structural drawings are feasible and in line with the subsurface conditions determined in Phase 1.

Work under this task will be performed by GeoEngineers.

Subtask 300.1 – Management

Attend project team meetings to review the design concepts and discuss geotechnical feasibility and implications.

Assumed meetings specific to this task include:

- Coordination calls (Totaling 2 hours)

Subtask 300.2 – Proof of Concept Review

The Proof-of-Concept Review will evaluate the geotechnical system presented in the design drawings for the selected option in Phase 2 to ensure that the design loading and considerations discussed in the Geotechnical Report have been met. A review and discussion with V+M of the feasibility of the foundation system presented will be part of this task.

Deliverables:

- *Proof-of-Concept Review email of conclusions/findings*
- *Meeting minutes*



Task 400 – Environmental & Permitting

This task covers the environmental and permitting evaluations for Phase 2. The scope of services outlined below includes assessment and evaluation of project impacts to a level of detail suitable for the 30% design and supporting permitting efforts for the selected option.

Environmental & Permitting work will be performed by GeoEngineers.

Subtask 400.1 – Permitting Feasibility Assessment

The scope of services under this subtask include:

- Review proposed conceptual design, including approximate alignment, grading and restoration extents for the proposed bridge alternative.
- Identify permitting requirements based on conceptual design information provided.
- A review of applicable permits will be performed during Phase 2 to inform the project process for formal permit applications in future phases of work.

Subtask 400.2 – Stream Design Concept Support

The scope of services under this subtask includes:

- Review prior design work in upstream restored section of Lyon Creek and recently replaced culverts under SR 522 and the Town Center Access Drive.
- Estimate bottom width and bank full width of channel section based on prior work.
- Perform simplified calculations to estimate a 100-year water surface elevation through the structure assuming normal depth.
- Recommend freeboard above the 100-year water surface elevation for the existing trail bridge crossing over Lyon Creek on the BGT.
- Identify anticipated hydraulic opening width based on prior work to understand if the proposed ramp pier has impacts on stream capacity.

Assumptions:

- *This effort will use the flows established for the upstream design work already completed by others.*
- *Proposed channel section will be informed from upstream design section*
- *Hydrology and hydraulic models will not be prepared for this phase of work.*
- *Permit applications, including environmental and WSDOT, will not be prepared during this phase, and will be included in a future phase of work.*

Deliverables:

- *Memo summarizing results of above assessments, as well as identify additional data gaps and design considerations not evaluated at this phase.*



Task 500 – Hazardous Materials Assessment (NOT USED)

This task is not used in Phase 2.



Task 600 – Civil

Work includes civil engineering, utility review/coordination, and stormwater management. Data collected and concept design determined in Phase 1 will form the basis of information for this task.

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Work within this task will be performed by MIG.

Subtask 600.1 – Civil Infrastructure Concept Design Update

A review of the current site conditions will confirm that utility impacts for the bridge are still consistent with Phase 1 assumptions.

Assumptions:

- *SCL will provide power line clearance requirements.*
- *No new storm drainage outfalls will likely be required as part of this project.*

Deliverables:

- *Brief (2 page) technical memo documenting any new utility infrastructure considerations.*



STRUCTURAL
DESIGN

Exhibit A – Scope

Section 12, Item D.

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

Task 700 – Public Outreach (NOT USED)

This task is not used in Phase 2.



Task 800 – Structural

The scope under this task involves developing a design package, including proposed construction staging sequence and bike detour route, based on the bridge option.

Structural design work will be performed by V+M.

Subtask 800.2 – Design of 30% Bridge

The selected grade separation alternative will be taken to a 30% level. Drawings will be progressed to reflect preliminary details of the preferred alternative, including structural layout, geometry, construction staging considerations, as well as a proposed bike detour route. The design drawings will be accompanied with a Design Narrative Memorandum describing the selected structural system. This memo can be incorporated into the TS&L in a future phase of work.

Pier placement along the bank of Lyon Creek for the bridge option will be evaluated to possibly simplify the span configuration for the bridge ramp structure.

The preliminary Basis of Design Report completed in Phase 1 will be refined to reflect design criteria for the selected grade separated option. This document will summarize best design practices and establish the Codes and Standards to be used in the design.

Assumptions:

- Drawings will be produced using AutoCAD.

Deliverables:

- Revised Basis of Design Report
- Design Narrative Memorandum
- 30% design drawings for the bridge option
 - For the 30% for the bridge, the drawing list includes:
 - i. *Cover Sheet and Index*
 - ii. *General Structural Notes*
 - iii. *Suggested Construction Sequence*
 - iv. *Site Plan*
 - v. *Bridge Plan and Elevation (General Arrangement)*
 - vi. *Alignment and Profile*
 - vii. *Foundation Layout and Details*
 - viii. *Abutment Outlines*
 - ix. *Pier Details (plan, elevation, details)*
 - x. *Steel Superstructure Details (girder plan and elevation, floor beam layout, camber diagram, floor beams, plan bracing, etc.)*



xi. Deck Layout and Details

xii. Railing Plan and Details

xiii. Trail Grading and Sections

- Sketches showing temporary bike and pedestrian detours during construction. Proposed construction staging for the bridge option will be prepared using PDF markups.



Task 900 – Cost Benefit Analysis

Work includes Level of Service analysis and Synchro modelling.

Work within this task will be performed by Fehr & Peers.

Subtask 900.1 – Existing Conditions Assessment and Data Collection

Existing conditions will include Level of Service (LOS) analysis at up to two (2) intersections during the weekday evening peak period (4:00 – 6:00 PM) and a likely weekend daytime peak period (1:00 – 3:00 PM). The following two intersections will be studied:

1. SR 522 & Ballinger Way NE
2. SR 522 & NE 170th Street

Fehr & Peers will collect 24-hour, evening weekday peak period, and weekend vehicular traffic, pedestrian, and bicycle movement counts at these intersections. The previous Synchro network will be updated with the new counts. The signal timing will also be updated based on information provided by the City of Lake Forest Park and/or WSDOT.

Fehr & Peers will also observe the volume distribution of at-grade versus grade-separated pedestrian and bicycle volumes at up to two (2) intersections within the Puget Sound to provide additional context on travel behavior when a grade-separated crossing option exists above a multilane arterial.

Subtask 900.2 – Future Conditions Forecasting

Fehr & Peers will use any available modeling outputs conducted in the City of Lake Forest Park to reference and/or generate future year traffic and non-motorized volume forecasts. No new travel demand modeling is assumed for this task. Additionally, the forecasts will account for changes in pedestrian volumes generated from the future Sound Transit Bus Rapid Transit station near the Lake Forest Park Town Center. The future year for analysis will be confirmed with the City.

Forecasts for the pedestrian and bicycle volumes on the proposed bridge will consider several factors:

1. Travel time comparisons between at-grade and grade-separated travel paths based on proposed designs of the bridge, including access and egress points
2. The volume distributions observed between at-grade and grade-separated crossing volumes at other locations collected in Task 900.1.

Subtask 900.2 – Level of Service and Benefit Analysis

The forecast change in at-grade pedestrian volumes will be applied to the Synchro networks which may allow for changes to cycle lengths and phases. The level-of-service (LOS) for each of the study intersections will be performed using methodology provided in highway capacity manual (HCM), 6th Edition, as incorporated in the Synchro 11 Traffic Analysis software. The following scenarios are proposed to be studied as part of the LOS analysis:

1. Future “No Build” condition - Includes the Sound Transit BRT and future volume growth developed in Task 900.2)



2. Future “Build” condition - Includes the changes to pedestrian and bicycle volumes based on Task 900.2 analysis)

The results of this analysis for both scenarios will be reported in terms of average delay per vehicle and intersection LOS. Additionally, changes to pedestrian and bicycle travel times between the Burke-Gilman Trail and the Lake Forest Park Town Center will be documented based on provision of the grade-separated facility.

Subtask 900.3 – Final Transportation Impact Analysis Memorandum

Fehr & Peers will prepare a single Technical Memorandum that summarizes the LOS intersection analysis and benefits analysis. The memo will undergo up to two (2) rounds of consolidated comments and review by City staff.

Assumptions:

- *Fehr & Peers will coordinate via phone and email to discuss key findings during the project.*
- *Analysis will consider Weekday PM Peak Hour and Weekend Daytime Peak Hour only. The Peak Hour will be determined by completing a 24-hour tube count at the intersection under weekday and weekend conditions.*
- *All traffic analysis will be completed using Synchro traffic analysis software, which uses HCM 6th Edition methodology.*
- *Traffic data collection will be completed by a subconsultant, and it is assumed that data collection will take one week to complete and be provided to Fehr & Peers.*
- *Traffic signal timing information for the study intersections will be provided by the City.*
- *Should tasks be requested beyond those outlined in this scope, we will submit a scope and budget amendment to the City for written authorization before proceeding on out-of-scope tasks or expenses.*

Deliverables:

- *Technical Memorandum.*



Task 1000 – Management Reserve

The management reserve is to provide LFP with flexibility to authorize additional funds, beyond those estimated for the tasks of the scope of work, for allowable unforeseen costs, or for reimbursing the Consultant for additional work requested by LFP toward completing the project.

Payment from the management reserve fund must be authorized in writing by the City's contract manager before the Consultant performs the additional work. Such written authorization will include a description of the work to be performed and shall specify the amount of the payment.



STRUCTURAL
DESIGN

Exhibit B – Level

Section 12, Item D.

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

REVISED EXHIBIT B

LEVEL OF EFFORT

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

SUMMARY OF PROJECT COSTS

Project: Town Center to Burke-Gilman Trail Connector
Owner: City of Lake Forest Park
Prime: V+M Structural Design, Inc.
Phase 2: 30% Design

WORK TASKS	FEES BY COMPANY					COST	
	V+M	Wirthlin Consulting Group	GeoEngineers	Fehr & Peers	MIG		
100	Project Management					\$11,489	
100.1	Coordination	\$7,756				\$7,756	
100.2	Administration	\$3,733				\$3,733	
200	Cost Estimate					\$3,661	
200.1	Management		\$523			\$523	
200.2	Cost Estimate		\$3,138			\$3,138	
300	Geotechnical					\$2,372	
300.1	Management			\$474		\$474	
300.2	Proof of Concept Review			\$1,897		\$1,897	
400	Environmental & Permitting					\$7,457	
400.1	Part A: Permitting Feasibility Assessment			\$3,467		\$3,467	
400.2	Part B: Stream Design Concept Support			\$3,990		\$3,990	
500	Hazardous Materials Assessment (NOT USED)					\$0	
600	Civil and Landscape					\$994	
600.1	Civil Infrastructure Concept Design Update				\$994	\$994	
700	Public Outreach (NOT USED)					\$0	
800	Structural					\$49,808	
800.1	10% Revised Tunnel Design					\$0	
800.2	Light 30% Tunnel or 30% Overpass	\$43,538				\$43,538	
800.3	Updated Renderings	\$6,270				\$6,270	
900	Cost Benefit Analysis					\$16,000	
900.1	Cost Benefit Analysis			\$16,000		\$16,000	
TOTAL NHR COST (SUM OF TASKS 1 THROUGH 10)		\$61,297	\$3,661	\$9,829	\$16,000	\$994	\$91,780
1000	Owner's Reserve					\$7,223	
Other Direct Costs		\$145					\$145
Grand Total		\$61,442	\$3,661	\$9,829	\$16,000	\$994	\$99,148

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Town Center to Burke-Gilman Trail Connector –
Phase 2: 30% Design**

THIS AGREEMENT made and entered into by and between the CITY OF LAKE FOREST PARK, a Washington municipal corporation (the "City"), and V+M Structural Design, Inc. (the "Consultant"), is dated this 12th day of December 2022.

Consultant Business: V+M Structural Design, Inc.
Consultant Address: 2212 Queen Anne Ave N #530, Seattle WA 98109
Consultant Phone: 206-880-1533
Consultant Fax: n/a
Contact Name: Schaun Valdovinos SV
Consultant e-mail: schaum@vm-structural.com
Federal Employee ID No.: 83-0615837
Authorized City Representative for this contract: Andrew Silvia

WHEREAS, the City desires to complete 30% design of a grade-separated crossing of Bothell Way NE (SR 522) for active transportation connections between the Town Center and Burke-Gilman Trail, having undertaken a Type, Size, and Location Study of this capital project over the last two years; and

WHEREAS, the Consultant was retained to complete the TS&L study, and City staff were satisfied with the Consultant's performance of this contract work, and finds them qualified and best positioned to advance development of the project design to a 30% level; and

WHEREAS, the Consultant provided the City with a proposal to complete 30% design of the project, which City staff have reviewed and found acceptable;

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 Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design” 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 Schaun Valdovinos SV. 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 December 31, 2023, 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 ninety-nine thousand, one hundred, forty-eight Dollars (\$99,148.00) 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 the City's Accounting Supervisor, ap@cityofffp.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: Andrew Silvia, Senior Project Manager
Department of Public Works
17425 Ballinger Way NE
Lake Forest Park, WA 98155

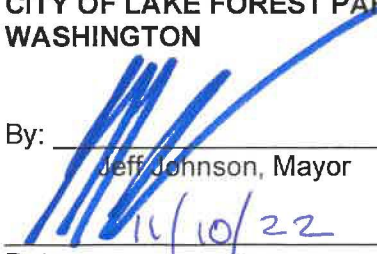
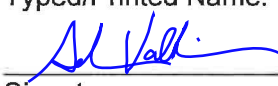
B. Notices to the Consultant shall be sent to the following address:

V+M Structural Design, Inc.
Attn: Schaun ~~Valdovinos~~ **Valdovinos** SV
2212 Queen Anne Ave N #530
Seattle, WA 98109

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 last date signed below.

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By:  _____ Jeff Johnson, Mayor</p> <p>Date: <u>11/10/22</u></p>	<p>CONSULTANT:</p> <p>V+M Structural Design, Inc.</p> <p>By: <u>Schaun Valdovinos</u> Typed/Printed Name: _____</p> <p> Signature _____</p> <p><u>President</u> Title _____</p> <p><u>December 12, 2022</u> Date _____</p>
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ATTEST:  Matthew McLean, City Clerk Date: <u>11/10/22</u>	
APPROVED AS TO FORM:  Kim Adams Pratt, City Attorney Date: <u>11/15/2022</u>	



EXHIBIT A

SCOPE OF WORK

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design

October 6, 2022

During the term of this Agreement, the consultant team (Consultant) including the prime and subconsultants shall perform professional services for the City of Lake Forest Park (LFP) to advance the design of a tunnel alternative (or bridge) for the Town Center to Burke-Gilman Trail Connector (Project).

The Scope and Level of Effort for Phase 2 of the design includes:

- Phase 2A: 10% Design of Tunnel Option
- Phase 2B: Light 30% Design of Tunnel Option, or 30% Design of Bridge Option

Additional future phases are not included in this scope.

Project tasks and subtasks of Phase 2 are described in the Scope of Work below.

Project Description

LFP desires to design a pedestrian/bicycle non-motorized grade-separated crossing of SR-522 to connect the Lake Forest Park Town Center to the Burke-Gilman Trail (BGT). Overpass and underpass options were evaluated in Phase 1 of the project. Phase 2 will take a two-staged approach to progress the design development. In Phase 2A, the tunnel option will be studied to determine if a more optimal geometry can be achieved, and a 10% tunnel design will be presented to King County Parks as follow up to the previous charette to request approval of the updated tunnel alternative.

In Phase 2B, it is anticipated there will be two potential outcomes from the meeting with King County Parks. The first outcome is approval given by King County for the tunnel. Design would then advance on the tunnel to a Light 30%. If approval is not obtained for the tunnel alternative, the overpass option would be advanced with the midblock crossing and south ramp parallel to the BGT to minimize grade impacts to existing trail.

The proposed tunnel option consists of a trenched segment of the Burke-Gilman Trail (BGT) to achieve necessary clearance under SR 522 and daylights into a sunken plaza with stairs and ramps (aka “stramps”) on the north end of the tunnel. A skewed tunnel alignment under SR 522 was proposed in Phase 1 to accommodate for the required length of ramp for the BGT’s intersection with the tunnel and is limited by constraints of Lyon Creek at the west end of the trench and the location of the Ballinger Way slip lane east of the proposed stramp. The tunnel alignment will be re-evaluated in Phase 2A to determine if a more direct, perpendicular orientation is feasible. This would require realignment of the Ballinger Way slip lane



and re-routing Lyon Creek to cross the BGT further west essentially extending the creek from the culvert perpendicularly across the BGT. Environmental considerations will be summarized as part of Phase 2A.

If the revised tunnel option is accepted by King County Parks at the end of Phase 2A, the design will then be developed to a “light” 30% I level in Phase 2B. However, if the bridge is still the preferred option, then the bridge design preferred by King County in Phase 1 will be progressed to a 30% design level. This alignment of the bridge crosses the SR 522 at mid-block, to the east of the driveway entrance into the Town Center site. The proposed design consisted of an overpass over the SR 522 with south approach structure parallel and north of the BGT.

The selected grade separated structure will conform to AASHTO Shared-Use Path Guidelines and provide a safe pedestrian/bike route across SR 522 roadway for users connecting with the BGT, LFP Town Center, transit, and other local destinations.

The general scope of Phase 2 will include:

Phase 2A:

- Evaluating the feasibility of squaring the alignment of the tunnel with SR 522. This will include:
 - a. Evaluating the environmental implications of re-routing Lyon Creek.
 - b. A high-level assessment of impacts of the new alignment on existing utilities.
- Preparing 10% design drawings for the revised underpass alignment.

Phase 2B – Either Tunnel or Bridge Option:

- Advancing design to either:
 - a. A “light” 30% design drawing package for the tunnel option, OR
 - b. A 30% design drawing package for the bridge option.
- Developing 30% construction staging sequence and temporary trail detours drawings.
- Preparing a geotechnical memo confirming a proof-of-concept review for the selected design.
- Preparing a Cost Estimate for the selected option, either tunnel or bridge.

For the tunnel option, “light” means the 30% will not have several aspects of the design developed to a level that a typical 30% design would be to. This is due to the limited budget for this phase and will mean the geotechnical, civil, stormwater, utility relocations, permitting, and landscape architecture will only be evaluated at a high level in Phase 2B. These details will need to be completed under a future phase of work.



Project Extents

The project extents of the grade separated crossings of SR 522, as developed on the 10% plans, is shown below.

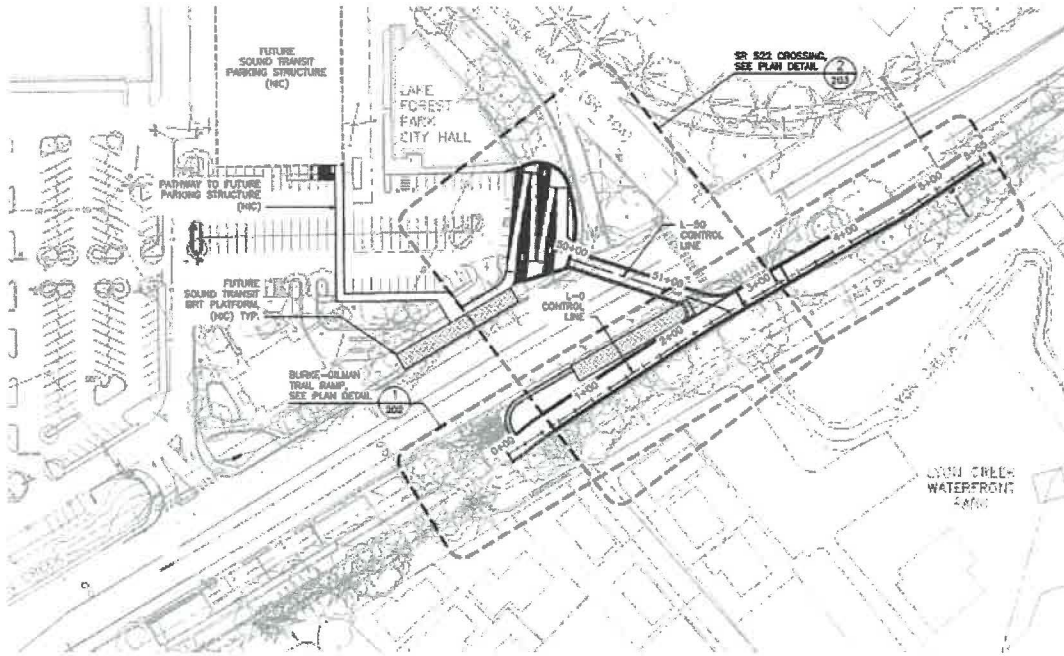


Figure 1: Project Extents of Tunnel Option

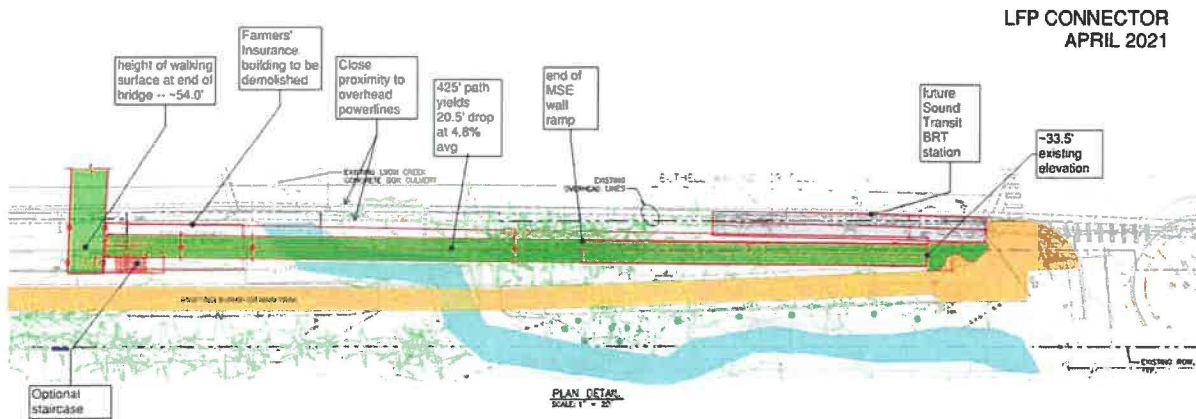


Figure 2: Project Extents of Bridge Option



Project Schedule

The anticipated project schedule for Phase 2 (30% Design) is as shown below. The key milestone dates for Phase 2 have been roughly indicated in the schedule.

The project schedule may be subject to adjustment by mutual agreement, whether initiated by LFP or Consultant.

The following preliminary schedule is proposed to develop the 30% design package:

- **January 2023:** Anticipated Notice to Proceed
- **March 2023:** Submission of 10% Drawings for revised tunnel option
- **May 30, 2023:** Confirmation of selected option to advance towards 30% design
- **July 2023:** Submission of “light” 30% Design Package for the tunnel or 30% Design Package for the bridge option.

Intellectual Property

The documents listed as “**Deliverables**” in the Detailed Task Description of this scope of work and other exhibits or presentations for the work covered by this AGREEMENT and associated supplements will be furnished by the Consultant to LFP upon completion of the various tasks of work. Whether the documents are submitted in electronic media or in tangible format, any use of the materials on another project or on extensions of this project beyond the use for which they were intended, or any modification of the materials or conversion of the materials to an alternate system or format will be without liability or legal exposure to Consultant. LFP will assume all risks associated with such use, modifications, or conversions. The Consultant may remove from the electronic materials delivered to LFP, all references to the Consultant involvement and will retain a tangible copy of the materials delivered to LFP which will govern the interpretation of the materials and the information recorded.

PHASE 2 – DETAILED TASK DESCRIPTION

General Assumptions:

1. *The level of effort for each task and subtask is limited to the amount of labor and expenses indicated in Level of Effort provided in Exhibit B. The budget may be transferred between tasks, provided the total contracted amount is not exceeded.*
2. *Additional services beyond the described services herein will be considered Extra Work.*
3. *The Project duration is anticipated to be seven (7) months for Phase 2 as described in the schedule above.*
4. *The Consultant is responsible for meeting deadlines for their tasks only; Consultant has no control over those portions of the schedule related to the tasks performed by LFP or any third party.*
5. *The analyses, design, plans, specifications, and estimate performed or prepared as part of the Project will be in English units.*
6. *LFP has the authority to approve the Proposed Scope of Work and schedule changes.*



Task 100 – Project Management

This task includes services necessary to plan, perform and control the various elements of the Project to meet the needs and expectations of LFP and other stakeholders.

Work under this task will be performed by V+M.

Subtask 100.1 – Coordination

Under this subtask, the Consultant Project Manager will provide overall direction and coordination of activities with LFP and amongst the Consultant team.

Project Management tasks will include:

- **LFP Meetings** – Consistent communication with the LFP PM and meetings with key LFP staff and outside stakeholders.
- **Interdisciplinary Communication** – Regular communication between discipline leads and conveying information and decisions between geotechnical, environmental, permitting, civil, landscape, estimating and structural.
- **Project Budget** – Establish anticipated spending rates and monitor progress using Earned Value reporting. Correct budget deviations early.
- **Schedule** – Establish a baseline schedule at project commencement that gets respected and updated. Make and hold decisions on configuration consistent with the baseline schedule.
- **Drawing Standards** – Adopt LFP drawing template for border and use V+M standard layers for AutoCAD drawings.
- **Review/Comment Periods** – It is assumed that there will be a formal Review/Comment period at the end of Phases 2A and 2B.

Subtask 100.2 – Administration

This will include preparation of meeting minutes, monthly invoices complete with brief progress statement and earned value reporting. Monthly invoices will include copies of subconsultant invoices and payment remittance documentation, if any.

Assumptions:

- *Drawings will be produced using AutoCAD.*
- *The Consultant's Project Manager will meet with the LFP PM on a regular basis throughout the project, assumed to be 1 hour per week. This is assumed to be via telephone.*
- *In person meetings will take place at Lake Forest Park City Hall. Meeting durations indicated exclude travel time.*
- *Meetings are anticipated to include:*
 - a. *Kick-Off Meeting with LFP (1 count) @ 1 hour*
 - b. *Stakeholder meetings with:*



**STRUCTURAL
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*Exhibit A – Scope of Work
City of Lake Forest Park
Town Center to Burke-Gilman Trail Connector*

- i. City Staff – 2 meetings @ 1 hours each*
- ii. King County Parks (1 count) @ 1 hour*
- iii. City Council (1 count) @ 1 hour*
 - 1. Assist with preparation of materials for milestone meeting*
 - 2. V+M’s Project Manager may be asked to attend.*
- c. Internal project team coordination meetings held on an as-needed basis during project duration (assumed 4 count).*

Deliverables:

- Monthly Invoices and Progress Report in pdf format (1 copy)*



Task 200 – Cost Estimate

The cost estimate presented in Phase 1 will be updated in Phase 2B of this phase to reflect the “light” 30% design of the selected grade separated option. The updated estimate will also capture recent inflation in the unit costs and will include high level input based on the design and construction staging.

Work under this task will be performed by Wirthlin Consulting Group.

Subtask 200.1 – Management

Attend project team meetings to review the selected design concept and discuss cost implications and construction staging schemes.

Assumed meetings specific to this task include:

- Coordination calls (2 meetings @ 1 hour each)

Subtask 200.2 – Cost Estimate

Prepare a high-level opinion of probable cost of the selected grade separated design.

Assumptions:

- Real estate costs and easements required for the project will be estimated by LFP.

Deliverables:

- *Phase 2B – Opinion of Probable Cost.*



Task 300 – Geotechnical

Phase 2 will be based on the Geotechnical Report produced in Phase 1 of the project. The report summarized the results of the subsurface soil investigation as well as provided geotechnical engineering analysis and preliminary recommendations which will feed into the design phase.

A Proof-of-Concept review will be provided in Phase 2B, to verify that the design concepts presented in the structural drawings are feasible and in line with the subsurface conditions determined in Phase 1.

Work under this task will be performed by GeoEngineers.

Subtask 300.1 – Management

Attend project team meetings to review the design concepts and discuss geotechnical feasibility and implications.

Assumed meetings specific to this task include:

- Coordination calls (Totaling 2 hours)

Subtask 300.2 – Proof of Concept Review

The Proof-of-Concept Review will evaluate the geotechnical system presented in the design drawings for the selected option in Phase 2B to ensure that the design loading and considerations discussed in the Geotechnical Report have been met. A review and discussion with V+M of the feasibility of the foundation system presented will be part of this task.

Deliverables:

- *Proof-of-Concept Review email of conclusions/findings*
- *Meeting minutes*



Task 400 – Environmental & Permitting

This task covers the environmental and permitting evaluations for Phase 2. The scope of services outlined below includes assessment and evaluation of project impacts to a level of detail suitable for the 30% design and supporting permitting efforts for the selected option.

Environmental & Permitting work will be performed by GeoEngineers.

Subtask 400.1 – Permitting Feasibility Assessment

The scope of services under this subtask include:

- Review proposed conceptual design, including approximate alignment, grading and restoration extents for the proposed tunnel alternative.
- Identify permitting requirements based on conceptual design information provided.
- Prepare a high-level assessment of potential environmental impacts, proposed mitigation measures, feasibility and challenges, and anticipated timeline for permit approvals of a conceptual Lyon Creek re-alignment associated with the tunnel alternative.
- A review of applicable permits will be performed during Phases 2A and 2B to inform the project process for formal permit applications in future phases of work.

Subtask 400.2 – Stream Design Concept Support

The scope of services under this subtask include:

- Review prior design work in upstream restored section of Lyon Creek and recently replaced culverts under SR 522 and the Town Center Access Drive.
- Estimate bottom width and bank full width of channel section based on prior work.
- Perform simplified calculations to estimate a 100-year water surface elevation through the structure assuming normal depth.
- Recommend freeboard above the 100-year water surface elevation for the existing trail bridge crossing over Lyon Creek on the BGT.
- Identify anticipated hydraulic opening width based on prior work.

Assumptions:

- *This effort will use the flows established for the upstream design work already completed by others.*
- *Proposed channel section will be informed from upstream design section*
- *Hydrology and hydraulic models will not be prepared for this phase of work.*
- *Permit applications, including environmental and WSDOT, will not be prepared during this phase, and will be included in a future phase of work.*

Deliverables:

- *Memo summarizing results of above assessments, as well as identify additional data gaps and design considerations not evaluated at this phase.*



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*Exhibit A – Scope of Work
City of Lake Forest Park
Town Center to Burke-Gilman Trail Connector*

Task 500 – Hazardous Materials Assessment (NOT USED)

This task is not used in Phase 2.



Task 600 – Civil

Work includes civil engineering, utility review/coordination, and stormwater management. Data collected and concept design determined in Phase 1 will form the basis of information for this task.

Phase 2A will include a high-level assessment of the impacts that the new tunnel alignment would have on existing utilities. In Phase 2B, concerns pertaining to stormwater detention, potential utility work, and pump station configuration (for the tunnel option) will need to be addressed, as outlined in the Stormwater and Utility Impacts Study Memo submitted in Phase 1.

Work within this task will be performed by MIG.

Subtask 600.1 – Civil Infrastructure Concept Design Update

Preliminary design concept recommendations for Option B – Tunnel Crossing (completed for Phase 1 in February 2021) were used to identify future waterline routing, confirm the stormwater flow control approach with the city, confirm existing fiber optic requirements, natural gas and sanitary sewer facilities, and reroute of the existing drainage in Bothell Way and on Town Center Property. This current scope includes effort for coordination and review the preliminary design concept, and provide annotated plan comments and a brief (2 page) technical memo documenting potential roadway and utility infrastructure considerations based on the updated tunnel alignment and potential stream crossing reconfiguration. MIG will work with V+M and City staff to focus efforts where most needed to evaluate the revised options within the budget provided.

Assumptions:

- *LFP will coordinate and schedule the meetings with utility owners.*
- *SCL will provide power line clearance requirements.*
- *New storm drainage outfalls will likely be required as part of this project; however, the final stormwater design requirements will be evaluated in more detail during a future phase.*

Deliverables:

- *Brief (2 page) technical memo documenting potential roadway and utility infrastructure considerations.*



*Exhibit A – Scope of Work
City of Lake Forest Park
Town Center to Burke-Gilman Trail Connector*

Task 700 – Public Outreach (NOT USED)

This task is not used in Phase 2.



Task 800 – Structural

The scope under this task involves a two-part approach. In Phase 2A, 10% design drawings for the revised underpass alternative will be produced. In Phase 2B, a design package will be produced, including proposed construction staging sequence and bike detour route, based on the selected tunnel or bridge option.

Structural design work will be performed by V+M.

Subtask 800.1 – 10% Revised Tunnel Design (Phase 2A)

For the revised 10% tunnel design, our team will develop an alignment alternative to determine if a more direct crossing of SR-522 just west of Ballinger Way NE is feasible. The concepts will consider construction sequences, environmental impacts, soil conditions, and schedule. Draft 10% drawings will be prepared to reflect preliminary details including structural layout and geometry.

Subtask 800.2 – Design of 30% Bridge or “Light” 30% Tunnel Option (Phase 2B)

The selected grade separation alternative will be taken to a “light” 30% level for the tunnel or a 30% for the bridge option. Drawings will be progressed to reflect preliminary details of the preferred alternative, including structural layout, geometry, construction staging considerations, as well as a proposed bike detour route. The design drawings will be accompanied with a Design Narrative Memorandum describing the selected structural system. This memo can be incorporated into the TS&L in a future phase of work.

If relocating Lyon Creek is determined to be a feasible option in Phase 2A, there may still be a desire to relocate the stream for the bridge option, which will allow for a simplified span configuration for the bridge ramp structure. There would not be budget to explore in detail the environmental documentation needed for creek realignment, but one benefit of this with the bridge alternative is that King County could replace the existing bridge over Lyon Creek (currently rated for an H-5) with a new bridge meeting their new standard loading for an HS-20 truck.

The preliminary Basis of Design Report completed in Phase 1 will be refined to reflect design criteria for the selected grade separated option. This document will summarize best design practices and establish the Codes and Standards to be used in the design.

Assumptions:

- Drawings will be produced using AutoCAD.
- “Light” 30% means the geotechnical, calculations, civil, stormwater, utility relocations, permitting, and landscape architecture efforts will only be at a high level in Phase 2B for the tunnel alternative. These will need to be further designed in a later phase.

Deliverables:

- 10% design drawings for revised tunnel option will include general arrangement drawings showing plan, elevations, and schematic sections.
- Revised Basis of Design Report
- Design Narrative Memorandum



- Design drawings for the selected grade separated option
 - For the “Light” 30% for the tunnel, the drawing list includes:
 - i. *Cover Sheet and Index*
 - ii. *General Structural Notes*
 - iii. *Suggested Construction Sequence*
 - iv. *Site Plan*
 - v. *Bridge Plan and Elevation (General Arrangement)*
 - vi. *Alignment and Profile*
 - vii. *Secant Pile Details*
 - viii. *Trench Details*
 - ix. *Tunnel Details beneath SR 522*
 - x. *Tunnel Details beneath Ballinger Way*
 - xi. *Railing Plan and Details*
 - xii. *Trail Grading and Sections*
 - For the 30% for the bridge, the drawing list includes:
 - i. *Cover Sheet and Index*
 - ii. *General Structural Notes*
 - iii. *Suggested Construction Sequence*
 - iv. *Site Plan*
 - v. *Bridge Plan and Elevation (General Arrangement)*
 - vi. *Alignment and Profile*
 - vii. *Foundation Layout and Details*
 - viii. *Abutment Outlines*
 - ix. *Pier Details (plan, elevation, details)*
 - x. *Steel Superstructure Details (girder plan and elevation, floor beam layout, camber diagram, floor beams, plan bracing, etc.)*
 - xi. *Deck Layout and Details*
 - xii. *Railing Plan and Details*
 - xiii. *Trail Grading and Sections*
- Sketches showing temporary bike and pedestrian detours during construction. Proposed construction staging for either the tunnel or bridge option will be prepared using PDF markups.



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*Exhibit A – Scope of Work
City of Lake Forest Park
Town Center to Burke-Gilman Trail Connector*

Task 900 – Management Reserve

The management reserve is to provide LFP with flexibility to authorize additional funds, beyond those estimated for the tasks of the scope of work, for allowable unforeseen costs, or for reimbursing the Consultant for additional work requested by LFP toward completing the project.

Payment from the management reserve fund must be authorized in writing by the City's contract manager before the Consultant performs the additional work. Such written authorization will include a description of the work to be performed and shall specify the amount of the payment.



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*Exhibit B – Level of Effort
City of Lake Forest Park
Town Center to Burke-Gilman Trail Connector*

EXHIBIT B

LEVEL OF EFFORT

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

SUMMARY OF PROJECT COSTS

Project: Town Center to Burke-Gilman Trail Connector

Owner: City of Lake Forest Park

Prime: V+M Structural Design, Inc.

Phase 2: 30% Design

WORK TASKS		FEES BY COMPANY				COST
		V+M	Wirthlin Consulting Group	GeoEngineers	MIG	
100	Project Management					\$10,119
100.1	Coordination	\$6,764				\$6,764
100.2	Administration	\$3,355				\$3,355
200	Cost Estimate					\$3,661
200.1	Management		\$523			\$523
200.2	Cost Estimate		\$3,138			\$3,138
300	Geotechnical					\$2,372
300.1	Management			\$474		\$474
300.2	Proof of Concept Review			\$1,897		\$1,897
400	Environmental & Permitting					\$10,257
400.1	Part A: Permitting Feasibility Assessment			\$3,467		\$3,467
400.2	Part B: Stream Design Concept Support			\$6,789		\$6,789
500	Hazardous Materials Assessment (NOT USED)					\$0
600	Civil and Landscape					\$5,290
600.1	Civil Infrastructure Concept Design Update				\$5,290	\$5,290
700	Public Outreach (NOT USED)					\$0
800	Structural					\$62,305
800.1	10% Revised Tunnel Design	\$24,940				\$24,940
800.2	Light 30% Tunnel or 30% Overpass	\$37,365				\$37,365
TOTAL NHR COST (SUM OF TASKS 1 THROUGH 8)		\$72,424	\$3,661	\$12,628	\$5,290	\$94,003
900	Owner's Reserve					\$5,000
Other Direct Costs		\$145				\$145
Grand Total		\$72,569	\$3,661	\$12,628	\$5,290	\$99,148

LABOR DETAIL / ESTIMATE - PRIME
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc

WORK ELEMENT	LABOR HOURS											TOTAL LABOR HOURS	NHR COST
	CLASS	Project Mngr	Sr Struct Engr	Bridge Engr 4	Bridge Engr 3	CAD Technologist 2	CAD Technologist 1	Specialist 1	Bridge Engr 2	Sr Planner			
	STAFF NAME	S. Valdivinoso	S. Wang	C. Wong	G. Jacques	S. Varney	G. Lee		C. Boissy	C. Muraki			
WBS	Phase 2: 30% Design												
100.0	Project Management	30	0	16	0	0	0	3	0	4		53	\$10,119.00
100.1	Coordination	20		16								36	\$6,764.00
100.2	Administration	10						3		4		17	\$3,355.00
800.0	Structural	60	40	72	56	138	97	0	0	0	0	463	\$62,305.00
800.1	10% Revised Tunnel Design	28	16	32	24	48	32					180	\$24,940.00
800.2	Light 30% Tunnel or 30% Overpass	32	24	40	32	90	65					283	\$37,365.00
Total: PHASE 2		90	40	88	56	138	97	3	0	4	0	516	\$72,424.00
TOTAL LABOR HOURS AND COST		90	40	88	56	138	97	3	0	4	0	516	\$72,424.00

OTHER DIRECT COSTS (ODCs):

Mileage	40	miles @	\$0.625	per mile	\$25.00
Tolls	2	each @	\$5.00	per each	\$10.00
Parking		each @	\$15.00	per each	\$0.00
Postage, Shipping & Delivery	2	each @	\$25.00	per each	\$50.00
Reproduction - B&W	1	each @	\$10.00	per each	\$10.00
Reproduction - Color	1	each @	\$50.00	per each	\$50.00
Other		each @	\$250.00	per each	\$0.00
SUBTOTAL - ODCs					\$145.00

Classification	Labor Hours
Project Mngr	90
Sr Struct Engr	40
Bridge Engr 4	88
Bridge Engr 3	56
CAD Technologist 2	138
CAD Technologist 1	97
Specialist 1	3
Bridge Engr 2	0
Sr Planner	4
Total = 516	

NHR Cost	\$72,424
Other Direct Costs	\$145
GRAND TOTAL =	\$72,569

SUMMARY OF ESTIMATE - PRIME
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
V+M Structural Design, Inc
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	=	NHR
Project Mngr		\$235.00
Sr Struct Engr		\$185.00
Bridge Engr 4		\$129.00
Bridge Engr 3		\$105.00
CAD Technologist 2		\$119.00
CAD Technologist 1		\$95.00
Specialist I		\$155.00
Bridge Engr 2		\$95.00
Sr Planner		\$135.00

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Project Mngr	90		\$235.00		\$21,150.00
Sr Struct Engr	40		\$185.00		\$7,400.00
Bridge Engr 4	88		\$129.00		\$11,352.00
Bridge Engr 3	56		\$105.00		\$5,880.00
CAD Technologist 2	138		\$119.00		\$16,422.00
CAD Technologist 1	97		\$95.00		\$9,215.00
Specialist I	3		\$155.00		\$465.00
Bridge Engr 2	0		\$95.00		\$0.00
Sr Planner	4		\$135.00		\$540.00
SUBTOTAL - Labor Hours x NHR	516				\$72,424

SUBTOTAL **\$72,424**

OTHER DIRECT COSTS (ODCs): **\$145**

TOTAL - PHASE 2: **\$72,569**

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: Wirthlin Consulting Group

WORK ELEMENT	LABOR HOURS											TOTAL LABOR HOURS	NHR COST	
	CLASS	Principal												
	STAFF NAME	Wirthlin, Adam												
	NHR	\$261.47												
WBS	Phase 2: 30% Design													
200.0	Cost Estimate	14	0	0	0	0	0	0	0	0	0	0	14	\$3,660.55
200.1	Management	2											2	\$522.94
200.2	Cost Estimate	12											12	\$3,137.61
TOTAL LABOR HOURS AND COST		14	0	0	0	0	0	0	0	0	0	0	14	\$3,660.55

OTHER DIRECT COSTS (ODCs):

Postage, Shipping & Delivery	each @	\$25.00	per each	\$0.00
Reproduction - B&W	each @	\$10.00	per each	\$0.00
Reproduction - Color	each @	\$50.00	per each	\$0.00
Other	each @	\$250.00	per each	\$0.00
SUBTOTAL - ODCs				\$0.00

Classification	Labor Hours
Principal	14
Total = 14	

NHR Cost	\$3,661
Other Direct Costs	\$0
GRAND TOTAL =	\$3,661

SUMMARY OF ESTIMATE - Subconsultant
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
Subconsultant: Wirthlin Consulting Group
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	Direct Rate (DR)	+	DR x ICR 153%	+	(DR+ICR)xFF 10%	=	NHR
Principal	\$94.00		\$143.70		\$23.77		\$261.47

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Principal	14		\$261.47		\$3,660.55
SUBTOTAL - Labor Hours x NHR	14				\$3,661

SUBTOTAL \$3,661

OTHER DIRECT COSTS (ODCs): \$0

TOTAL - PHASE 2: \$3,661

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: GeoEngineers

WORK ELEMENT	LABOR HOURS													TOTAL LABOR HOURS	NHR COST	
	CLASS	Principal	Associate	Senior Engineer/Scientist 2	Senior Engineer/Scientist 1	Project Engineer/Scientist 2	Project Engineer/Scientist 1	Staff Engineer/Scientist 3	Staff Engineer/Scientist 2	GIS Analyst 2	CAD Designer	Admin 3	Admin 2			
	STAFF NAME		D. Overby/ D. Eggers	D. Conlin		S. Schwartzel	E. Hurn	E. Deal G. Spann								
	NHR	\$259.61	\$237.16	\$208.35	\$184.68	\$159.80	\$148.81	\$136.90	\$126.55	\$138.08	\$130.80	\$124.31	\$110.61			
WBS	Phase 2: 30% Design															
300.0	Geotechnical	0	10	0	0	0	0	0	0	0	0	0	0	10	\$2,371.62	
300.1	Management		2											2	\$474.32	
300.2	Proof of Concept Review		8											8	\$1,897.30	
400.0	Environmental & Permitting	0	4	12	0	16	8	16	0	0	0	7	0	63	\$10,256.77	
400.1	Part A: Permitting Feasibility Assessment		1	8			8					3		20	\$3,467.42	
400.2	Part B: Stream Design Concept Support		3	4		16		16				4		43	\$6,789.35	

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: GeoEngineers

WORK ELEMENT	LABOR HOURS													TOTAL LABOR HOURS	NHR COST
	CLASS	Principal	Associate	Senior Engineer/ Scientist 2	Senior Engineer/ Scientist 1	Project Engineer/ Scientist 2	Project Engineer/ Scientist 1	Staff Engineer/ Scientist 3	Staff Engineer/ Scientist 2	GIS Analyst 2	CAD Designer	Admin 3	Admin 2		
	STAFF NAME		D. Overbay/ D. Eggers	D. Conlin		S. Schwartzel	E. Hum	E. Deal G. Spann							
NHR	\$259.81	\$237.16	\$208.35	\$184.68	\$159.80	\$148.81	\$138.60	\$126.55	\$138.08	\$130.80	\$124.31	\$110.61			
TOTAL LABOR HOURS AND COST	0	14	12	0	16	8	16	0	0	0	7	0	73	\$12,628.39	

OTHER DIRECT COSTS (ODCs):

Mileage	miles @	\$0.580	per mile	\$0.00
Tolls	each @	\$5.00	per each	\$0.00
Parking	each @	\$15.00	per each	\$0.00
GPS Unit	each @	\$50.00	per each	\$0.00
Field Supplies	each @	\$15.00	per each	\$0.00
	each @		per each	\$0.00
	each @		per each	\$0.00
	each @		per each	\$0.00
SUBTOTAL - ODCs				\$0

Classification	Labor Hours
Principal	0
Associate	14
Senior Engineer/ Scientist 2	12
Senior Engineer/ Scientist 1	0
Project Engineer/ Scientist 2	16
Project Engineer/ Scientist 1	8
Staff Engineer/ Scientist 3	16
Staff Engineer/ Scientist 2	0
GIS Analyst 2	0
CAD Designer	0
Admin 3	7
Admin 2	0
Total =	73

NHR Cost	\$12,628
Other Direct Costs	\$0
GRAND TOTAL =	\$12,628

SUMMARY OF ESTIMATE - Subconsultant
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
Subconsultant: GeoEngineers
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	Direct Rate (DR)	+	DR x ICR 189.41%	+	DR x FF 30%	=	NHR
Principal	\$81.34		\$154.07		\$24.40		\$259.81
Associate	\$74.25		\$140.64		\$22.28		\$237.16
Senior Engineer/ Scientist 2	\$65.23		\$123.55		\$19.57		\$208.35
Senior Engineer/ Scientist 1	\$57.82		\$109.52		\$17.35		\$184.68
Project Engineer/ Scientist 2	\$50.03		\$94.76		\$15.01		\$159.80
Project Engineer/ Scientist 1	\$46.59		\$88.25		\$13.98		\$148.81
Staff Engineer/ Scientist 3	\$42.86		\$81.18		\$12.86		\$136.90
Staff Engineer/ Scientist 2	\$39.62		\$75.04		\$11.89		\$126.55
GIS Analyst 2	\$43.23		\$81.88		\$12.97		\$138.08
CAD Designer	\$40.95		\$77.56		\$12.29		\$130.80
Admin 3	\$38.92		\$73.72		\$11.68		\$124.31
Admin 2	\$34.63		\$65.59		\$10.39		\$110.61

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Principal	0		\$259.81		\$0.00
Associate	14		\$237.16		\$3,320.27
Senior Engineer/ Scientist 2	12		\$208.35		\$2,500.21
Senior Engineer/ Scientist 1	0		\$184.68		\$0.00
Project Engineer/ Scientist 2	16		\$159.80		\$2,556.81
Project Engineer/ Scientist 1	8		\$148.81		\$1,190.50
Staff Engineer/ Scientist 3	16		\$136.90		\$2,190.39
Staff Engineer/ Scientist 2	0		\$126.55		\$0.00
GIS Analyst 2	0		\$138.08		\$0.00
CAD Designer	0		\$130.80		\$0.00
Admin 3	7		\$124.31		\$870.20
Admin 2	0		\$110.61		\$0.00
SUBTOTAL - Labor Hours x NHR	73				\$12,628

SUBTOTAL **\$12,628**

OTHER DIRECT COSTS (ODCs): **\$0**
 TOTAL NHR COST (SUM OF TASKS 1 THROUGH 8)

TOTAL - PHASE 2: **\$12,628**

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: MIG

WBS	WORK ELEMENT	LABOR HOURS													TOTAL LABOR HOURS	NHR COST		
		CLASS	Principal II	Sr. Engineer VII	Eng V / LA V / Planner	Engineer IV	LA IV	Technician, Sr Pro, Asst.	CAD Technician	EIT, LA, Landscape Designer II	Project Assistant	Civil Designer / Landscape Designer II	Landscape Designer, Graphics					
		STAFF NAME	D. Rodgers															
		NHR	\$222.55	\$220.00	\$185.36	\$150.41	\$150.41	\$135.00	\$115.00	\$100.00	\$95.00	\$90.00	\$85.00					
600.0	Phase 2: 30% Design																	
600.0	Civil and Landscape		4	20	0	0	0	0	0	0	0	0	0	0	0	0	24	\$5,290.20
600.1	Civil Infrastructure Concept Design Update		4	20													24	\$5,290.20
700.0	Public Outreach (NOT USED)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL LABOR HOURS AND COST			4	20	0	0	0	0	0	0	0	0	0	0	0	0	24	\$5,290.20

OTHER DIRECT COSTS (ODCs):

Mileage	miles @	\$0.580	per mile	\$0.00
Tolls	each @	\$5.00	per each	\$0.00
Parking	each @	\$15.00	per each	\$0.00
Postage, Shipping & Delivery	each @	\$25.00	per each	\$0.00
Open House Supplies	each @	\$420.00	per each	\$0.00
Other	each @	\$275.00	per each	\$0.00
SUBTOTAL - ODCs				\$0.00

Classification	Labor Hours
Principal II	4
Sr. Engineer VII	20
Eng V / LA V / Planner	0
Engineer IV	0
LA IV	0
Sr CAD Technician, Sr Pro	0
CAD Technician	0
EIT, LA., Landscape Design	0
Project Assistant	0
Civil Designer I, Landscape	0
Landscape Designer, Graph	0
0	0
0	0
Total = 24	

NHR Cost	\$5,290
Other Direct Costs	\$0
GRAND TOTAL =	\$5,290

SUMMARY OF ESTIMATE - Subconsultant
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
Subconsultant: MIG
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	Direct Rate (DR)	+	DR x ICR 190%	+	(DR+ICR)xFF 10%	=	NHR
Principal II	\$69.77		\$132.55		\$20.23		\$222.55
Sr. Engineer VII	\$68.97		\$131.03		\$20.00		\$220.00
Eng V / LA V / Planner	\$51.84		\$98.49		\$15.03		\$165.36
Engineer IV	\$47.15		\$89.59		\$13.67		\$150.41
LA IV	\$47.15		\$89.59		\$13.67		\$150.41
Sr CAD Technician, Sr Proj. Asst.	\$42.32		\$80.41		\$12.27		\$135.00
CAD Technician	\$36.05		\$68.50		\$10.45		\$115.00
EIT, LA., Landscape Designer II	\$31.35		\$59.56		\$9.09		\$100.00
Project Assistant	\$29.78		\$56.58		\$8.64		\$95.00
Civil Designer I, Landscape Designer II	\$28.21		\$53.61		\$8.18		\$90.00
Landscape Designer, Graphics	\$26.65		\$50.63		\$7.73		\$85.00

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Principal II	4		\$222.55		\$890.20
Sr. Engineer VII	20		\$220.00		\$4,400.00
Eng V / LA V / Planner	0		\$165.36		\$0.00
Engineer IV	0		\$150.41		\$0.00
LA IV	0		\$150.41		\$0.00
Sr CAD Technician, Sr Proj. Asst.	0		\$135.00		\$0.00
CAD Technician	0		\$115.00		\$0.00
EIT, LA., Landscape Designer II	0		\$100.00		\$0.00
Project Assistant	0		\$95.00		\$0.00
Civil Designer I, Landscape Designer II	0		\$90.00		\$0.00
Landscape Designer, Graphics	0		\$85.00		\$0.00
0	0		\$0.00		\$0.00
0	0		\$0.00		\$0.00
SUBTOTAL - Labor Hours x NHR	24				\$5,290

SUBTOTAL **\$5,290**

TOTAL NHR COST (SUM OF TASKS 1 THROUGH 8)
OTHER DIRECT COSTS (ODCs): **\$0**

TOTAL - PHASE 2: **\$5,290**

Mayor
Jeff R. Johnson

17425 Ballinger Way NE
Lake Forest Park, WA 98155-5556
Phone: 206-368-5440
Fax: 206-364-6521
Email: cityhall@ci.lake-forest-park.wa.us
www.cityofLFP.gov



Councilmembers
Lorri Bodi
Tom French
Tracy Furutani
Larry Goldman
Phillippa M. Kassover
Jon Lebo
Semra Riddle

September 8, 2023

V+M Structural Design, Inc.
Attention Schaun Valdovinos
2212 Queen Anne Avenue N, #530
Seattle, WA 98109

Re: Letter of Intent to Extend Professional Services Agreement / Town Center to Burke-Gilman Trail Connector - Phase 2: 30% Design (AG-22-050)

Dear Mr. Valdovinos:

As you may be aware, the term of this contract was set to expire on December 31, 2023. The City wishes to extend the agreement for an 18-month term, to June 30, 2025, and the City Attorney has approved the use of this extension letter as the means to extend the contract.

By this letter dated September 8, 2023, the City wishes to extend the agreement for an additional 18-month term, to June 30, 2025. Once signed by both parties, this letter will serve as formal written agreement to extend the original agreement. If you concur with the City's desire to extend the term of the original agreement, please sign below in the space provided and return via email a scanned color copy to Senior Project Manager Andy Silvia as soon as possible. A fully executed original will be returned to you upon execution by the City.

Contract extension to June 30, 2025 agreed to by:



Jeff Johnson, Mayor
City of Lake Forest Park



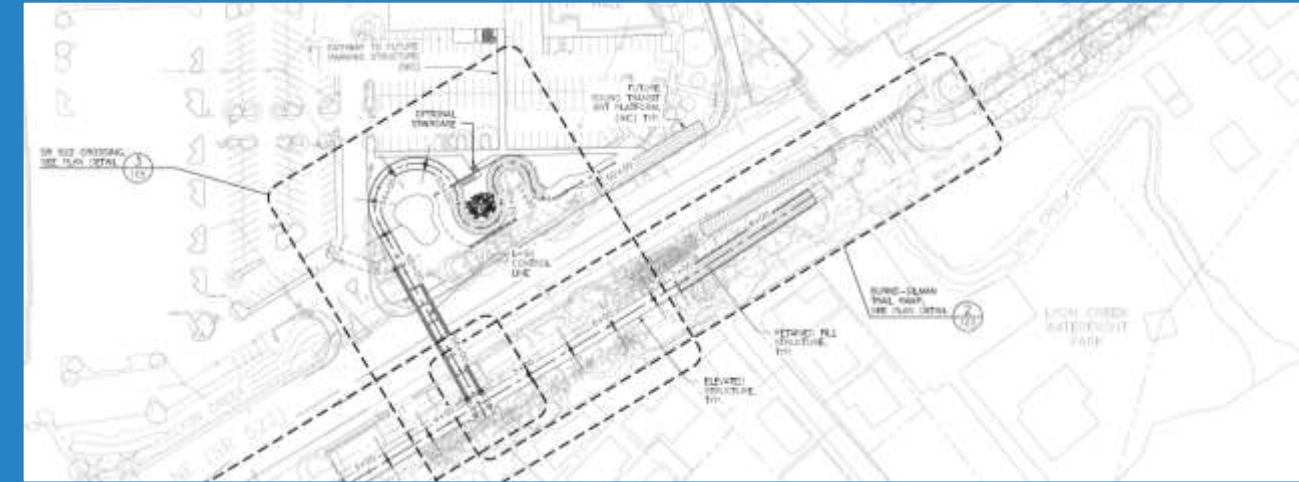
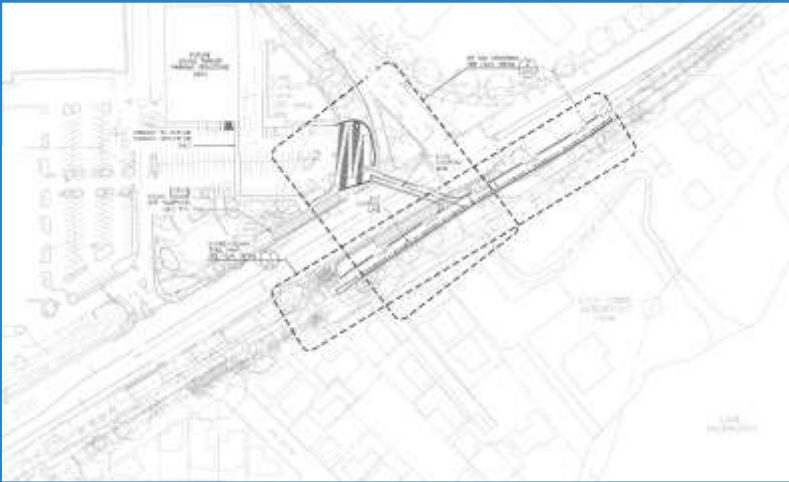
Schaun Valdovinos
V+M Structural Design, Inc.

Dated: 9/14/2023

Dated: 8/8/2023

Phase 2: 30% Design
Contract Amendment

TOWN CENTER TO BURKE-GILMAN TRAIL CONNECTOR



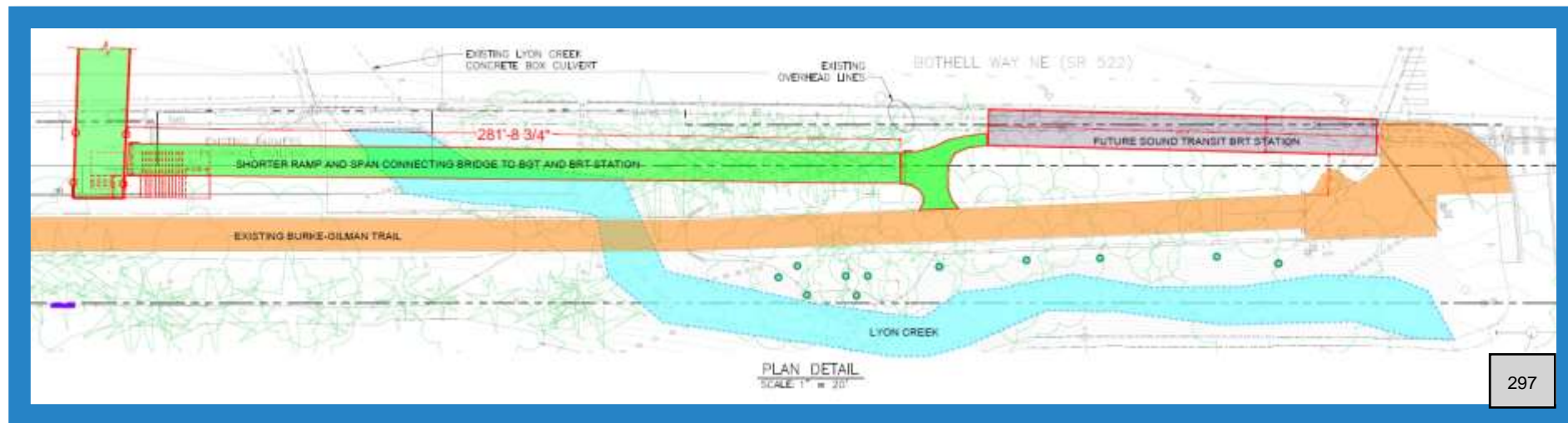
2020 Phase 1: TS&L

2021 Design Charet with King County

2022 Phase 2: 30% Design Contract Execution

2024 Decision to eliminate tunnel design work

2024 Amendment to Phase 2 Contract

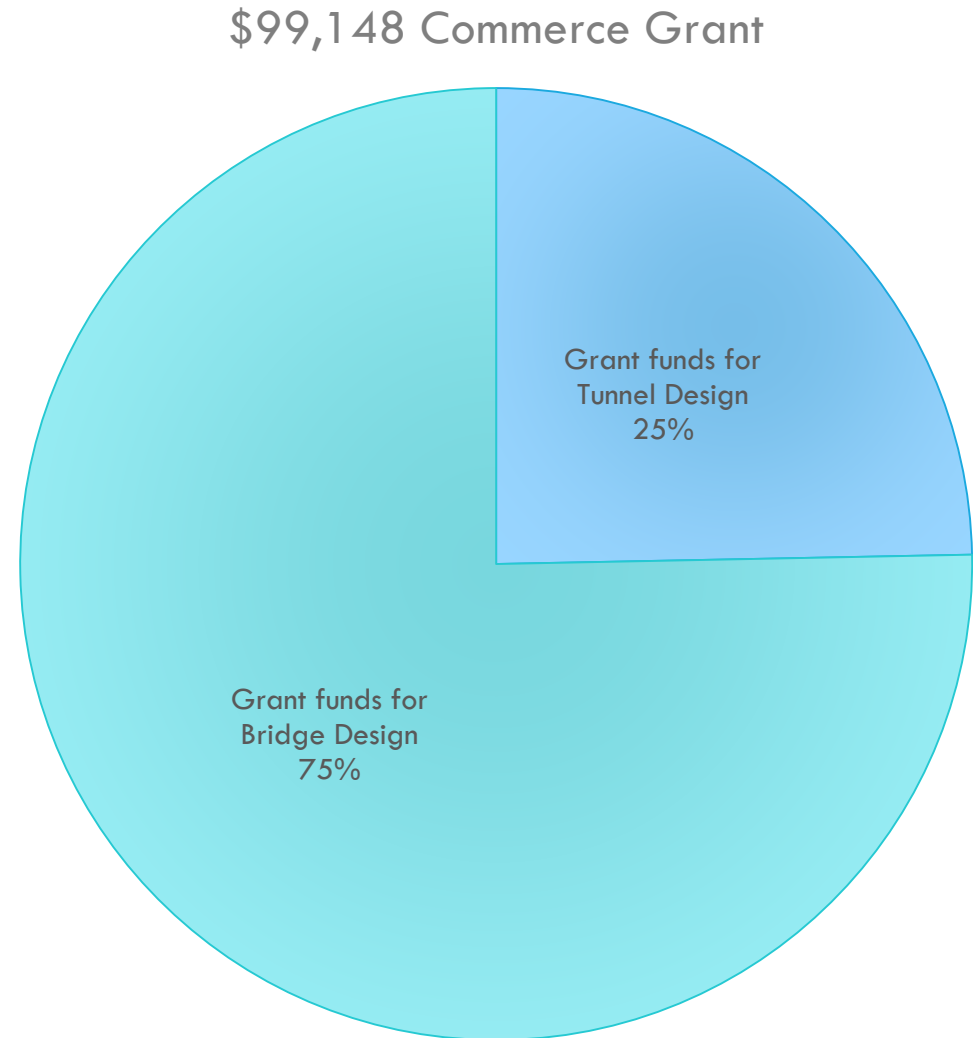


FUNDING SURPLUS REALLOCATION

The grant funds that were freed up by removing tunnel design work from the contract totaled \$24,476.50, or 25% of the grant value.

These funds have been reallocated towards furthering bridge design efforts:

- \$16,000 Benefit Analysis
- \$6,270 Updated Renderings





BENEFIT ANALYSIS

Fehr & Peers (a sub of V+M) will create a benefit analysis that the City can use to weight the project's value and pursue future funding options. It will include:

- 24 hour vehicular, bicycle, pedestrian movement counts at both adjacent 522 intersections
- Data collection from two local pedestrian bridges
- Future conditions forecasted accounting for volume growth and future Sound Transit BRT
- Final benefit analysis in terms of average delay per vehicle and average time for pedestrian crossing



RENDERING UPDATES

V+M will update their 2020 renderings to reflect our most current design concept

QUESTIONS



City Administrator Report

City of Lake Forest Park

Date: October 24, 2024

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Tom French
Leadership Team

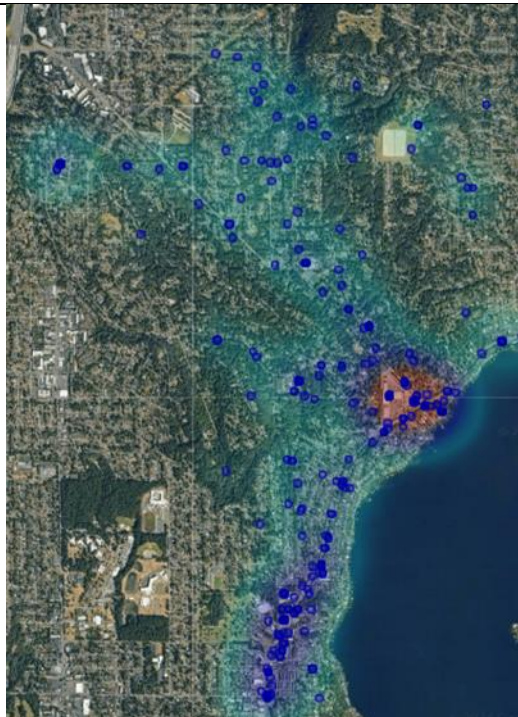
The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

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

This heatmap shows the location of calls that LFP PD officers responded to in the last week



Notable Incidents:**Multiple motor vehicle prowls**

Officers responded to a series of overnight motor vehicle prowls in the northeast portion of the city. This investigation is ongoing.

“Rolling” Domestic Violence

An astute nightshift sergeant observed an incident of domestic violence assault in a vehicle near the Town Center. After making contact with the parties and investigating the incident, one of the parties was arrested for assault and malicious mischief (property damage).

Agency Assist for Bicycle Crash

Officers responded to assist another agency with a downed bicyclist on the Burke Gilman Trail. The subject was traveling at a high rate of speed on an electric bicycle and lost control of the bike. No other parties were involved, and the bicyclist was transported to a trauma center.

Find My Phone

Officers responded to assist a theft victim from Seattle whose stolen cell phone was tracking to LFP. The officers attempted to locate the suspect however the suspect was able to leave before officers could converge on the location of the phone’s “ping”.

Co-response with Shoreline FD and Regional Crisis Responders

Officers co-responded with our Shoreline FD and RCR partners to assist an elderly patient who fell in their home. It was determined the patient was in a behavioral crisis, and the officers and RCR workers provided initial support, as well as a long-term support plan.

Multi-Agency Response for Assault

Officers responded to an assault call in the south end of the city. The victim was initially uncooperative, but the officers did a fantastic job of establishing rapport and making the victim feel at ease with them. The victim admitted she’d just met the male suspect, who had sexually assaulted her in Seattle earlier in the day and then physically assaulted her in LFP. The suspect fled the scene as 911 was called, however the officers skillfully collected clothing evidence from the sexual assault in Seattle and assisted the victim in getting to a hospital for a forensic examination. The LFP officers also worked with Seattle PD investigators, and the suspect was located and arrested in Seattle. He’s currently booked in the King County Jail and is being held on \$150,000 bail.

Warrant Arrest

LFP officers contacted a suspicious person near the intersection of Bothell Way and Ballinger Way NE. It was determined the person was wanted out of King County for Reckless Burning. The person was arrested without incident and turned over to King County deputies.

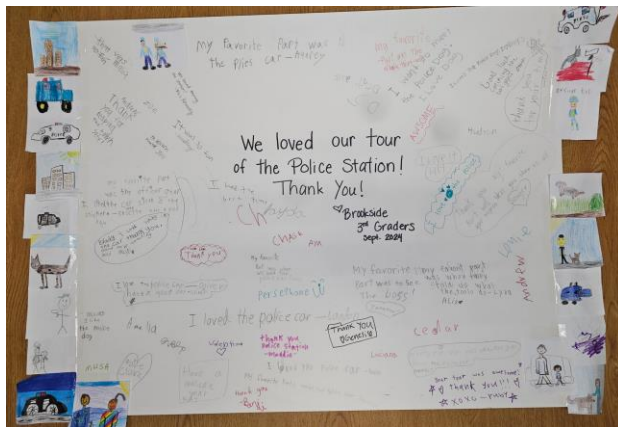
Scams

Numerous online scams have been recently reported, to include email and text message scams. The public is doing a good job of not falling prey, however some of our citizens have lost quite a bit of money to these scam artists. Our detectives are actively investigating these crimes, to include any local connections. The PD sent out warnings to the public on several social media platforms.

Regional Retail Theft Crisis

The retail theft issues at the Town Center retailers continue. Officers are continuing with increased patrols and interdiction efforts, and misdemeanor theft cases are periodically screened by detectives for felony charging in King County courts for Organized Retail Theft versus misdemeanor Theft 3rd Degree (shoplifting).

Brookside Elementary - Student Feedback



Approximately 60 students from Brookside Elementary School visited the Lake Forest Park Police Station, where they were greeted by Chief Harden, Lt. Zanella, Sgt. Gross, and Officer Coleman. The students, along with some parents and teachers, explored the officers' gear and patrol vehicles. They asked plenty of thoughtful questions, and it was clear everyone enjoyed the experience. Each student went home with coloring books and stickers as souvenirs.

This week, we were delighted to receive a heartfelt note and a picture board from the students. We deeply appreciate their kind words and the effort they put into this project. Thanks!

PD Staffing Update

Exciting news from our department! Officer Benson has welcomed a new addition to his family. His beautiful daughter, Jessa Rae Benson, arrived early Sunday morning, just after midnight, weighing 6 pounds, 13 ounces, and measuring 21 inches. Both mom and baby are doing wonderfully. Officer Benson will be on paternity leave as he embraces this special time with his growing family.

Officer Alcean has successfully completed his field training and is now fully integrated into his squad. We're thrilled to have him back from military deployment and serving our city with his dedication and experience.

Officer Coleman is currently in Canine (K-9) training alongside our newest "officer," K-9 Bella. They're progressing well, with a few more weeks to go before we can formally introduce K-9 Bella to our community.

Recruit Rizk is doing great at the police academy and is on track to graduate in January. We can't wait to officially welcome him into patrol.

Officer Johnson is moving steadily through her training program and is eager to complete her field training program.

In the meantime, we're continuing our search for a lateral officer to fill an anticipated vacancy next year. If you know anyone interested, please reach out to Lt. Adams or HR Moore.

I. Internal City Information

Human Resources

• Staffing and Recruitment:

- Congratulations to Trish Andrus, who was recently promoted to Accounting Supervisor.
- Our new Public Works Superintendent will start on November 4th and the new Senior Planner will start in the new year.
- HR Director Moore has begun phone interviews for the Building Official position.
- Current open positions: Director of Public Works, Building Official, Senior Project Manager, Lateral and Entry Police Officer.

• Benefits:

- Changes are coming to the City's Lake Forest Park 457 Plan with Mission Square Retirement. Previously, only pre-tax contributions were an option for the contributions into the 457 plan, however beginning November 1st, employees will have the opportunity to choose either pre-tax or after-tax (Roth) contributions. Two webinars have been set up for employees to learn more from our Mission Square representative.
- To maintain the City's WellCity status and continue to receive a 2% reduction to our medical premium rates in 2025, we must demonstrate employee engagement in wellness activities by having at least 50% of eligible employees redeem points for the wellness reward by 12/31/2024. As of October 15th, we are at 46% employee participation in AWC's wellness program
- HR Director Moore attended WCIA's "An Introduction to Risk Management Essentials" Virtual Training and a virtual "Training for New Commissioners & Staff" as part of an annual civil service conference.
- HR Director Moore successfully completed the City's WCIA Annual Risk Audit, which was focused on personnel this year.

II. Council Information

III. Response to Citizen and Council Comments

IV. Contract Reporting

- **AG-24-046**, Gray & Osborne, Inc. for Limited Construction Management on the 35th Ave NE Drainage Improvements, \$23,300.00

V. Legislative Update

VI. Community Events

[Spooktacular Halloween at the Commons](#)

Halloween is creeping up, and we've got a hauntingly good time planned just for you! On **Thursday, October 31st**, bring the kids and join us for a fun-filled afternoon of **mall-wide trick-or-treating** from **4 to 6 PM**—perfect for ghouls and goblins of all ages!

But the fun doesn't stop there! At **6 PM**, gather at the Commons Stage for a **spooky, thrilling, and unforgettable magic show** featuring the one and only **Jeff Evans**! Prepare to be amazed by his mind-boggling tricks and spine-tingling illusions. It's the perfect way to end a magical Halloween night!

So put on your best costume, grab your trick-or-treat bags, and join us at the Commons for an evening packed with fun and surprises! **We can't wait to see you there!**

VII. Upcoming City Sponsored Events

[Community Climate Action Fair](#)

October 26, 2024, 10:00 AM - 12:00 PM, Third Place Commons

[More Details](#)

VIII. Meetings Calendar

[City Council Special Meeting \(hybrid meeting\)](#)

November 4, 2024, 6:00 PM - 8:00 PM, City Hall and via Zoom

[More Details](#)

[Climate Action Committee Meeting \(hybrid meeting\)](#)

November 5, 2024, 7:00 PM - 9:00 PM, City Hall and via Zoom

[More Details](#)

[Tree Board Meeting \(hybrid meeting\)](#)

November 6, 2024, 7:00 PM - 9:00 PM, City Hall and via Zoom

[More Details](#)

[City Council Special Meeting \(hybrid meeting\)](#)**November 7, 2024, 7:00 PM - 9:00 PM, City Hall and via Zoom****[More Details](#)****[Planning Commission Meeting \(hybrid meeting\)](#)****November 12, 2024, 7:00 PM - 9:00 PM, City Hall and via Zoom****[More Details](#)****[City Council Work Session \(hybrid meeting\)](#)****November 14, 2024, 6:00 PM - 7:00 PM, City Hall and via Zoom****[More Details](#)****[City Council Regular Meeting \(hybrid meeting\)](#)****November 14, 2024, 7:00 PM - 9:00 PM, City Hall and via Zoom****[More Details](#)****[North King County Coalition on Homelessness](#)****November 21, 2024, 1:00 PM - 2:30 PM****[More Details](#)****[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)****November 21, 2024, 6:00 PM - 7:30 PM, City Hall and via Zoom****[More Details](#)****[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)****November 26, 2024, 7:00 PM - 9:00 PM, City Hall and via Zoom****[More Details](#)**