



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, May 22, 2025 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/87270367774>

Call into Webinar: 253-215-8782 | Webinar ID: 872 7036 7774

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

AGENDA

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

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

5. **PROCLAMATIONS**

A. Recognizing June 6, 2025 as National Gun Violence Awareness Day

B. Recognizing June 2025 as Pride Month

6. **PRESENTATIONS**

A. End of 2025 Legislative Session Report

7. **PUBLIC HEARINGS**

A. Public Hearing on Ordinance 25-1308/Amending Chapter 18.52 of the Lake Forest Park Municipal Code, Signage, to Bring the Sign Code into Compliance with Recent Legal Decisions

- 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.

B. Discussion, Consideration, and/or Possible Action on Ordinance 25-1308/Amending Chapter 18.52 of the Lake Forest Park Municipal Code, Signage, to bring the Sign Code into Compliance with Recent Legal Decisions

8. **CONSENT CALENDAR**

The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a

Councilmember so requests, in which case the item will be removed from the Consent Calendar in its normal sequence on the agenda.

- [A.](#) May 8, 2025 City Council Joint Meeting with Shoreline School District Board Minutes
- [B.](#) May 8, 2025 City Council Regular Meeting Minutes
- [C.](#) May 12, 2025 City Council Special Meeting Minutes
- [D.](#) City Expenditures for the Period Ending 5/22/2025
- [E.](#) Resolution 25-2017/Authorizing the Mayor to sign a contract with Canon, U.S.A., Inc. for the Laserfiche Document Solution

9. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

- [A.](#) Resolution 25-2019/Authorizing the Mayor to sign the Professional Services Agreement AG-25-028 with HDR Engineering, Inc. for the Electric Vehicle Charging Planning Project

10. ORDINANCES AND RESOLUTIONS FOR ACTION

- [A.](#) Resolution 25-2018/Authorizing the Mayor to Sign a Professional Services Agreement with iWorQ Systems, Inc. for Community Development Permitting Software Use and Support

11. COUNCIL DISCUSSION AND ACTION

- A. Introduction to the Planning Commission recommendation for Middle Housing and Accessory Dwelling Units
- B. Continued discussion regarding budget challenges

12. OTHER BUSINESS

13. COUNCIL COMMITTEE REPORTS

- A. Councilmember Reports
- B. Mayor's Report
- [C.](#) City Administrator's Report

14. ADJOURN

FUTURE SCHEDULE

- Monday, May 26, 2025 – Memorial Day, City Hall closed
- Thursday, May 29, 2025, 6:00 p.m. Budget & Finance Committee Meeting – hybrid meeting (City Hall and via Zoom)
- Thursday, May 29, 2025, 7:00 p.m. City Council Special Meeting – hybrid meeting (City Hall and via Zoom)

- Wednesday, June 4, 2025, 6:00 p.m. City Council Special Meeting – hybrid meeting (City Hall and via Zoom)
- Thursday, June 5, 2025, 6:00 p.m. City Council Special Meeting – hybrid meeting (City Hall and via Zoom)
- Thursday, June 12, 2025, 6:00 p.m. City Council Work Session – hybrid meeting (City Hall and via Zoom)
- Thursday, June 12, 2025, 7:00 p.m. City Council Regular Meeting – hybrid meeting (City Hall and via Zoom)
- Thursday, June 19, 2025 – Juneteenth, City Hall Closed
- Monday, June 23, 2025, 6:00 p.m. Committee of the Whole Meeting – hybrid meeting (City Hall and via Zoom)
- Thursday, June 26, 2025, 6:00 p.m. Budget & Finance Committee Meeting – hybrid meeting (City Hall and via Zoom)
- Thursday, June 26, 2025, 7:00 p.m. City Council Regular Meeting – hybrid meeting (City Hall and via Zoom)

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

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



PROCLAMATION

WHEREAS, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Washington State averages 853 gun deaths every year, with a rate of 12.4 deaths per 100,000 people, a crisis that costs the State \$11.9 billion each year, of which \$171.7 million is paid by taxpayers. Washington State has the 40th highest rate of gun deaths in the US; and

WHEREAS, cities across the nation, including Lake Forest Park, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on the first Friday in June, people in the United States will recognize National Gun Violence Awareness Day and wear orange in a tribute to her and other victims of gun violence and the loved ones of those victims; and

WHEREAS, a group of Hadiya's friends, asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join Hadiya's friends in this campaign by pledging to wear orange on the first Friday of June each year to help raise awareness about gun violence and honor the lives of victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim June 6, 2025, as

NATIONAL GUN VIOLENCE AWARENESS DAY

Signed this 22nd day of May 2025

Thomas French, Mayor



PROCLAMATION

WHEREAS, the Lesbian, Gay, Bisexual, Transgender, and Queer+ (LGBTQ+) communities of the greater Puget Sound area are an integral part of the vibrant culture and climate of our area; and

WHEREAS, the diverse LGBTQ+ communities continue to contribute to widespread academic, economic, artistic, and social spheres within and around our city; and

WHEREAS, the month of June was designated Pride Month to commemorate the Stonewall Riots which occurred in June of 1969 and are generally recognized as the catalyst of the LGBTQ+ rights movement; and

WHEREAS, the LGBTQ+ communities of Puget Sound have thoughtfully organized numerous workshops, sporting events, receptions, festivals, concerts, plays, dances, and a host of other inspired activities to participate in during the celebration of Pride Month; and

WHEREAS, the City of Lake Forest Park remains committed to protecting the civil rights of LGBTQ+ communities, as the power and purpose of this iconic event proves vital in our unified effort to forge a more open and just society; and

WHEREAS, the active and involved Lesbian, Gay, Bisexual, Transgender, and Queer+ people and families make an indelible impact upon the quality of life in the Puget Sound, and Pride Month serves as a call to our collective consciousness to persist in the fight to eradicate prejudice and discrimination everywhere.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park proclaim June 2025 to be

PRIDE MONTH

in Lake Forest Park and encourage all citizens to recognize the enduring efforts and ongoing contributions of the Lesbian, Gay, Bisexual, Transgender, and Queer+ communities to our city and to our country.

Signed this 22nd day of May 2025

Thomas French, Mayor



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	May 22, 2025
Originating Department	Community Development Department
Contact Person	Mark Hofman, AICP, Community Development Director
Title	Ordinance 25-1308/Amending Chapter 18.52 of the Lake Forest Park Municipal Code, Signage, to bring the Sign Code into Compliance with Recent Legal Decisions

Legislative History

- | | |
|--|---|
| • First Presentation | December 14, 2023, Regular City Council Meeting |
| • Reintroduction (New CD Director) | April 22, 2024, Committee of the Whole |
| • Return Reintroduction Materials | June 13, 2024, Regular City Council Meeting |
| • Post SEPA and WA Dept. of Commerce Review Reintroduction | March 27, 2025, Regular City Council Meeting |
| • Continued Amendments Discussion | April 21, 2025, Committee of the Whole |
| • Public Hearing and Comments | May 22, 2025, Regular City Council Meeting |

Attachments

1. Draft amendments to Chapter 18.52, Signage, of the Lake Forest Park Municipal Code (All amendments are in red font with additions underlined and deletions in strikeout format. Unchanged code text remains in black font).
2. Current adopted Chapter 18.52, Signage, of the Lake Forest Park Municipal Code.
3. Current adopted Section 18.66.125, Nonconforming Signs, of the Lake Forest Park Municipal Code.
4. Draft ordinance.

Executive Summary

The Planning Commission completed a review and amendments to the sign code, held a public hearing, and forwarded a recommendation in 2023 to the City Council. Changes include those to definitions, clarification of illegal signs, exemptions from permitting, new provisions for temporary signs, the addition of exterior signage for businesses located interior to the Town Center, and the addition of signs allowed in Southern Gateway zones.

The draft Amendments were introduced to the City Council at the regular meeting of December 14, 2023. The continuing effort at Council was then temporarily put on hold until a new community development director came on board at the city and had time to familiarize with the background materials and process. With that completed, the Administration then reintroduced the recommended amendments at City Council and continued the review process.

The materials included in the Council meeting packet for December 14, 2023, and April 22, 2024, included some text issues of several instances of multiple sentences overwritten each other. Because it was therefore not entirely clear that each and every included amendment and addition was contained in the Commission's recommendation, the materials from Planning Commission were corrected and verified.

These corrected materials were returned as a replacement step at the June 13, 2024 meeting of the City Council. The Council reviewed and discussed the amendment materials and the Community Development Director responded to several past questions and comments. The feedback received from the City Council review included that generally no additional substantive changes were anticipated at that time and that Community Development Department staff could begin the environmental (SEPA) review and submit the proposed amendments to the WA State Department of Commerce for their required review.

Both processes were completed, as required prior to the City Council's adoption of any proposed code. A Determination of Nonsignificance (DNS) was issued by the city's SEPA Responsible Official after review of the proposed amendments and a SEPA Checklist prepared for the Non-Project Action. No specific comments regarding the proposed sign code amendments were received by the City from the required public notice period and no appeal was filed on the February 6, 2025 determination. The sign code amendments and supporting materials were adequately filed with the WA State Department of Commerce to satisfy the required 60-day agency review and comment period. No comments were received as a result of the 60-day review and that requirement is satisfied.

Subsequent to the SEPA review/DNS and the Department of Commerce 60-day review, the draft amendments were again discussed at the April 21, 2025 Committee of the Whole and revisions were requested to address questions from the Council and from a representative of the real estate industry. Those revisions are made to the draft proposed amendments and a noticed public hearing is set for May 22, 2025 at the regular City Council meeting.

Background

The Planning Commission's review of the sign code was done with the limits imposed by Courts in mind. The U.S. Supreme Court in *Reed v. Gilbert*, held that regulating signs based on their content, in most cases, is an unconstitutional violation of the First Amendment right to free speech. The U.S. Ninth Circuit Court of Appeals, of which Washington is a part, held that the *Reed* decision only applies to non-commercial signs. Non-commercial signs that regulate the content of a sign will be subject to "strict scrutiny" when determining whether they violate the First Amendment right to free speech. When regulating signs that are off-premises (not on the premises they convey information about), the U.S. Supreme Court in *City of Austin v. Reagan National Advertising*, held that a city's regulation of off-

premises signs is facially content neutral because the message on the sign is only relevant because it tells the reader about location. Neutral reading of sign for location will pass the Constitutional test.

Fiscal & Policy Implications

Fiscal impacts are minor, related to staff time and the costs of codifying the updated code. By adopting the proposed amendments, the city’s sign code will be in compliance with case law.

Alternatives

Options	Results
<ul style="list-style-type: none">• Adopt the amendments to Chapter 18.52, Signage, of the Lake Forest Park Municipal Code.	New sign code regulations reflective of recent case law will be in effect.
<ul style="list-style-type: none">• Not adopt the amendments to Chapter 18.52, Signage, of the Lake Forest Park Municipal Code.	The existing sign regulations of the LFPMC will remain in effect.

Staff Recommendation

Adopt the amendments to Chapter 18.52, Signage, of the Lake Forest Park Municipal Code.

Attachment 1 to Sign Code Amendments for May 22, 2025, City Council

Draft Amendments to Chapter 18.52, Signage, of the Lake Forest Park Municipal Code**Chapter 18.52 SIGNAGE**

Sections:

- 18.52.010 Purpose.
- 18.52.020 Definitions.
- 18.52.030 ~~Prohibited~~ ~~Illegal~~ signs and removal.
- 18.52.040 Exemptions from permitting.
- 18.52.045 Temporary signs.
- 18.52.050 Signs in RM and RS zones.
- 18.52.060 Signs permitted in CC and BN zones.
- 18.52.070 Signs permitted in TC zones.
- 18.52.075 Signs in Southern Gateway zones.
- 18.52.080 Signs in the public right-of-way.
- 18.52.090 Permit application and fees.
- 18.52.100 ~~Enforcement~~ Violations.

18.52.010 Purpose.

The purpose of this chapter is to provide regulation of all signage in Lake Forest Park in order to promote and protect the public health, welfare and safety, to protect and promote property values, to protect and promote an aesthetically pleasing physical appearance of the city, to provide for more open space, to protect and promote an attractive business climate in the city and to provide uniformity of appearance in signage and in regulation of signage where appropriate. It is further intended to reduce sign and advertising obstructions and distractions that may contribute to traffic accidents, to reduce visual clutter and to curb the deterioration of natural beauty and community environment.

18.52.020 Definitions.

For purposes of this chapter, the definitions of words and terms shall be as provided in this title, this chapter and as defined in the International Building Code, current edition, as adopted by the state of Washington.

~~A. “Celebration displays” are temporary signs, banners, posters, fluttering devices, balloons, and pennants used solely for the purpose of announcing the opening of a new business, celebration of business anniversaries or announcing major sales. No balloon may exceed three cubic feet. No celebration shall commence prior to the start of the celebration. The notice shall specify the first and last days of the celebration.~~

~~A.B. “Animated sign” means any sign, or any portion of the sign, affected by the movement of air or other atmospheric or mechanical means, or that uses natural or artificial changes of lighting, to depict action or create a special effect or scene. Animated signs include, but are not limited to, flashing signs, inflatable signs, rotating signs, pennants, streamers, balloons, searchlights, spinners, and propellers.~~

~~B. “Awning or canopy sign” means a nonelectric sign that is printed on, painted on, or attached to the vertical surface or flap of an awning or canopy.~~

~~C. “Banner” means a sign composed of flexible material, such as fabric, pliable plastic, or other similar nonrigid material, with no enclosing framework or electrical components and that is supported or anchored on two or more edges or at all four corners, or along either one edge or two corners with weights installed that reduce the reaction of the sign to wind.~~

~~D.B.~~ “Changing message signs” are signs in which a change of message is made by means of moving or digitally changing monochromatic letters, or numbers, or a combinations thereof. Moving or digitally changing the letters or numbers does not make the sign an “animated sign”, such as clocks and electronic signs indicating time, date and temperature. No messages other than date, time and/or temperature are permitted on changing message signs.

~~E.C.~~ “Construction signs” are nonilluminated signs which identify the architects, engineers, planners, contractors or other professional individuals or firms involved with a construction or remodel project or which announce the character or purpose of a project but which do not advertise any product.

F. “Copy” means the graphic content of a sign surface, including, but not limited to, graphics, letters, numbers, figures, symbols, and trademarks.

G. “Exterior signs” means a wall sign, an awning sign or marquee sign, all of which have copy showing on only one side of the sign.

H. “Electronic video signs” are signs that contain electronic video displays similar to or otherwise depicting a television screen.

~~I.D.~~ “Freestanding sign” means a sign standing directly on the ground or having one or more supports standing directly on the ground, and being detached from any building or fence.

J. “Illuminated sign” means a sign with an artificial light source incorporated internally or externally for illuminating the sign.

~~E. “Incidental signs” are signs of a noncommercial nature, without advertising, intended primarily for the convenience of the public, that do not exceed a maximum area of two square feet. Incidental signs include:~~

- ~~1. Nonflashing signs designating street addresses, restrooms, hours of operation, entrances and exits to buildings and parking lots, help wanted signs, bus stop and bus route signs, public telephones and the like;~~
- ~~2. Property control signs such as “no trespassing” signs, “no soliciting” signs, towing signs, “no dumping” signs and the like;~~
- ~~3. Plaques, tablets or inscriptions of an historical character which are an integral part of a building or are attached flat to the face of a building, walkway or street;~~
- ~~4. Newspaper boxes attached to mailbox posts which include the name of the newspaper; and~~
- ~~5. Temporary signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.~~

~~A maximum of two incidental signs per business can include the names and/or logo of the business. Political signs and commercial signs such as yard sale signs, real estate signs and the like are subject to the specific provisions of this chapter relating to them.~~

~~K.F.~~ “Land use notice action signs” are signs notifying the public of proposed site alterations and which are required to be posted.

L. “Lawn sign” means a freestanding sign made of lightweight materials such as cardboard or vinyl that is supported by a frame, pole, or other support structure placed directly in the ground without foundation or other anchors.

M. “Marquee sign” means any sign attached to or supported by a marquee, which is a permanent roof-like projecting structure attached to a building.

N. “Monument sign” means a freestanding sign having the appearance of a solid base that is 100 percent or greater of the sign face width, made of landscape construction materials such as brick, stucco, stonework, textured wood, tile, or textured concrete, which are harmonious with the materials of the primary structure on the subject property.

G. “Noncommercial identity signs” are signs which identify the city, parks, public utility or service districts, places of worship, schools, community recreational clubs and areas and residential communities within the city or provide public service, location or educational information. Identity signs may not be directly illuminated but may have indirect illumination on them. A noncommercial identity sign may not exceed 32 square feet per side or have balloons, flags, festoons, pennants or the like attached. Such signs must be placed upon the property which they identify except as provided in LFPMP 18.52.040(A).

O.H. “Off-premises signs” are any permanent sign, such as a billboard, pedestal, pole, monument, or marquee sign which displays a message which is not incidental to the current use of the property on which it is located.

I. “Open house signs” are signs of an A-frame or sandwich type construction, which may include a real estate company’s name and logo and the words “open house” and having a directional symbol, not exceeding six square feet in size.

P. “Pedestal sign” means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases shall be of a width equal to or greater than 50 percent of the sign width.

Q. “Pole or pylon signs” means freestanding signs supported permanently upon the ground by one or more solid bases, which base or bases are less than 50 percent of the sign width.

J. “Political signs” are signs which advertise or promote a political candidate(s) for public elective office, promote a political party, or promote a position on a public issue or ballot issue. A sign which advertises or promotes a negative position of a political candidate, political party or public issue or ballot issue is a political sign.

K. “Real estate signs” are temporary signs not to exceed six square feet per side, which may be one or two sided, advertising the real estate upon which it is located, or a portion thereof, for sale, lease or rent.

R. “Right-of-way” means land owned, dedicated, or conveyed to the public and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, and land privately owned and used primarily for the movement of vehicles, wheelchair, and pedestrian traffic, so long as such privately owned land has been constructed in compliance with all applicable laws and standards for a public right-of-way.

S.L. “Sandwich board signs” are temporary advertising signs constructed of two boards or other flat-surfaced materials hinged or otherwise connected at one end (i.e., A-frame) which may not exceed six (6) 42 square feet per side and may not exceed four feet in height. Balloons, flags, festoons, pennants, and the like may not be attached to any sandwich board sign. Sandwich board signs must be placed on the ground; they cannot be elevated or suspended above the ground.

M. “Seasonal signs” means reasonable seasonal decorations of a noncommercial nature within an appropriate holiday season or during a festival as long as such seasonal signs are removed promptly at the end of the holiday season or festival.

T.N. “Sign area” means the entire area of a sign on which copy is placed, excluding the sign’s structure, architectural embellishments, and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the sign face containing copy; provided however, for letters or symbols painted or mounted directly on walls and awnings, sign area shall be calculated by measuring the smallest single rectangle which will enclose the combined letters and symbols. If a design or pattern is combined with a sign, only that part of the design or pattern which cannot be distinguished from the sign will be considered as part of the sign area. Sign area for freestanding signs and signs contained entirely within a cabinet and mounted on a wall, roof or monument shall be calculated by measuring the entire area of the cabinet. When calculating sign square footage, the measurement of a

sign's dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.

U.O. "Sign height" means the vertical distance, from the average level of the undisturbed soil at the base of the sign, measured to the highest point of the sign.

V.P. "Signs" are any visible communication device, structure or fixture, stationary or mobile, including supporting and component parts, designed to announce, declare, demonstrate, display, or otherwise identify, advertise, or attract the attention of the public which are visible from any right-of-way, using graphics, letters, figures, symbols, trademarks, pennants, moving or fluttering devices, including balloons, or written copy. Flags, pPainted wall designs, or patterns which do not represent a product, commodity, service or registered trademark, and which do not identify the user, are not signs. Official notices and informational materials erected and maintained in the discharge of a governmental function are not considered signs for the purposes of this chapter. When calculating sign square footage, the measurement of a sign's dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports. A memorial plaque or tablet, or cornerstones indicating the name of a building and date of construction, when cut or carved into any masonry surface or when made of bronze or other incombustible material and made an integral part of the building or structure are not considered signs for purposes of this chapter.

Q. "Special event signs" are signs advertising the occurrence of a community event such as a school bazaar, fundraising car wash, community picnic, etc. There are no size limitations on special event signs. Yard sale signs are not special event signs.

W.R. "Street light banner" is a sign that is made of nonrigid material secured in a rigid frame on all four corners which is placed upon or attached to a street light pole, parking lot pole, or utility pole in a manner that does not create a traffic or other safety hazard.

X. "Temporary signs" means a sign that is not permanently affixed and that is designed for or capable of being moved, except those signs explicitly designed for people to carry on their persons or that are permanently affixed to motor vehicles. Temporary signs include, but are not limited to, sandwich board signs, lawn signs, and similar signs.

Y. "Wall sign" means a sign applied with paint or similar substance on the surface of a wall, a sign attached essentially parallel to and extending not more than 12 inches from the wall of a building, or a sign attached to a roof gable of a building.

S. "Yard sale signs" are any signs which may not exceed six square feet on each of two sides of a temporary nature advertising a garage or yard sale of personal belongings. Home occupations permitted by this title may not utilize yard sale signs to advertise, promote or sell their goods or services.

Z. "Window signs" mean all signs located inside and affixed to a window and intended to be viewed from the exterior of the structure.

*Code reviser's note: Section 2 of Ord. 935 provides as follows: "Sections 18.52.020(R), 18.52.070(K) and 18.52.070(L) shall be repealed effective midnight, December 31, 2007."

18.52.030 Prohibited Illegal signs and removal.

A. General prohibition. Any sign not expressly provided for in this chapter shall be prohibited illegal. All prohibited illegal signs must be removed by the person or entity placing them or by the person, business or entity benefited by the prohibited illegal sign. Said persons or entities are also subject to enforcement proceedings under LFPMC 18.52.100. However, The city of Lake Forest Park may remove any prohibited illegal sign within the right of way its jurisdiction. Signs so removed may be released to the sign owner or other responsible person upon payment of a \$25.00 removal fee. Removed signs which are unclaimed after 30 days may be destroyed by the city. Removal of a prohibited illegal sign by the city does not relieve the person responsible for paying accrued fines under LFPMC 18.52.100,therefor.

B. Specific prohibitions. Unless otherwise provided for in this chapter, no person shall erect, alter, maintain, or relocate any of the following signs in the City:

1. Any animated sign as defined in LFPMP 18.52.020.
2. Any electronic video signs as defined in LFPMP 18.52.020.
3. Any signs that emit smoke, visible particles, odors, and/or sound, except that sound from speakers in signs on the premises of a drive-through facility shall be allowed.
4. Any sign that is dangerous or confusing to motorists and pedestrians, including any sign that by its color, wording, design, location, or illumination resembles or conflicts with any official traffic control device or that otherwise impedes the safe and efficient flow of traffic.
5. No sign may impede free ingress and egress from any sidewalk, pedestrian walkway, door, window, or exit way required by building and fire regulations.
6. Portable signs on wheels (trailer signs) and outdoor electric portable signs.
7. Signs within public property, public easements or structures, including, but not limited to, medians, roundabouts, between lanes of travel, sidewalks, utility poles and cabinets, street light poles, traffic poles and signals, and street trees, except as allowed pursuant to LFPMP 18.52.080.
8. Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of serving as a sign not otherwise allowed by this chapter.
9. Signs erected, constructed, or structurally altered that are required to have a permit for such action and that were erected, constructed, or altered without obtaining a permit for such action.
10. Off-premises signs.

18.52.040 Exemptions from permitting.

A. The following signs and sign related activities are exempt from obtaining a permit pursuant to LFPMP 18.52.090, except as set forth in LFPMP 18.52.050, and except for signs in the right of way, exempt from regulation:

1. Changes to the copy of changeable message signs, provided such changes do not change the material or appearance of the sign as originally permitted by the city.
2. The normal repair and maintenance of conforming or legal nonconforming signs.
3. Temporary signs with a sign area no greater than five (5) square feet in area per side and no more than five (5) feet in height to top of sign.
4. Any sign on a vehicle, unless such vehicle sign is prohibited pursuant to LFPMP 18.52.030.

A. Incidental signs and noncommercial identity signs; provided, that noncommercial identity signs which identify the city or its public parks may be placed in the public right of way.

B. Political signs in all zones except public rights of way; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided; and provided further, that political signs advertising or promoting a political party must be removed within five days after each general election.

C. Seasonal signs.

~~D. Construction signs; provided, that there may not be more than one construction sign on each public right of way upon which the project fronts and not more than two construction signs in total; and provided further, that no construction sign shall exceed 12 square feet in area per side and not more than six feet in height. All construction signs must be removed within one day of initial occupancy or one day of completion of the project; whichever is the last to occur.~~

~~E. Land use action notice signs.~~

~~F. Exterior and interior signs or displays not intended to be visible from streets or public rights of way, signs in the interior of a building not facing a window, window displays and point of purchase advertising displays such as vending machines.~~

~~G. Sculptures, fountains, benches, lighting, mosaics, landscaping and other street furniture which do not incorporate advertising or identification.~~

~~H. Poles erected for the purpose of displaying patriotic flags and such flags.~~

~~I. Real estate and open house signs on private property; provided, that there may not be more than one real estate sign and one open house sign on each public right of way upon which the property fronts and not more than two real estate signs and two open house signs on such property in total; and provided further, that no real estate sign or open house sign shall exceed six square feet in area per side and not more than six feet in height in RM and RS zones and 16 square feet in area per side and not more than six feet in height in CC, BN and TC zones; and provided further, that all real estate signs must be removed within five days of the property being closed, leased or rented, as the case may be, and all open house signs must be removed by 7:00 p.m. of the last day that the property is being shown.~~

~~J. Traffic and pedestrian signs and signals, signs required by law, street and governmental directional signs, official public notices and governmental flags. Other than as set forth, signs of governmental agencies and facilities, including the city of Lake Forest Park, shall comply with this chapter.~~

~~K. Service, fraternal, religious and similar organizations located in the city may erect signs at their cost at the entrances to the city as follows: there shall be one standard jointly shared by all such subject organizations no higher than 10 feet that shall carry all the signs for each subject organization at each principal arterial entrance, and each subject organization's sign, emblem or symbol shall be no more than two square feet per side in sign area. Placement of such standards must be approved in advance by the city's engineer and by the planning director.~~

18.52.045 Temporary signs.

The following provisions apply to all temporary signs displayed within the City, unless otherwise provided in this chapter:

A. Temporary signs must be placed totally within the site/property pursuant to the requirements of this chapter, except when allowed to be placed within the right-of-way under LFPMP 18.52.080.

B. Temporary signs may be made of any durable material, provided that the temporary sign otherwise conforms to the requirements of this chapter. A temporary sign may be of rigid or nonrigid construction.

C. Except as otherwise provided for in this chapter, temporary signs are prohibited from being in the following places:

1. On a roof of a building or structure,
2. On fences,
3. Any location so as to physically obstruct any door or exit from a building,

4. Any location so as to be hazardous to a motorist's or pedestrian's ingress and egress from buildings or parking areas.

5. In the sight-distance triangle, or in any other area which may obstruct the vision of motorists to create a safety hazard.

D Temporary signs shall not be directly or indirectly illuminated.

E. Temporary signs driven into the ground shall be clear of tree roots, irrigation lines and other underground structures that could be damaged.

F. Signs pertaining to an event, occasion, or similar occurrence with a beginning and/or ending date shall be removed within five (5) calendar days after the ending date.

18.52.050 Signs in RM and RS zones.

In all Residential-multifamily and Residential single-family zones, the following sign regulations apply.

A. All residences shall display the postal address of that property. The display may be lighted but not flashing and shall be clearly visible from the public right-of-way. If the display is to be placed upon the residence, the numbers must be no less than four inches in height and of a contrasting color to the residence.

B. Temporary signs are allowed that meet the following criteria:

1. Signs no greater than five (5) square feet in area per side and no more than five (5) feet in height to top of sign may remain on the premises indefinitely; there may be no more than five (5) such signs displayed on the premises at one time.

2. Signs larger than allowed in the preceding paragraph, but no greater than six (6) square feet in area per side and not more than six (6) feet in height may remain displayed on the premises for no more than thirty (30) calendar days in any (1) one- year period; and there may be no more than (1) one sign of this size on the premises at any one time.

~~B. Yard sale signs on private property; provided, that yard sale signs may only be erected one day prior to the first day of the sale and must be removed within 24 hours of the end of the last day of the sale; and provided further, that yard sale signs to be held on any property may not be posted for more than a total of six days per month.~~

C. No home occupation otherwise permitted by this title may erect or post any sign advertising or promoting that home occupation.

D. The following additional signs are permitted in the RM and RS zoned properties zones for nonresidential uses:

1. One exterior sign, lighted or unlighted, ~~nonflashing~~, on the ~~outside wall of the~~ main building, which shall ~~be flat against the wall and~~ have an area of not greater than forty (40) square feet.

2. ~~One A-monument, pole, or pedestal detached~~ sign, lighted or unlighted, ~~nonflashing~~, having an area not greater than thirty (30) square feet per side and a sign height of not more than six (6) feet on which both faces may be utilized. Such signs must be securely mounted on the ground on which they rest. On corner lots, one such sign may be placed facing each street.

3. One changing message sign that is included within one sign allowed by subsection D.1 or D.2 above.

~~E. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner), and off premises signs are prohibited; provided, that such fluttering~~

~~signs are permitted on temporary incidental signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.~~

~~F. Churches are permitted to attach readerboard signs to their outside walls and to place sandwichboard type signs on their property on days of service.~~

~~G. For any zone, the city shall determine the square footage of a sign that is painted on or attached directly to a wall, roof, monument, or support column by its sign area as defined herein. Where a sign is limited to square feet, on one or both sides, square footage shall be determined by sign area.~~

18.52.060 Signs permitted in CC and BN zones.

In Neighborhood Business (BN) and Corridor Commercial (CC) zones, the following sign regulations apply.

A. In BN zones, two ~~single faced or one double faced~~ exterior signs ~~are is~~ permitted, not to exceed a total of sixty (60) square feet per ~~sign side, attached to the building wall and advertising the business conducted therein, or the goods and services available therein.~~

B. In the CC zone, for each street or parking lot on which a business fronts, ~~one exterior a single faced~~ sign ~~on the exterior wall, gable or awning fronting of~~ for that business is permitted. If the exterior sign is on the exterior wall, its size must be the lesser of: (1) 150 square feet per side; or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the CC zone are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign of not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be ~~fewer less~~ than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

C. In both CC and BN zones, one ~~monument sign, pole sign or pedestal sign freestanding~~, single-faced or one double-faced sign not exceeding thirty (30) square feet in area per side and a sign height not exceeding twenty (20) feet ~~is permitted, securely fastened to the ground.~~

D. In both CC and BN zones, one changing message sign is permitted that is included within one sign allowed by subsections A. and C. above.

E. In both CC and BN zones, ~~one temporary sandwich board~~ signs may be placed on the business' property that meet the following criteria: advertising special sale commodities or services and displayed only when the advertised business is open for business.

1. Size shall not exceed six (6) square feet in area per side and not more than six (6) feet in height to top of sign;

2. Signs shall remain displayed on the premises for no more than ninety (90) calendar days in a one-year period; and

3. No more than two such signs shall be displayed on the premises at any one time.

4. Event signs, including grand openings, subject to obtaining a permit pursuant to LFPMC 18.52.090.

F. In both CC and BN zones, signs of any kind in windows viewable from any ~~public~~ right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays.~~

~~G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels~~

~~sign may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.~~

~~G.H.~~ All signs permitted by this section shall ~~be nonflashing, with no movement or simulated movement, except for changing message signs, and shall~~ be located as not to produce glare on neighboring residential properties ~~or interfere with traffic, traffic signals or traffic signs.~~

~~I.~~ Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner) of a permanent nature are prohibited. However, in CC zones, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the business and must be removed at the end of the event or 14 consecutive day period, whichever is shorter.

~~J.~~ Off-premises signs are prohibited.

18.52.070 Signs permitted in TC zones.

The ~~planned shopping center in the~~ TC zone is a unique and visible community resource ~~and structure~~. It is the city's desire that signs in the ~~planned shopping center in the~~ TC zone be aesthetically pleasing, architecturally cohesive ~~with the planned shopping center in the TC zone and with signs of other tenants in the planned shopping center in the TC zone~~, of superior construction, safe for both pedestrian and vehicular traffic and commercially reasonable.

A. In the TC zone, for each street or parking lot on which a business fronts, ~~one exterior a single-faced sign on the exterior wall, gable or awning~~ fronting ~~of~~ that business is permitted. If the exterior sign is on the exterior wall, its size must be the less of (1) 150 square feet per side or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the TC are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign or not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be ~~fewer less~~ than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

B. For businesses that do not front on either a right-of-way or parking lot, one exterior sign per such business shall be allowed. If the exterior sign is on an exterior wall, its size must be seventy-five (75) square feet or less. If the exterior sign is on a gable or awning, its size must be fewer than forty (40) square feet.

~~C.B.~~ Each business in the TC zone may have nonilluminated projecting signs hanging from the soffits but each such sign must provide a minimum of seven feet of clearance from the underlying walkway to the bottom of the sign and no such sign may exceed five square feet per side.

~~D.C.~~ Each business in the TC zone may have a nonilluminated awning on which may be placed signs for that business so long as the total area of those signs does not exceed 45 percent of the facing of the awning.

~~E.D.~~ Signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area ~~except for celebration displays.~~

~~F.E.~~ A ~~planned~~ shopping center in the TC zone may display up to two freestanding ground signs, not in excess of 25 square feet in area per side, identifying the name of the shopping center but not the businesses located therein at Northeast 175th and Ballinger Way Northeast, plus one nonilluminated freestanding ground sign at or near Northeast 175th and Ballinger Way Northeast, not to exceed a sign height of 10 feet and 60 square feet in area per side identifying the businesses located therein, plus a single illuminated or nonilluminated freestanding sign at the main entrance off Bothell Way Northeast, not to exceed a sign height of 30 feet and not more than 300 square feet in area per side, which may include identities of one or more of the businesses located in the shopping center. Any nonilluminated sign permitted in this subsection may, notwithstanding the foregoing, be illuminated by one or more

separate light(s) cast on it from the ground below. The ground signs shall be of a style, material and design as are compatible with the associated buildings. All ground signs and support elements are to be integrated into a single design.

~~G.F.~~ Entrances to buildings ~~in the planned shopping center~~ in the TC zone may have a changing message readerboard signs placed on the walls adjacent to the entrance wall or support columns not to exceed 13.5 square feet identifying only the businesses in that building. Such changing message Readerboard signs shall be limited to two per major public entrance.

H. Temporary signs that meet the following criteria are allowed on the premises:

1. A sign does not exceed six (6) square feet in area per side and is not more than six (6) feet in height to top of sign;
2. Signs remain displayed on the premises for no more than ninety (90) days in any one-year period;
3. Signs shall only be displayed during the hours the business is open to the general public, but in any event no earlier than dawn and no later than dusk;
4. One temporary sign is allowed per business at each vehicular entrance to the lot on which it is located, or if located in a shopping center, at each vehicular entrance to the shopping center;
5. One temporary sign is allowed per business at each pedestrian entrance adjacent to the right-of-way for the lot on which the business is located; or if located in a shopping center, at each pedestrian entrance adjacent to the right-of-way for the shopping center;
6. If the number of signs at a vehicular or pedestrian entrance is impeding free movement or causing a safety issue, the City may remove the problematic sign(s) without prior notice to the business owner.
7. Event signs, including grand openings, are subject to obtaining a permit pursuant to LFPMC 18.52.090.

~~G.~~ For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.

~~L.H.~~ All signs permitted by this section shall be ~~nonflashing, with no movement or simulated movement, except for changing message signs, and shall be~~ located as not to produce glare on neighboring residential properties ~~or interfere with traffic, traffic signals or traffic signs.~~

~~I.~~ Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities of a permanent nature) are prohibited. However, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the shopping center and must be removed at the end of the event or 14 consecutive day period, whichever is shorter.

~~J.~~ Off premises signs are prohibited.

~~K.~~ Temporary sandwich board signs relating to a farmer's market may be permitted for a period not to exceed the operation of the farmer's market, subject to the following requirements:

- ~~1. Signs shall only be displayed during the hours the farmer's market is open to the general public, but in any event no earlier than 8:00 a.m. or later than 7:00 p.m. on the day of the market;~~
- ~~2. A maximum of two signs are allowed at each vehicular entrance of the town center zone, not to exceed a total of seven; and one sign is allowed at the pedestrian entrance at the perimeter of the parking lot adjacent to Bothell Way Northeast and Ballinger Way Northeast;~~

~~3. Signs shall not be directly or indirectly illuminated;~~

~~4. Signs may not block sidewalks or driveways, impede pedestrian or vehicular traffic, or create a hazard to traffic, such as, but not limited to, impeding visibility of oncoming traffic.~~

~~J.L.~~ Streetlight banners may be permitted upon the private light poles within the TC town center zone. Such streetlight banners ~~may not be used to advertise individual businesses, but may be used year-round to highlight seasonal events such as a farmer's market, holiday seasons or other special events within the town center zone~~ are subject to compliance with the following requirements:

1. Banners may be mounted on a total of 25 streetlight poles;
2. Two banners may be mounted on each pole and each banner must not exceed the dimensions of two feet by four feet;
3. All banners must be the same size, thematically consistent, and mounted in identical configurations;
4. Banners shall be installed with the bottom of the banner a minimum of 10 feet above the ground;
5. A banner permit may remain valid as long as the locations and the specifications of the banners and the mounting systems do not change, and so long as the banners are maintained in good condition;
6. Application requirements for a banner permit include:
 - a. Information on the design and construction of the mounting system including any engineering calculations demonstrating the mounting system will support the banner;
 - b. Identification of the location of the private light poles on which the banners will be placed; and
 - c. A schedule that indicates when banners will be installed and changed, ~~which gives preference to farmers' market banners during the farmers' market season.~~

18.52.075 Signs in Southern Gateway zones.

A. Signs in the Southern Gateway – Single-Family Residential (SG-SFR) zone are governed by this chapter and specifically LFPMC 18.52.050 for RM and RS zones.

B. Signs in the Southern Gateway-Corridor (SG-C) zone and Transition (SG-T) zone are governed by this chapter and specifically LFPMC 18.52.070 for the TC zone, as well as the Southern Gateway- corridor and transition zones design guidelines. In the event of a conflict, the design guidelines shall govern.

18.52.080 Signs in the public right-of-way.

~~A. The following signs are permitted in the public right-of-way in Lake Forest Park upon making application for a permit to the planning director; provided, that no sign in a public right-of-way shall create a traffic or other safety hazard; and temporary signs are permitted upon meeting the following conditions:~~

~~1. Signs shall not be placed in medians, traffic islands, roundabouts, or other areas between lanes of travel within the roadway;~~

~~2. Signs shall not be placed on a sidewalk or obstruct pedestrian or wheelchair access to the sidewalk;~~

~~3. For rights-of-way that only have a shoulder and do not have a sidewalk, signs must be placed so that they do not interfere with pedestrian, wheelchair, and bicycle access, or in any other manner that is unsafe for all users;~~

4. Signs shall be placed entirely outside the site distance triangle of a right-of-way corner, curb cut, or drive entrance, and where no curb exists, the sign must be placed outside the roadway a minimum of five (5) feet from the edge of the roadway;

5. Signs shall remain unanchored in any way to trees or to public property including, but not limited to, utility or light poles, utility boxes, street signs, parking meters, fences, pavement, or similar;

6. A sign exempt from permitting by section 18.040 LFPMC because it is no greater than five (5) square feet in area per side and no more than five (5) feet in height to top of sign shall be displayed for ninety (90) days or less in any one-year period, unless a permit is obtained;

7. A sign allowed by permit may not exceed six (6) square feet in area per side and not more than six (6) feet in height, and shall be displayed for thirty (30) days or less in any one-year period.

8. Approval of Abutting Owner. Approval of the abutting property owner is recommended before placing a sign in front of the abutting property owner's property. Approval pertains only to the side of the right-of-way on which the sign is to be located.

9. Event signs, including grand openings, shall be subject to obtaining a permit pursuant to LFPMC 18.52.090.

~~1. Special Event Signs. A maximum of four special event signs may be posted for a maximum of seven days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Special event signs must be removed within 24 hours of the termination of the special event.~~

~~B. The following signs are permitted in the public right-of-way in Lake Forest Park without a permit being required:~~

~~1. Yard Sale Signs. A maximum of two yard sale signs may be posted for a maximum of two days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Yard sale signs shall be removed within 24 hours of the termination of the yard sale.~~

~~2. Real Estate Open House Signs. A maximum of four open house signs per property advertised for a period not to exceed two consecutive days in a calendar month. Such open house signs shall be placed at least three feet from the traveled portion of the right-of-way, shall not be placed on an island, median strip or sidewalk, and shall not create a hazard to traffic. Open house signs shall be permitted to be in place only between the hours of 8:00 a.m. and 7:00 p.m.~~

~~3. Political Signs. Political signs; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided.~~

~~4. Churches may place sandwich-type signs concerning their service on sidewalks on the days of their service.~~

~~C. Signs shall not be located in the right-of-way or placed upon or in any way attached to any street or traffic control sign or utility pole in such a manner as to create a traffic or other safety hazard.~~

~~B.D. Signs are not permitted on other city-owned property or property leased by the city for public purposes such as public parks, trails, open space, or other public space, except those signs placed by the City, which signs shall only display noncommercial copy without the permission of the city.~~

18.52.090 Permit application and fees.

A. Except as provided in this chapter, no person shall erect, alter, or relocate any sign without first receiving an approved sign permit from the City pursuant to the requirements herein. All applications for issuance of permits required by this chapter shall be made to the Community Development Department planning director on forms furnished for that purpose and shall be accompanied by the required fee. The applicable fee shall be as provided in the city's fee schedule. The application shall include the applicant's full name, address, signature, location of the

~~signs, types of goods proposed to be sold if applicable, duration of sale if applicable, together with such other information as the planning director deems appropriate.~~

B. The review and approval of sign permits is a ministerial administrative decision pursuant to Chapter 16.26 LFPMC, as amended.

C. Application Form.

1. Owner permission. If the applicant is not the property owner, then the property owner must be identified and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign permit application and for the installation/posting of the sign on the property owner's property.

2. Building Elevation/Site Plan. Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the location of the sign and drawings or photographs that show the scale of the sign in context with the building. Freestanding signs require a site plan indicating the proposed sign location as it relates to property lines, adjacent streets, and adjacent buildings.

3. Scaled Design Drawing. A colored rendering or scaled drawing is required, including dimensions of all sign faces, and descriptions of materials to be used, including color samples.

4. Scaled Installation Drawing. A scaled drawing is required that includes the sign description, proposed materials, size, weight, a manner of construction, and method of attachment, including all hardware necessary for proper sign installation.

5. Lighting. A drawing indicating the location and fixture type of all exterior lighting, if any, for the proposed sign is required. The drawing shall specify wattage and bulb type to ensure compatibility with the lighting standards in this chapter.

6. Expiration of Permit. A permanent sign approved under a permanent sign permit must be installed within 180 days of issuance of the permit or the sign permit will expire. No sign may be erected if a sign permit has expired.

7. Event signs, including grand openings, are reviewed through the city's special event permit process.

18.52.100 EnforcementViolations.

~~A. A violation of LFPMC 18.52.080 shall be an infraction subject to a fine of \$100.00 a day or portion thereof.~~

~~A.B.~~ A violation of any ~~other~~ section of this chapter shall be ~~a civil~~ infraction subject to a fine of \$25.00 a day or portion thereof, and subject to code enforcement pursuant to Chapter 1.25 LFPMC.

Attachment 2- May 22, 2025 City Council Sign Code Amends

Current Adopted Sign Regulations

Chapter 18.52

SIGNAGE

Sections:

- 18.52.010 Purpose.
- 18.52.020 Definitions.
- 18.52.030 Illegal signs and removal.
- 18.52.040 Exemptions.
- 18.52.050 Signs in RM and RS zones.
- 18.52.060 Signs permitted in CC and BN zones.
- 18.52.070 Signs permitted in TC zones.
- 18.52.080 Signs in the public right-of-way.
- 18.52.090 Permit application and fees.
- 18.52.100 Violations.

18.52.010 Purpose.

The purpose of this chapter is to provide regulation of all signage in Lake Forest Park in order to promote and protect the public health, welfare and safety, to protect and promote property values, to protect and promote an aesthetically pleasing physical appearance of the city, to provide for more open space, to protect and promote an attractive business climate in the city and to provide uniformity of appearance in signage and in regulation of signage where appropriate. It is further intended to reduce sign and advertising obstructions and distractions that may contribute to traffic accidents, to reduce visual clutter and to curb the deterioration of natural beauty and community environment. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

18.52.020 Definitions.*

For purposes of this chapter, the definitions of words and terms shall be as provided in this title, this chapter and as defined in the International Building Code, current edition, as adopted by the state of Washington.

A. “Celebration displays” are temporary signs, banners, posters, fluttering devices, balloons, and pennants used solely for the purpose of announcing the opening of a new business, celebration of business anniversaries or announcing major sales. No balloon may exceed three cubic feet. No celebration shall commence prior to the start of the celebration. The notice shall specify the first and last days of the celebration.

B. “Changing message signs” are signs in which a change of message is made by means of moving or digitally changing letters or numbers or combinations thereof, such as clocks and electronic signs indicating time, date and temperature. No messages other than date, time and/or temperature are permitted on changing message signs.

C. “Construction signs” are nonilluminated signs which identify the architects, engineers, planners, contractors or other professional individuals or firms involved with a construction or remodel project or which announce the character or purpose of a project but which do not advertise any product.

D. “Freestanding sign” means a sign standing directly on the ground or having one or more supports standing directly on the ground, and being detached from any building or fence.

E. “Incidental signs” are signs of a noncommercial nature, without advertising, intended primarily for the convenience of the public, that do not exceed a maximum area of two square feet. Incidental signs include:

1. Nonflashing signs designating street addresses, restrooms, hours of operation, entrances and exits to buildings and parking lots, help wanted signs, bus stop and bus route signs, public telephones and the like;
2. Property control signs such as “no trespassing” signs, “no soliciting” signs, towing signs, “no dumping” signs and the like;
3. Plaques, tablets or inscriptions of an historical character which are an integral part of a building or are attached flat to the face of a building, walkway or street;
4. Newspaper boxes attached to mailbox posts which include the name of the newspaper; and
5. Temporary signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.

A maximum of two incidental signs per business can include the names and/or logo of the business. Political signs and commercial signs such as yard sale signs, real estate signs and the like are subject to the specific provisions of this chapter relating to them.

F. “Land use notice action signs” are signs notifying the public of proposed site alterations and which are required to be posted.

G. “Noncommercial identity signs” are signs which identify the city, parks, public utility or service districts, places of worship, schools, community recreational clubs and areas and residential communities within the city or provide public service, location or educational information. Identity signs may not be directly illuminated but may have indirect illumination on them. A noncommercial identity sign may not exceed 32 square feet per side or have balloons, flags, festoons, pennants or the like attached. Such signs must be placed upon the property which they identify except as provided in LFPMC 18.52.040(A).

H. “Off-premises signs” are any sign, such as a billboard, which displays a message which is not incidental to the current use of the property on which it is located.

I. “Open house signs” are signs of an A-frame or sandwich-type construction, which may include a real estate company’s name and logo and the words “open house” and having a directional symbol, not exceeding six square feet in size.

J. “Political signs” are signs which advertise or promote a political candidate(s) for public elective office, promote a political party, or promote a position on a public issue or ballot issue. A sign which advertises or promotes a negative position of a political candidate, political party or public issue or ballot issue is a political sign.

K. “Real estate signs” are temporary signs not to exceed six square feet per side, which may be one- or two-sided, advertising the real estate upon which it is located, or a portion thereof, for sale, lease or rent.

L. “Sandwich board signs” are advertising signs constructed of two boards or other flat-surfaced materials hinged or otherwise connected at one end (i.e., A-frame) which may not exceed 12 square feet per side. Balloons, flags, festoons, pennants, and the like may not be attached to any sandwich board sign. Sandwich board signs must be placed on the ground; they cannot be elevated or suspended above the ground.

M. “Seasonal signs” means reasonable seasonal decorations of a noncommercial nature within an appropriate holiday season or during a festival as long as such seasonal signs are removed promptly at the end of the holiday season or festival.

N. “Sign area” for letters or symbols painted or mounted directly on walls and awnings shall be calculated by measuring the smallest single rectangle which will enclose the combined letters and symbols. Sign area for freestanding signs and signs contained entirely within a cabinet and mounted on a wall, roof or monument shall be calculated by measuring the entire area of the cabinet. When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.

O. “Sign height” means the vertical distance, from the average level of the undisturbed soil at the base of the sign, measured to the highest point of the sign.

P. “Signs” are any visible communication device, structure or fixture, stationary or mobile, including supporting and component parts, which are visible from any right-of-way, using graphics, letters, figures, symbols, trademarks, pennants, moving or fluttering devices, including balloons, or written copy. Painted wall designs or patterns which do not represent a product, commodity, service or registered trademark, and which do not identify the user, are not signs. Official notices and informational materials erected and maintained in the discharge of a governmental function are not considered signs for the purposes of this chapter. When calculating sign square footage, the measurement of a sign’s dimension shall be only with respect to its physical dimensions and not include the distance it hangs from the ground or the size of its supports.

Q. “Special event signs” are signs advertising the occurrence of a community event such as a school bazaar, fundraising car wash, community picnic, etc. There are no size limitations on special event signs. Yard sale signs are not special event signs.

R. “Street light banner” is a sign that is made of nonrigid material secured in a rigid frame on all four corners which is placed upon or attached to a street light pole or utility pole in a manner that does not create a traffic or other safety hazard.

S. “Yard sale signs” are any signs which may not exceed six square feet on each of two sides of a temporary nature advertising a garage or yard sale of personal belongings. Home occupations permitted by this title may not utilize yard sale signs to advertise, promote or sell their goods or services. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 1, 2000; Ord. 773 § 3, 1999)

*Code reviser’s note: Section 2 of Ord. 935 provides as follows: “Sections 18.52.020(R), 18.52.070(K) and 18.52.070(L) shall be repealed effective midnight, December 31, 2007.”

18.52.030 Illegal signs and removal.

Any sign not expressly provided for in this chapter shall be illegal. All illegal signs must be removed by the person placing them or by the person, business or entity benefited by the illegal sign. However, the city of Lake Forest Park may remove any illegal sign within its jurisdiction. Signs so removed may be released to the sign owner or other responsible person upon payment of a \$25.00 removal fee. Removed signs which are unclaimed after 30 days may be destroyed by the city. Removal of an illegal sign by the city does not relieve the person responsible for paying accrued fines therefor. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

18.52.040 Exemptions.

The following signs are, except as set forth in LFPMP 18.52.050, and except for signs in the right-of-way, exempt from regulation:

A. Incidental signs and noncommercial identity signs; provided, that noncommercial identity signs which identify the city or its public parks may be placed in the public right-of-way.

B. Political signs in all zones except public rights-of-way; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided; and provided further, that political signs advertising or promoting a political party must be removed within five days after each general election.

C. Seasonal signs.

D. Construction signs; provided, that there may not be more than one construction sign on each public right-of-way upon which the project fronts and not more than two construction signs in total; and provided further, that no construction sign shall exceed 12 square feet in area per side and not more than six feet in height. All construction signs must be removed within one day of initial occupancy or one day of completion of the project; whichever is the last to occur.

E. Land use action notice signs.

F. Exterior and interior signs or displays not intended to be visible from streets or public rights-of-way, signs in the interior of a building not facing a window, window displays and point of purchase advertising displays such as vending machines.

G. Sculptures, fountains, benches, lighting, mosaics, landscaping and other street furniture which do not incorporate advertising or identification.

H. Poles erected for the purpose of displaying patriotic flags and such flags.

I. Real estate and open house signs on private property; provided, that there may not be more than one real estate sign and one open house sign on each public right-of-way upon which the property fronts and not more than two real estate signs and two open house signs on such property in total; and provided further, that no real estate sign or open house sign shall exceed six square feet in area per side and not more than six feet in height in RM and RS zones and 16 square feet in area per side and not more than six feet in height in CC, BN and TC zones; and provided further, that all real estate signs must be removed within five days of the property being closed, leased or rented, as the case may be, and all open house signs must be removed by 7:00 p.m. of the last day that the property is being shown.

J. Traffic and pedestrian signs and signals, signs required by law, street and governmental directional signs, official public notices and governmental flags. Other than as set forth, signs of governmental agencies and facilities, including the city of Lake Forest Park, shall comply with this chapter.

K. Service, fraternal, religious and similar organizations located in the city may erect signs at their cost at the entrances to the city as follows: there shall be one standard jointly shared by all such subject organizations no higher than 10 feet that shall carry all the signs for each subject organization at each principal arterial entrance, and each subject organization's sign, emblem or symbol shall be no more than two square feet per side in sign area. Placement of such standards must be approved in advance by the city's engineer and by the planning director. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 2, 2000; Ord. 773 § 3, 1999)

18.52.050 Signs in RM and RS zones.

A. All residences shall display the postal address of that property. The display may be lighted but not flashing and shall be clearly visible from the public right-of-way. If the display is to be placed upon the residence, the numbers must be no less than four inches in height and of a contrasting color to the residence.

B. Yard sale signs on private property; provided, that yard sale signs may only be erected one day prior to the first day of the sale and must be removed within 24 hours of the end of the last day of the sale; and provided further, that yard sale signs to be held on any property may not be posted for more than a total of six days per month.

C. No home occupation otherwise permitted by this title may erect or post any sign advertising or promoting that home occupation.

D. The following additional signs are permitted in RM zoned properties:

1. One sign, lighted or unlighted, nonflashing, on the outside wall of the main building, which shall be flat against the wall and have an area of not greater than 40 square feet.

2. A detached sign, lighted or unlighted, nonflashing, having an area not greater than 30 square feet per side and a sign height of not more than six feet on which both faces may be utilized. Such signs must be securely mounted on the ground on which they rest. On corner lots, one such sign may be placed facing each street.

E. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner), and off-premises signs are prohibited; provided, that such fluttering signs are permitted on temporary incidental signs in RM and RS zones identifying noncommercial events such as private picnics, birthdays and the like.

F. Churches are permitted to attach readerboard signs to their outside walls and to place sandwichboard-type signs on their property on days of service.

G. For any zone, the city shall determine the square footage of a sign that is painted on or attached directly to a wall, roof, monument, or support column by its sign area as defined herein. Where a sign is limited to square feet, on one or both sides, square footage shall be determined by sign area. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

18.52.060 Signs permitted in CC and BN zones.

A. In BN zones, two single-faced or one double-faced sign is permitted, not to exceed a total of 60 square feet per side, attached to the building wall and advertising the business conducted therein, or the goods and services available therein.

B. In the CC zone, for each street or parking lot on which a business fronts, a single-faced sign on the exterior wall, gable or awning fronting of that business is permitted. If the exterior sign is on the exterior wall, its size must be the lesser of: (1) 150 square feet per side; or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the CC zone are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign of not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

C. In both CC and BN zones, one freestanding, single-faced or one double-faced sign not exceeding 30 square feet in area per side and a sign height not exceeding 20 feet, securely fastened to the ground.

D. In both CC and BN zones, one changing message.

E. In both CC and BN zones, one sandwich board sign may be placed on the business' property advertising special sale commodities or services and displayed only when the advertised business is open for business.

F. In both CC and BN zones, signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area except for celebration displays.

G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.

H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.

I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities and a single flag identifying the project or owner) of a permanent nature are prohibited. However, in CC zones, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the business and must be removed at the end of the event or 14-consecutive-day period, whichever is shorter.

J. Off-premises signs are prohibited. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 3, 2000; Ord. 773 § 3, 1999)

18.52.070 Signs permitted in TC zones.

The planned shopping center in the TC zone is a unique and visible community resource and structure. It is the city's desire that signs in the planned shopping center in the TC zone be aesthetically pleasing, architecturally cohesive with the planned shopping center in the TC zone and with signs of other tenants in the planned shopping center in the TC zone, of superior construction, safe for both pedestrian and vehicular traffic and commercially reasonable.

A. In the TC zone, for each street or parking lot on which a business fronts, a single-faced sign on the exterior wall, gable or awning fronting of that business is permitted. If the exterior sign is on the exterior wall, its size must be the less of (1) 150 square feet per side or (2) the greater of that amount in square footage which is a factor of eight tenths (0.8) of that business' linear street or parking lot frontage or 75 square feet per side; provided, that stand-alone buildings in the TC are entitled to signs of not more than 75 square feet per side irrespective of linear frontage; and provided further, that businesses which occupy in excess of 20,000 square feet of space may have a single exterior sign or not more than 250 square feet per side on each street or parking lot frontage. If the exterior sign is on a gable or awning, its size must be less than 40 square feet. Signage entitlements under the foregoing sentence for any frontage may not be counted for entitlement on any other frontage. Businesses that share space must share signage entitlements under this provision.

B. Each business in the TC zone may have nonilluminated projecting signs hanging from the soffits but each such sign must provide a minimum of seven feet of clearance from the underlying walkway to the bottom of the sign and no such sign may exceed five square feet per side.

C. Each business in the TC zone may have a nonilluminated awning on which may be placed signs for that business so long as the total area of those signs does not exceed 45 percent of the facing of the awning.

D. Signs of any kind in windows viewable from any public right-of-way may not cover more than 50 percent of the window area except for celebration displays.

E. A planned shopping center in the TC zone may display up to two freestanding ground signs, not in excess of 25 square feet in area per side, identifying the name of the shopping center but not the businesses located therein at Northeast 175th and Ballinger Way Northeast, plus one nonilluminated freestanding ground sign at or near Northeast 175th and Ballinger Way Northeast, not to exceed a sign height of 10 feet and 60 square feet in area per side identifying the businesses located therein, plus a single illuminated or nonilluminated freestanding sign at the main entrance off Bothell Way Northeast, not to exceed a sign height of 30 feet and not more than 300 square feet in area per side, which may include identities of one or more of the businesses located in the shopping center. Any nonilluminated sign permitted in this subsection may, notwithstanding the foregoing, be illuminated by one or more separate light(s) cast on it from the ground below. The ground signs shall be of a style, material and design as are compatible with the associated buildings. All ground signs and support elements are to be integrated into a single design.

F. Entrances to buildings in the planned shopping center in the TC zone may have readerboard signs placed on the walls adjacent to the entrance wall or support columns not to exceed 13.5 square feet identifying only the businesses in that building. Readerboard signs shall be limited to two per major public entrance.

G. For automobile service stations, a single freestanding fuel price and fuel brand identification sign, which may be lighted but nonflashing, securely anchored to the ground. Additional advertising of car wash services and other fuels sold may be added to the fuel price and fuel brand identification sign but no other message or device may be attached to the fuel price and fuel brand identification sign.

H. All signs permitted by this section shall be nonflashing, with no movement or simulated movement, except for changing message signs, and shall be located as not to produce glare on neighboring residential properties or interfere with traffic, traffic signals or traffic signs.

I. Fluttering signs, including balloons, festoons, pennants and flags (other than official flags of political entities of a permanent nature) are prohibited. However, celebration displays are permitted for periods of no more than 14 consecutive days and a total of four times a year. Celebration displays must be used at the site of the shopping center and must be removed at the end of the event or 14-consecutive-day period, whichever is shorter.

J. Off-premises signs are prohibited.

K. Temporary sandwich board signs relating to a farmer's market may be permitted for a period not to exceed the operation of the farmer's market, subject to the following requirements:

1. Signs shall only be displayed during the hours the farmer's market is open to the general public, but in any event no earlier than 8:00 a.m. or later than 7:00 p.m. on the day of the market;
2. A maximum of two signs are allowed at each vehicular entrance of the town center zone, not to exceed a total of seven; and one sign is allowed at the pedestrian entrance at the perimeter of the parking lot adjacent to Bothell Way Northeast and Ballinger Way Northeast;
3. Signs shall not be directly or indirectly illuminated;
4. Signs may not block sidewalks or driveways, impede pedestrian or vehicular traffic, or create a hazard to traffic, such as, but not limited to, impeding visibility of oncoming traffic.

L. Streetlight banners may be permitted upon the private light poles within the town center zone. Such streetlight banners may not be used to advertise individual businesses, but may be used year- round to highlight seasonal events such a farmer's market, holiday seasons or other special events within the town center zone subject to compliance with the following requirements:

1. Banners may be mounted on a total of 25 streetlight poles;
2. Two banners may be mounted on each pole and each banner must not exceed the dimensions of two feet by four feet;
3. All banners must be the same size, thematically consistent, and mounted in identical configurations;
4. Banners shall be installed with the bottom of the banner a minimum of 10 feet above the ground;
5. A banner permit may remain valid as long as the locations and the specifications of the banners and the mounting systems do not change, and so long as the banners are maintained in good condition;
6. Application requirements for a banner permit include:
 - a. Information on the design and construction of the mounting system including any engineering calculations demonstrating the mounting system will support the banner;
 - b. Identification of the location of the private light poles on which the banners will be placed; and
 - c. A schedule that indicates when banners will be installed and changed, which gives preference to farmers' market banners during the farmers' market season. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 810 § 4, 2000; Ord. 773 § 3, 1999)

18.52.080 Signs in the public right-of-way.

A. The following signs are permitted in the public right-of-way in Lake Forest Park upon making application for a permit to the planning director; provided, that no sign in a public right-of-way shall create a traffic or other safety hazard; and upon the following conditions:

1. Special Event Signs. A maximum of four special event signs may be posted for a maximum of seven days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Special event signs must be removed within 24 hours of the termination of the special event.

B. The following signs are permitted in the public right-of-way in Lake Forest Park without a permit being required:

1. Yard Sale Signs. A maximum of two yard sale signs may be posted for a maximum of two days prior to the event's commencement and upon such other conditions as may be imposed by the planning director. Yard sale signs shall be removed within 24 hours of the termination of the yard sale.
2. Real Estate Open House Signs. A maximum of four open house signs per property advertised for a period not to exceed two consecutive days in a calendar month. Such open house signs shall be placed at least three feet from the traveled portion of the right-of-way, shall not be placed on an island, median strip or sidewalk, and

shall not create a hazard to traffic. Open house signs shall be permitted to be in place only between the hours of 8:00 a.m. and 7:00 p.m.

3. Political Signs. Political signs; provided, that all political signs must be removed within five days of the election in which the political candidate or public issue or ballot issue is decided.

4. Churches may place sandwich-type signs concerning their service on sidewalks on the days of their service.

C. Signs shall not be located in the right-of-way or placed upon or in any way attached to any street or traffic control sign or utility pole in such a manner as to create a traffic or other safety hazard.

D. Signs are not permitted on city-owned property or property leased by the city for public purposes without the permission of the city. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 916, 2004; Ord. 905 § 1, 2004; Ord. 877 § 1, 2002; Ord. 810 § 5, 2000; Ord. 773 § 3, 1999)

18.52.090 Permit application and fees.

All applications for issuance of permits required by this chapter shall be made to the planning director on forms furnished for that purpose and shall be accompanied by the required fee. The applicable fee shall be as provided in the city's fee schedule. The application shall include the applicant's full name, address, signature, location of the signs, types of goods proposed to be sold if applicable, duration of sale if applicable, together with such other information as the planning director deems appropriate. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005; Ord. 905 § 1, 2004; Ord. 773 § 3, 1999)

18.52.100 Violations.

A. A violation of LFPMP 18.52.080 shall be an infraction subject to a fine of \$100.00 a day or portion thereof.

B. A violation of any other section of this chapter shall be an infraction subject to a fine of \$25.00 a day or portion thereof. (Ord. 935 § 1, 2005; Ord. 923 § 1, 2005)

18.66.125 Nonconforming signs.***A. Definitions.**

1. "Illegal sign" means a sign which is not authorized by Chapter 18.52 LFPMC; or a sign which either was not authorized by city ordinance or which was not a nonconforming sign as of the date LFPMC Title 18 was adopted, or a sign which loses its nonconforming permit as provided in this section.
2. A "legal nonconforming sign" is a sign that on the date of its installation complied with all requirements of applicable laws and regulations, but that is not a legal sign under LFPMC Title 18.
3. "Sign owner" means the licensee of the business associated with the sign, or the owner of the sign, or the owner of the property on which the sign is located.

B. Notification of Nonconformity or Illegality.

1. The code administrator shall, as soon as practical, survey the city for signs which do not conform to the requirements of this code. Upon determination that a sign is nonconforming or illegal, the administrator shall use reasonable efforts to notify the sign owner, either personally or in writing, that:
 - a. The sign is nonconforming and that it is or is not eligible for a nonconforming sign permit; or
 - b. The sign is illegal.
2. If, after reasonable inquiry, the identity of the sign owner cannot be determined, the notice shall be affixed conspicuously on the sign or on the premises with which the sign is associated. A file shall be established in the department, and a copy of the notice and certification of posting shall be maintained for records.

C. Nonconforming Sign Permit. Any sign which, on the effective date of the ordinance codified in this code, does not conform with the provisions of this code, but which, on the day before the effective date of this code was a legal or nonconforming sign, may be granted a nonconforming sign permit upon proper application; provided, that temporary or special event signs shall not be permitted as nonconforming signs.

D. Permit for Nonconforming Signs.

1. A nonconforming sign permit is required for each nonconforming sign allowed. The permit shall be obtained by the sign owner within 60 days of notification by the city. Unless it terminates earlier as provided in this section, a permit shall expire at the end of the applicable amortization period prescribed herein.
2. Applications for a nonconforming sign permit shall contain the name and address of the sign owner, identification of the sign(s) to be permitted as nonconforming, the date of installation of the sign(s), and

such other pertinent information as the administrator may require to ensure compliance with this code. The application shall be accompanied by a fee as established by the city council from time to time.

3. Any sign owner who fails to apply for a nonconforming sign permit within the 60-day period of notification by the city shall within six months bring the sign into compliance with this code or have it removed.

E. Illegal Signs – Abatement. An illegal sign is declared to be a public nuisance and may be removed as provided in RCW 47.42.080 as follows:

1. Any sign erected or maintained contrary to the provisions of Chapter 18.52 LFPMP is a public nuisance, and the chief of police shall notify the owner of the property on which the sign is located, by certified mail at his or her last known address, that it constitutes a public nuisance and must comply with the chapter or be removed.

2. An owner who fails to comply with the chapter or remove any such sign within 15 days after being notified to remove the sign is guilty of a misdemeanor. In addition to the penalties imposed by law upon conviction, an order may be entered compelling removal of the sign. Each day the sign is maintained constitutes a separate offense.

3. If the owner of the property upon which it is located is not found or refuses receipt of the notice, the chief of police shall post the sign and property upon which it is located with a notice that the sign constitutes a public nuisance and must be removed. If the sign is not removed within 15 days after such posting, the chief of police shall abate the nuisance and destroy the sign, and for that purpose may enter upon private property without incurring liability for doing so.

4. Any sign erected or maintained on city property or public rights-of-way contrary to city ordinance is a public nuisance, and the chief of police is authorized to remove any such sign without notice.

F. Loss of Nonconforming Status.

1. A nonconforming sign may remain and be used; provided, that the sign must be removed or brought into compliance with all requirements of this code if any of the following occur:

a. There is any change in land use, or in occupancy, or a change in business name, with respect to the business or premises for which the sign was installed;

b. The sign is replaced or it is altered in any manner that is not in compliance with the standards of Chapter 18.52 LFPMP; provided, that a change in copy, panel, or lettering, unrelated to a change regulated in subsection (F)(1)(a) of this section shall not be considered an alteration or replacement;

c. The sign is relocated in a manner that is not in compliance with the standards of Chapter 18.52

LFPMC;

d. A new sign, in addition to the nonconforming sign, is installed on the premises on which the nonconforming sign is located; or

e. The owner of the sign refuses to obtain a permit for the nonconforming sign in accordance with procedures established herein.

2. Upon the occurrence of any of the foregoing, a nonconforming sign permit shall terminate immediately and the sign shall be an illegal sign. The administrator shall notify the sign owner that the sign either must be removed or brought into compliance with this code immediately and a new permit secured.

G. Amortization Period for Nonconforming Signs.

1. Any nonconforming sign permitted under this section may remain permitted and in place for the amortization period authorized by subsection (G)(2) of this section; provided, that such sign does not otherwise lose its nonconforming sign permit. At the expiration of the amortization period, a sign shall be removed or brought into compliance with this code.

2. A nonconforming sign permitted under this section shall be brought into compliance with this code or removed within three years of the date the sign became nonconforming; provided, that the city administrator may upon application extend the compliance period no more than an additional six years upon finding that:

a. The intent and purpose of this section and Chapter 18.52 LFPMC will not be detrimentally affected; and

b. The sign owner has a substantial unamortized investment (excluding cost of maintenance and repair) in the sign.

3. An application for an extension of the amortization period shall be submitted to the city administrator and shall contain the date the sign was installed, records substantiating capital investment in the sign, records establishing amortization of such investment, and such other information as the city administrator may require. Absent records concerning amortization, the city administrator may establish a schedule for unamortized investment, if any, in any commercially reasonable manner. The application shall be accompanied by a fee as established by the city council from time to time.

H. Appeals.

1. A decision with regard to an application for a permit for a nonconforming sign, an application for an extended amortization period, or loss of nonconforming status may be appealed to the city council.

2. The notice of appeal must be filed with the city clerk within 15 days of the effective date of the decision, and it must state with specificity the error or errors claimed. Upon receipt of a complete and timely notice of appeal, the city clerk shall schedule a hearing before the city council no later than 30 days from the date the notice of appeal is received.

3. The appellant shall have the burden of proof and the council shall affirm the city's decision unless it finds that the decision is based upon a clear error of law or that it is not supported by substantial evidence. The city council's decision is the final decision of the city, which may be appealed as provided in Chapter 36.70C RCW.

4. Enforcement action shall be stayed during the appeal period and pending final decision on an appeal.

I. Nonconforming Sign Maintenance and Re-pair. Nothing in this section shall relieve the sign owner from the obligation to maintain any sign in a safe, presentable condition or to make any repairs necessary to achieve such conditions; provided, that such maintenance and repair shall not modify the sign or structure in any way which is not in compliance with the requirements of this code. (Ord. 906 § 1, 2005; Ord. 850 § 1, 2001; Ord. 788 § 1, 2000)

*Code reviser's note: Ordinance No. 788 adds these provisions as Section 18.66.120. The section has been editorially renumbered to prevent duplication of numbering.

Attachment 4 for the May 22, 2025, City Council Sign Code Amendments**ORDINANCE NO. 25-1308****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 18.52 OF THE LAKE FOREST PARK MUNICIPAL CODE, SIGNAGE, TO BRING THE SIGN CODE INTO COMPLIANCE WITH RECENT LEGAL DECISIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake Forest Park (“City”) has enacted sign regulations in order to promote and protect the public health, welfare and safety; to protect and promote property values; to protect and promote an aesthetically pleasing physical appearance of the City; to provide for more open space; to protect and promote an attractive business climate in the City; to provide uniformity of appearance in signage where appropriate; to reduce sign and advertising obstructions and distractions that may contribute to traffic accidents; to reduce visual clutter; and to curb the deterioration of natural beauty and community environment; and

WHEREAS, the U.S. Supreme Court in the 2015 decision *Reed v. Gilbert* held that a local government’s sign code that treats various categories of signs differently based on the information they convey violates the First Amendment of the U.S. Constitution; and

WHEREAS, the Court’s decision in *Reed* as well as subsequent lower courts’ interpretations of the decision have prompted most local governments to review their sign codes and amend content-based regulations in their sign codes; and

WHEREAS, staff and the Planning Commission reviewed the City’s existing sign regulations in Chapter 18.52 of the Lake Forest Park Municipal Code (LFPMP) to identify how best to respond to *Reed* and lower court decisions; and

WHEREAS, the Planning Commission held public meetings to consider possible amendments to Chapter 18.52 LFPMP, completed a review and draft amendments to the city’s adopted sign code, held a public hearing, received input from the community, and forwarded a recommendation in 2023 to the City Council; and

WHEREAS, in accordance with the requirements set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce (Commerce) notice of the City’s intent to adopt the proposed amendments on October 18, 2024, and received notice that the Department had granted expedited review on October 22, 2024, and no comments were received by Commerce for City review; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (DNS) was issued by the City’s SEPA Responsible Official on February 6, 2025; and

WHEREAS, no appeal was timely filed for the February 6, 2025, threshold determination (DNS) and no public comments were received by the City specific to environmental review; and

WHEREAS, the City Council held public meetings to review amendments to Chapter 18.52 LFPMC on December 24, 2023, April 22 and June 13, 2024, and March 27, April 21, May 22, and June XX, 2025; and

WHEREAS, the City Council held a public hearing on May 22, 2025, regarding the proposed ordinance.

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends Chapter 18.52 of the Lake Forest Park Municipal Code, Signage, as provided in **Exhibit A** attached hereto.

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 the Lake Forest Park City Council this XXX day of XXX, 2025.

APPROVED:

Tom French

Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

CITY OF LAKE FOREST PARK
CITY COUNCIL JOINT MEETING WITH SHORELINE SCHOOL DISTRICT BOARD MINUTES
May 8, 2025

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

City Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Paula Goode, John Lebo, Semra Riddle, and Ellyn Saunders

City Councilmembers absent: none

School Board Directors present: Sara Betnel, Board President; Silvia Gil, Board Vice President; Dr. Sarah Cohen; Izzy Frain, Student Representative

School Board Directors absent: Emily Williams, Meghan Jernigan; Student Representatives: Aiden Rouhani, Mitchel Ichinkhorloo, Paige Eaton

City Staff present: Tom French, Mayor; Matt McLean, City Clerk

Others present: Susana Reyes, Shoreline School District Superintendent
2 visitors

CALL TO ORDER

Mayor French called the May 8, 2025, joint meeting to order at 6:00 p.m.

INTRODUCTIONS & GOAL OF MEETING

Board Directors & Councilmembers introduced themselves.

Deputy Mayor Furutani shared the goal for the meeting – to develop a stronger relationship between City Council and the School District.

DISCUSSION TOPICS

School Traffic Safety

Mayor French opened a discussion on school traffic safety.

Youth & Family Support Services

Superintendent Reyes opened a discussion on Youth and Family support services.

1 **ADJOURNMENT**

2
3 There being no further business, the meeting adjourned at 6:55 p.m.

4
5
6
7 _____
8 Thomas French, Mayor

9
10
11 _____
12 Matt McLean, City Clerk

DRAFT

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
May 8, 2025

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

Councilmembers present: Tracy Furutani, Deputy Mayor; Paula Goode, Larry Goldman, Jon Lebo, Semra Riddle, Ellyn Saunders

Councilmembers absent: none

Staff present: Tom French, Mayor; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Rebecca Dickinson, Public Works Director; Mark Hofman, Community Development Director; Jennifer Grant, Municipal Court Judge; Katie Phillips, Project Manager; Diego Zanella, Police Commander; Ross Adams, Police Commander; Matt McLean, City Clerk

Others present: Dr. Kelly Kinnison, CEO, King County Regional Homelessness Authority
26 visitors

CALL TO ORDER

Mayor French called the May 8, 2025, City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor French led the Pledge of Allegiance.

ADOPTION OF AGENDA

Deputy Mayor Furutani moved to amend the agenda moving item 7.A, King County Regional Homelessness Authority Presentation, to follow item 7.C. **Cmbr. Riddle seconded. The motion to approve the agenda as amended carried unanimously.**

PUBLIC COMMENTS

Mayor French invited comments from the audience.

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

FINAL CONFIRMATION

John Drew shared remarks about his application to be a Planning Commissioner and responded to questions from the Council.

Deputy Mayor Furutani moved to appoint John Drew to Position 8 on the Planning Commission for a partial term. **Cmbr. Lebo seconded. The motion to appoint John Drew to the Planning Commission carried unanimously.**

PROCLAMATIONS

Cmbr. Goldman read a proclamation recognizing May 11-17, 2025 as National Police Week and May 15, 2025 as Peace Officers Memorial Day.

Cmbr. Lebo read a proclamation recognizing May 17-23, 2025 as National Safe Boating & Paddling Week.

Cmbr. Riddle read a proclamation recognizing May 18-24, 2025 as National Public Works Week.

PRESENTATIONS

Honoring and Thanking Jason Becker – Police Department Sergeant

Chief Harden gave a brief presentation on the life and career of Sergeant Becker and presented tokens of recognition and appreciation upon his retirement.

Promotion of Police Department Officer Jayson Benson to Sergeant

Chief Harden gave a brief presentation recognizing Officer Benson and his promotion to sergeant.

Judge Grant gave the oath of office to Sergeant Benson.

King County Regional Homelessness Authority (KCRHA)

Dr. Kelly Kinnison, CEO of KCRHA, gave a presentation on the current work of KCRHA and answered questions from the Council.

Police Department 2024 Annual Report

Chief Harden presented the Police Department 2024 Annual Report and responded to questions.

Mayor French called for a six-minute recess.

1 CONSENT CALENDAR

2
3 **Cmbr. Riddle moved** to approve the Consent Calendar. **Deputy Mayor Furutani**
4 **seconded. The motion to approve the Consent Calendar carried unanimously.**

- 5
6 A. April 21, 2025 Committee of the Whole Meeting Notes
7 B. April 24, 2025 City Council Regular Meeting Minutes
8 C. Accounts Payable dated 5/8/2025 Claim Fund Check Nos. 87606 through 87657 in the
9 amount of \$868,878.39, a VOID Check No. 87567, a 4/23/2025 Direct Deposit
10 transaction in the amount of \$202,911.61, a 4/8/2025 Payroll Fund ACH transaction in
11 the amount of \$212,373.28, and a 4/23/2025 Payroll Fund ACH transaction in the
12 amount of \$168,834.35. Additional approved transactions: State of Washington,
13 \$1,540.80; State of Washington, \$10,344.05; US Bank, \$43,442.23. Total approved claim
14 fund transactions: \$1,508,324.71.

15 ORDINANCES AND RESOLUTIONS FOR DISCUSSION

16 17 18 **RESOLUTION 25-2015/Authorizing the Mayor to Sign Amendment No. 3 to the Professional** 19 **Services Contract Agreement AG-21-002 with Transportation Solutions, Inc. for the SR** 20 **104/40th Place NE Roundabout Project**

21
22 Project Manager Phillips gave a brief presentation and responded to questions.

23
24 **Cmbr. Riddle moved** to waive the three-touch rule regarding Resolution 25-
25 2015/Authorizing the Mayor to Sign Amendment No. 3 to the Professional Services
26 Contract Agreement AG-21-002 with Transportation Solutions, Inc. for the SR 104/40th
27 Place NE Roundabout Project. **Deputy Mayor Furutani seconded. The motion to waive**
28 **the three-touch rule carried unanimously.**

29
30 **Cmbr. Riddle moved** to approve Resolution 25-2015. **Deputy Mayor Furutani seconded.**
31 **The motion to approve Resolution 25-2015 carried unanimously.**

32 ORDINANCES AND RESOLUTIONS FOR ACTION

33 34 35 **RESOLUTION 25-2016/Authorizing the Mayor to Sign the Water Resource Inventory Area 8** 36 **(WRIA 8) Interlocal Agreement Renewal 2026-2035**

37
38 Director Hofman gave a brief presentation.

39
40 **Deputy Mayor Furutani moved** to approve Resolution 25-2016/Authorizing the Mayor
41 to Sign the Water Resource Inventory Area 8 Interlocal Agreement Renewal 2026-2035.
42 **Cmbr. Goode seconded. The motion to approve Resolution 25-2016 carried**
43 **unanimously.**

OTHER BUSINESS

Community Development permit tracking software update to iWorQ

Director Hofman gave a brief presentation and responded to questions regarding permit tracking software and a proposed upcoming change.

This will be brought back at future meetings.

COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS

Mayor French gave a brief report.

ADJOURNMENT

There being no further business, Mayor French adjourned the meeting at 9:46 p.m.

Tom French, Mayor

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL MEETING MINUTES
May 12, 2025

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

City Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Paula Goode, John Lebo, and Semra Riddle

City Councilmembers absent: Ellyn Saunders

City Staff present: Tom French, Mayor; Phil Hill, City Administrator; Kim Adams Pratt, City Attorney; Matt McLean, City Clerk

Others present: 3 visitors

CALL TO ORDER

Mayor French called the May 12, 2025, special meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor French led the pledge of allegiance.

ADOPTION OF THE AGENDA

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

DISCUSSION TOPICS

Authorizing the Mayor to direct the administration to begin the processes needed to fill the vacant City Council position per the City's Governance Manual

Attorney Pratt gave a brief presentation with an overview of the State law (RCWs) governing filling a vacant Council seat as well as the City's Governance Manual.

Attorney Pratt and Clerk McLean responded to Council questions.

Deputy Mayor Furutani moved to authorize the Mayor to direct the Administration to begin the processes needed to fill the vacant City Council position per the City's Governance Manual. **Cmbr. Riddle seconded. The motion carried unanimously.**

1 ***Application process and setting deadlines for filling the Council vacancy***

2
3 Deputy Mayor Furutani opened and led a discussion on determining interview questions for
4 candidates for the vacant Council seat.

5
6 The deadline was set for applications to be turned in by the end of the day on May 27, 2025.
7 The Council will review and determine applicants at a special meeting on May 29, 2025, with
8 interviews scheduled on June 4 and 5, 2025.

9
10 **ADJOURNMENT**

11
12 There being no further business, the meeting adjourned at 8:35 p.m.

13
14
15
16 _____
17 Thomas French, Mayor

18
19
20 _____
21 Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
5/22/25

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, an Accounts Payable Dated 5/22/25 CLAIM FUND Check Nos. 87658 through 87716 in the amount of \$304,076.34, VOID Check Nos. 87636 and 87654, and a 5/08/25 DIRECT DEPOSIT transaction in the amount of \$213,567.64 are approved for payment this 22nd day of May 2025.

Additional approved transactions are:
ACH transaction Invoice Cloud in the amount of \$2,659.20

Total approved claim fund transactions: \$520,303.18

City Clerk

Mayor

Finance Committee

Bank Reconciliation

Section 8, ItemD.

Checks by Date

User: sschindele

Printed: 05/15/2025 - 12:54PM

Bank Accounts: Operatin

System:

Cleared and Not Cleared Checks

Check Date: From 05/22/2025 To 05/22/2025

Print ACH Checks: True



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/22/2025	Invoice Cloud		AP		2,659.20
87658	5/22/2025	All Battery Sales & Service Inc.		AP		157.17
87659	5/22/2025	Amazon Capital Services Inc		AP		61.26
87660	5/22/2025	American Traffic Solutions Inc.		AP		79,404.00
87661	5/22/2025	Aurora Rents, Inc.		AP		125.83
87662	5/22/2025	Beavers Northwest		AP		3,781.91
87663	5/22/2025	Brandon Carlsrud		AP		271.76
87664	5/22/2025	Bright Idea Shops		AP		3,381.00
87665	5/22/2025	Century Link		AP		107.07
87666	5/22/2025	Cintas First Aid & Safety		AP		232.40
87667	5/22/2025	City of Lake Forest Park		AP		479.49
87668	5/22/2025	City of Normandy Park		AP		2,070.64
87669	5/22/2025	Code Publishing Company		AP		71.15
87670	5/22/2025	Conсор North America, Inc.		AP		60,181.04
87671	5/22/2025	DataQuest, LLC		AP		274.50
87672	5/22/2025	EASL, Inc		AP		8,000.00
87673	5/22/2025	Drue Eppig		AP		202.97
87674	5/22/2025	Facet, Inc.		AP		45,397.80
87675	5/22/2025	Galls, LLC		AP		774.98
87676	5/22/2025	John E. Galt		AP		773.50
87677	5/22/2025	Attn: Accounts Receivable GCP WW H		AP		259.02
87678	5/22/2025	Warner and Marina Gee		AP		254.97
87679	5/22/2025	Gordon Thomas Honeywell Gov't. Affa		AP		3,245.00
87680	5/22/2025	Gray & Osborne, Inc.		AP		10,321.12
87681	5/22/2025	Cassandra Howard		AP		120.46
87682	5/22/2025	Imaging Spectrum, Inc.		AP		670.97
87683	5/22/2025	Industrial Chem Labs & Services Inc		AP		153.88
87684	5/22/2025	James Santerelli Enterprises		AP		285.70
87685	5/22/2025	Jet City Printing, Inc.		AP		99.28
87686	5/22/2025	Amanda Johnson		AP		173.60
87687	5/22/2025	Johnston Group, LLC		AP		3,925.00
87688	5/22/2025	King County Finance		AP		313.90
87689	5/22/2025	King County Finance		AP		132.85
87690	5/22/2025	King County Pet License		AP		125.00
87691	5/22/2025	Lake Forest Park Water Dist		AP		1,667.33
87692	5/22/2025	Loomis		AP		505.33
87693	5/22/2025	Madrona Law Group, PLLC		AP		13,709.00
87694	5/22/2025	Mold Inspection Services		AP		1,643.00
87695	5/22/2025	Navia Benefit Solutions		AP		300.00
87696	5/22/2025	Michelle Newman		AP		203.94
87697	5/22/2025	OEG, Inc dba Pride Electric		AP		2,194.97
87698	5/22/2025	Office Depot, Inc.		AP		1,160.68
87699	5/22/2025	Pacific Office Automation		AP		540.72
87700	5/22/2025	Puget Sound Energy		AP		751.60

Check No	Check Date	Name	Comment	Module	Clear Date	Section 8, ItemD.
87701	5/22/2025	R&R Start Towing Inc		AP		328.48
87702	5/22/2025	SAFEbuilt Washington, LLC		AP		13,104.55
87703	5/22/2025	SCJ Alliance		AP		6,683.75
87704	5/22/2025	Secure Court Solutions LLC		AP		868.00
87705	5/22/2025	Snohomish Co Sheriff's Office		AP		17,969.09
87706	5/22/2025	State Treasurer's Office		AP		9,506.27
87707	5/22/2025	Transpo Group USA Inc		AP		1,797.50
87708	5/22/2025	Tree 133 LLC -PMB 506		AP		34.60
87709	5/22/2025	Utilities Underground Location Ctr.		AP		66.15
87710	5/22/2025	Frank Walters		AP		125.95
87711	5/22/2025	Washington State Department of Licens		AP		258.00
87712	5/22/2025	Washington State Patrol		AP		150.00
87713	5/22/2025	Waste Management Northwest		AP		2,842.79
87714	5/22/2025	William Wiegat		AP		1,233.59
87715	5/22/2025	Diego Zancella		AP		33.04
87716	5/22/2025	Katie Phillips		AP		568.79
Total Check Count:						60
Total Check Amount:						306,735.54

Accounts Payable

Check Register Totals Only

User: sschindele
 Printed: 5/15/2025 - 11:58 AM
 Batch: 00022.05.2025 - AP 05.22.25



Section 8, ItemD.

Check	Date	Vendor No	Vendor Name	Amount	Voucher
87658	05/22/2025	ALLBATT	All Battery Sales & Service Inc.	157.17	87,658
87659	05/22/2025	AMAZON	Amazon Capital Services Inc	61.26	87,659
87660	05/22/2025	AMERTRAF	American Traffic Solutions Inc.	79,404.00	87,660
87661	05/22/2025	AURORARE	Aurora Rents, Inc.	125.83	87,661
87662	05/22/2025	BEAVERS	Beavers Northwest	3,781.91	87,662
87663	05/22/2025	BRANDONC	Brandon Carlsrud	271.76	87,663
87664	05/22/2025	BRIGHTID	Bright Idea Shops	3,381.00	87,664
87665	05/22/2025	CENTURY2	Century Link	107.07	87,665
87666	05/22/2025	CINTASFI	Cintas First Aid & Safety	232.40	87,666
87667	05/22/2025	LFPPD	City of Lake Forest Park	479.49	87,667
87668	05/22/2025	NORMANDY	City of Normandy Park	2,070.64	87,668
87669	05/22/2025	CODEPUB	Code Publishing Company	71.15	87,669
87670	05/22/2025	CONSOR	Conсор North America, Inc.	60,181.04	87,670
87671	05/22/2025	DATAQUES	DataQuest, LLC	274.50	87,671
87672	05/22/2025	EASLINC	EASL, Inc	8,000.00	87,672
87673	05/22/2025	EPPIGD	Drue Eppig	202.97	87,673
87674	05/22/2025	WATERSHE	Facet, Inc.	45,397.80	87,674
87675	05/22/2025	GALLS	Galls, LLC	774.98	87,675
87676	05/22/2025	GALTJ	John E. Galt	773.50	87,676
87677	05/22/2025	WHISTLE	Attn: Accounts Receivable GCP WW	259.02	87,677
87678	05/22/2025	UB*00733	Warner and Marina Gee	254.97	87,678
87679	05/22/2025	GORDONTH	Gordon Thomas Honeywell Gov't. Aff	3,245.00	87,679
87680	05/22/2025	GRAY&OS	Gray & Osborne, Inc.	10,321.12	87,680
87681	05/22/2025	HOWARDC	Cassandra Howard	120.46	87,681
87682	05/22/2025	IMAGSPEC	Imaging Spectrum, Inc.	670.97	87,682
87683	05/22/2025	INDUSTRC	Industrial Chem Labs & Services Inc	153.88	87,683
87684	05/22/2025	CONFIDAT	James Santerelli Enterprises	285.70	87,684
87685	05/22/2025	JETCITY	Jet City Printing, Inc.	99.28	87,685
87686	05/22/2025	JOHNSONA	Amanda Johnson	173.60	87,686
87687	05/22/2025	JOHNSTON	Johnston Group, LLC	3,925.00	87,687
87688	05/22/2025	KCADMIN	King County Finance	313.90	87,688
87689	05/22/2025	KCVICTIM	King County Finance	132.85	87,689
87690	05/22/2025	KCPET	King County Pet License	125.00	87,690
87691	05/22/2025	LFPWATER	Lake Forest Park Water Dist	1,667.33	87,691
87692	05/22/2025	LOOMIS	Loomis	505.33	87,692
87693	05/22/2025	MadroLaw	Madrona Law Group, PLLC	13,709.00	87,693
87694	05/22/2025	MOLDINSS	Mold Inspection Services	1,643.00	87,694
87695	05/22/2025	NAVIA-1	Navia Benefit Solutions	300.00	87,695
87696	05/22/2025	NEWMANM	Michelle Newman	203.94	87,696
87697	05/22/2025	PRIDEELE	OEG, Inc dba Pride Electric	2,194.97	87,697
87698	05/22/2025	OFFICEDE	Office Depot, Inc.	1,160.68	87,698
87699	05/22/2025	PACOFFA	Pacific Office Automation	540.72	87,699
87700	05/22/2025	PSE	Puget Sound Energy	751.60	87,700
87701	05/22/2025	R&RSTART	R&R Start Towing Inc	328.48	87,701
87702	05/22/2025	SAFEBUIW	SAFEbuilt Washington, LLC	13,104.55	87,702
87703	05/22/2025	SCJALL	SCJ Alliance	6,683.75	87,703
87704	05/22/2025	SECURECO	Secure Court Solutions LLC	868.00	87,704
87705	05/22/2025	SNOCOBED	Snohomish Co Sheriff's Office	17,969.09	87,705
87706	05/22/2025	STATEFIN	State Treasurer's Office	9,506.27	87,706
87707	05/22/2025	TRANSP0	Transpo Group USA Inc	1,797.50	87,707

Check	Date	Vendor No	Vendor Name	Amount	Section 8, ItemD.
87708	05/22/2025	BT-Tree	Tree 133 LLC -PMB 506	34.60	87,708
87709	05/22/2025	UTILUND	Utilities Underground Location Ctr.	66.15	87,709
87710	05/22/2025	UB*00734	Frank Walters	125.95	87,710
87711	05/22/2025	DEPTLICC	Washington State Department of Licer	258.00	87,711
87712	05/22/2025	WSPBCK	Washington State Patrol	150.00	87,712
87713	05/22/2025	WASTEMGT	Waste Management Northwest	2,842.79	87,713
87714	05/22/2025	WIEGHATW	William Wieghat	1,233.59	87,714
87715	05/22/2025	ZANELLAD	Diego Zanella	33.04	87,715
Check Total:				303,507.55	

Bank Reconciliation

Section 8, ItemD.

Checks by Date

User: sschindele

Printed: 05/15/2025 - 12:42PM

Bank Accounts: PPOperat

System:

Cleared and Not Cleared Checks

Check Date: From 05/08/2025 To 05/08/2025

Print ACH Checks: True



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/8/2025		DD 00508.05.2025	PR		213,567.64
Total Check Count:						1
Total Check Amount:						213,567.64



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	May 22, 2025
Originating Department	Municipal Services Department
Contact Person	Matt McLean, City Clerk
Title	Resolution 25-2017/Authorizing the Mayor to sign a contract with Canon, U.S.A., Inc. for the Laserfiche Document Solution

Legislative History

- First Presentation2025-2026 Biannual Budget
 - Second PresentationApril 17, 2025 Budget and Finance Committee
 - Third PresentationMay 22, 2025 Regular Meeting
-

Attachments:

1. Resolution 25-2017
 2. Canon MSSA & Order Schedule
 3. Order Schedule Addendum
 4. Statement of Work
-

Executive Summary

The proposed resolution authorizes the Mayor to execute the Master Sales and Services Agreement with Canon U.S.A., Inc., and related documents, to acquire and implement Laserfiche Cloud, a city-wide document and records-management solution. The contract establishes a 60-month subscription and includes professional services for implementation and data migration.

Background

The City’s existing record-keeping practices rely on disparate network drives and paper archives, which complicates information retrieval and public-records-request processing. After evaluating multiple vendors, staff recommends Laserfiche Cloud for its compliance, workflow, and scalability features. The

contract pricing is based on the University of California cooperative agreement (UC Agreement 2020002755) and consists of a one-time implementation fee of \$18,615.60 and a first-year subscription of \$14,280, with subsequent annual increases capped at 5%.

Fiscal & Policy Implications

Total first-biennium (2025-2026) cost is \$47,343. This license cost is currently budgeted in the Court’s budget at \$41,000. There will be a need to do a budget amendment in the future to cover the additional difference. Annual subscription renewals will be budgeted in future biennia.

Alternatives

Options	Results
<ul style="list-style-type: none">Approve the Resolution	Staff will work implementing the Laserfiche solution for all departments
<ul style="list-style-type: none">Decline or postpone approval	Staff will look for other solutions

Staff Recommendation

Approve Resolution 25-2017 authorizing the Mayor to sign the contract with Canon, U.S.A., Inc. for the Laserfiche Document Solution system.

RESOLUTION NO. 25-2017**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CANON U.S.A., INC. FOR THE PURCHASE AND IMPLEMENTATION OF A LASERFICHE CLOUD DOCUMENT MANAGEMENT SYSTEM**

WHEREAS, the City of Lake Forest Park (“City”) currently lacks an integrated enterprise content and records management solution, resulting in inefficiencies, difficulty locating records, and increased public-records-request response times; and

WHEREAS, the City Council identified acquisition of a modern, cloud-based document management system as a 2025–2026 biennial budget priority; and

WHEREAS, City staff evaluated available solutions and determined that Laserfiche Cloud, offered through Canon U.S.A., Inc., best meets the City’s functional, security, and records-retention requirements; and

WHEREAS, Canon U.S.A., Inc. provided the City a Master Sales and Services Agreement (MA49364), Order Schedule Transaction No. S21122376, and a related Order Schedule Addendum dated May 6, 2025, setting forth a 60-month subscription with a first-year cost of \$14,280 and a one-time implementation fee of \$18,615.60, with annual subscription increases capped at five percent; and

WHEREAS, public convenience and necessity require the City to enter into the contract to obtain the Laserfiche Cloud solution and associated professional services.

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

Section 1. AUTHORIZATION. The Mayor is hereby authorized to sign, on behalf of the City, the contract materials with Canon U.S.A., Inc. consisting of the Master Sales and Services Agreement MA49364, Order Schedule Transaction No. S21122376, Order Schedule Addendum dated May 6, 2025, Statement of Work, and all documents incorporated therein in substantially the same form as attached hereto as Exhibit A, together with any minor revisions approved by the City Attorney.

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 22nd day of May 2025.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK: May 16, 2025
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2017



Canon U.S.A., Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

MA49364

Salesperson: Michael A. Stuber Order Date: 3/31/2025

Customer ("you"):

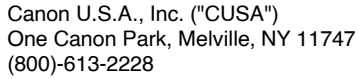
Company: LAKE FOREST PARK CITY OF		
DBA:		
Address: 17425 BALLINGER WAY NE,		
City: LAKE FOREST PARK		County: KING
State: WA	Zip: 98155-5556	Phone #: 206-957-2811
Contact: Matt Mclean		
Email: mmclean@cityofflp.gov		

Applicable Terms and Conditions	Customer Organizational Information
<p>TERMS AND CONDITIONS ARE AVAILABLE AT: MK1.USA.CANON.COM/CUSTOMERDOCUMENTS</p> <p>The CUSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p>Customer Initials</p>	<p>Federal Tax ID Number:</p> <p>Organization type:</p> <p>Address for Notices: Attn: Matt Mclean Address: 17425 BALLINGER WAY NE, Address 2: City: LAKE FOREST PARK State: WA Zip: 98155-5556 Email: mmclean@cityofflp.gov</p>

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CUSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature

Printed Name Title Date



Order Schedule ("Schedule")

Section 8, Item E.

Order Date: 03/31/25

Item Code	Listed Items Description	Qty	Unit Price	Total	Ship To & Maintenance Billing Information
3695V685	LASERFICHE CLOUD PROJECT MANAGEMENT SERVICES BY SHARED OPERATIONS TEAM - 4 HOURS	2	Included	Included	Shipping: 17425 BALLINGER WAY NE Delivery Date:
3695V686	LASERFICHE CLOUD REMOTE IMPLEMENTATION SERVICES BY NCS ENGINEER - 1 HOUR	40	Included	Included	Address 2: City: LAKE FOREST PARK County: KING State: WA Zip: 98155-5556 Primary Customer Contact: Matt Mclean Phone #: 206-957-2811 Email: mmclean@cityofflp.gov Meter Contact: Phone #: Email: IT Contact: Matt Mclean Phone #: 206-957-2811 Email: mmclean@cityofflp.gov Billing: Address 2: City: County: State: Zip: Billing Contact: Phone #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5

Equipment Billing Entity: Canon U.S.A., Inc.

Config: A | 57310400

Date:



Canon U.S.A, Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Software and Cloud Subscriptions Order Schedule ("Schedule") (SLS-915)
Order Schedule, Rider C of Agreement

Section 8, Item E.

Customer: LAKE FOREST PARK CITY OF
Agreement #: MA49364

Transaction #: S21122376

Salesperson: Michael A. Stuber
Order Date: 3/31/2025

Billing Information	Customer Account:	Payment Terms
Company: LAKE FOREST PARK CITY OF DBA: Address: 17425 BALLINGER WAY NE, Address 2: City: LAKE FOREST PARK County: KING State: WA Zip: 98155-5556 Primary Contact: Matt Mclean Tech Contact: Matt Mclean Contact Phone: 206-957-2811 Tech Phone: 206-957-2811 Contact Email: mmclean@cityofflp.gov Tech Email: mmclean@cityofflp.gov		Charges Invoiced by CUSA Invoice Annually (Net 30)
		Subscription Details
		New Subscription Term: 12 Months Auto Renewal

Software and Software Subscription Licensing and Support (Subject to Rider C of the Agreement)

Item Code	Subscription Name	Qty	Price Per Qty	Periodic Payment	# of Covered Units	Units
3842V504	LASERFICHE CLOUD MUNICIPALITY SITE LICENSE - LESS THAN 15,000 CITIZENS W/ BASIC SUPPORT FOR 1 YEAR -	1	\$1,190.00	\$14,280.00	1	BLOCK OF USERS/Year

OC: UNIV OF CA AGREEMENT 2020002755	Software Subscription Subtotal	\$14,280.00
	Sales tax	TBD at invoicing
	Software Subscription Total	\$14,280.00
	Total Periodic Payment	\$14,280.00

THIS ORDER SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT MK1.USA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER SCHEDULE.

Customer's Authorized Signature _____

Printed Name: _____

Title: _____

Date: _____



Subscription Support Services (SLS-910)
Subscription Schedule ("Schedule"), Rider D of Agreement

Section 8, Item E.

Canon U.S.A., Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: LAKE FOREST PARK CITY OF
Agreement #: MA49364

Salesperson: Michael A. Stuber
Transaction #: S21122376
Order date: 03/31/25

Customer ("You")	Customer Account:
Company: LAKE FOREST PARK CITY OF	
Address: 17425 BALLINGER WAY NE, ,	
City: LAKE FOREST PARK	State: WA Zip: 98155-5556
Contact: Matt, Mclean	Phone: 206-957-2811
Email: mmclean@cityofflp.gov	

Alternate Contact: Matt Mclean
Alternate Email: mmclean@cityofflp.gov
Alternate Phone: 206-957-2811

Subscription Support Services

Schedule Term: ☒ 12 Months or ☐ Lease term ☐ Customer P.O. Reference on invoice: _____
Payment terms: ☒ Net 30 ☐ Bill with my CFS Lease Payment ☐ Credit Card (Requires secure credit card authorization form.)

Ordered Qty	Item Code	Description	Price	Extended Price
1	1396V769	SUBSCRIPTION SUPPORT SERVICES 100 UNIT BLOCK	Included	Included
			Total	Included in Purchase
			Sales Tax	TBD at invoicing
			Total Due	Included in Purchase

Subscription Support Services Description	Units / Hour	Minimum Hours Per Engagement
Remote Support Services	3	1
On-Site Support Services	3	4

Subscription Support Services Blocks are utilized at a rate of three (3) unit blocks per hour, with a minimum engagement of one (1) hour. On-Site Support Services require a minimum engagement of four (4) hours and utilization of twelve (12) unit blocks.

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT MK1.USA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

Customer's Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Canon U.S.A., Inc. ("CUSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Section 8, ItemE.

ORDER SCHEDULE ADDENDUM

Related Master Sales and Services Agreement Number: MA49364		Related Order Schedule Transaction Number: S21122376		Related CFS App# N/A	
Customer: LAKE FOREST PARK, CITY OF					
Street Address: 17425 BALLINGER WAY NE			City: LAKE FOREST PARK		State: WA
					Zip: 98155-5556
Products Description: Laserfiche cloud subscription (purchase)					Schedule Term: 60 months

WHEREAS, Canon U.S.A., Inc. ("CUSA"), and the above-described Customer ("you") have determined that it is in their mutual benefit to enter into this Order Schedule Addendum ("Addendum"). This Addendum modifies the terms of the related Order Schedule referenced with the Transaction Number above ("Order Schedule"), issued pursuant to the related Master Sales and Services Agreement ("Master Agreement") above (both collectively the "Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Order Schedule shall be modified as follows:
 - a. **RIDER C [Version #3.1, February 2025]**
 - i. **Section 6. RENEWAL OF SMAS AND SOFTWARE SUBSCRIPTIONS.** The following shall be inserted immediately after the third sentence: "Notwithstanding the foregoing on anything in the Agreement to the contrary, with respect to the Laserfiche subscription acquired under this transaction, annual renewal charges shall increase by no more than five percent (5%) over the previous year's charges, provided the subscription remains in place for the entire term indicated on the Order Schedule."
2. It is expressly agreed by the parties that this Addendum supplements the Agreement for the referenced Order Schedule only, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
4. CUSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CUSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized officials as of the date set forth below, intending to be legally bound hereby.

Canon U.S.A., Inc.

Lake Forest Park, City of

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Statement of Work for:

City of Lake Forest Park

Laserfiche Cloud Project Implementation

Effective Date: 1/29/2025

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Document Revision History

	Version	Date	Description	Authored / Revised By
1	1.0	10/21/2024	Initial version of this document	Ryne Domingo
2	2.0	1/29/2025	Updated format to Canon U.S.A, Inc., Updated "town" to City" within Section 2.1	Ryne Domingo

Technical Review

Title	Date	Reviewers Name (Typed Name or Digital Signature only)	Reviewers ID
PS Manager / Zone Director	10/21/2024	Dmitry Radziuk	D06368
Solutions Analyst			
Implementation Engineer	10/21/2024	Kevin Serio	K01533

1.0 Company Overview

Company Name: City of Lake Forest Park	
Contact Name and Title: Matt McLean, Municipal Services Manager/City Clerk	
Company Address (Main location): 17425 Ballinger Way NE Lake Forest Park, WA 98155-5556	
Number of Locations: 1	Number of users related to the solution: 25

2.0 Project Implementation Overview

This Statement of Work ("SOW") outlines the parameters by which Canon U.S.A., Inc., Inc. and its retained vendors and subcontractors (together, "Canon U.S.A., Inc." or "CUSA") will deliver to City of Lake Forest Park ("Client" or "You") the services for the implementation of this project, which includes project scope, assumptions and governing work processes ("Implementation"), and the Deliverables (as defined hereinafter). As there are different parties involved with the Implementation, specific roles and responsibilities are presented for each of Client and CUSA. Client's acceptance of and agreement with this project is based on Client's execution of the SOW's *Project Acceptance*. This SOW is issued pursuant the terms of the following agreement(s) between you and CUSA: Order Schedule Transaction # S21122376 (the "Order Document"). This SOW is valid for Sixty (60) days from effective date indicated on the cover page.

CUSA estimates that the project Implementation for Client will take approximately 5 days. The solution documented in this SOW may be installed using Professional Services that are delivered, in whole or in part, via remote access. CUSA will provide the remote access method for this purpose - unless Client specifically chooses to provide the remote access method and CUSA agrees that the proposed method is suitable to the solution being implemented. If challenges are encountered using a Client provided remote access method then additional Professional Services fees may be required to cover time expended to overcome these challenges.

The estimated Professional Services time included for this project does not necessarily reflect contiguous work time by CUSA, but rather a complete start to finish estimate of the time required to implement the solution. Should CUSA encounter prolonged delays to the project timeline, changes to the scope, or outside factors that have a material impact on the Implementation, CUSA may either present a Change Order (Appendix A) for consideration by Client for the services and software needed to complete the Implementation or terminate the project altogether. Please note that if a Change Order is issued, Client may incur additional costs/fees; if successful Implementation is not possible, termination of the project will result in Client forfeiting solution Implementation and its associated Professional Services. If the project is terminated due to CUSAs determination (which shall not be unreasonable) that the solution cannot be successfully implemented, CUSA will reimburse Client all unused Subscription Support Service fees previously paid under the Order Document and neither party will have further obligation under this SOW or Order Document.

2.1 Client's Project Goals and Objectives

Following are Client's objectives for this Implementation:

- Organize and logically store documents for multiple City Departments
- Import approximately 500GB of data, see details in Section 2.7
- Configure Records Request process for external users to submit requests
- Provide administrator training

2.2 Proposed Solution

The proposed solution will provide the following features and functionality to meet Client's stated objectives:

The proposed cloud based document management system will utilize a Municipality site license.

The system will include up to 100 full internal user licenses that have full and read-only access to the repository. These users will also be able to add new documents, submit forms, and participate in form-based processes. Licensing also includes all capabilities of the Laserfiche Business tier.

The following Item Codes are needed to install, configure and implment the Laserfiche Cloud solution:

Qty	Item Code	Description
1	3842V504	LASERFICHE CLOUD MUNICIPALITY SITE LICENSE - LESS THAN 15,000 CITIZENS W/ BASIC SUPPORT FOR 1 YEAR - CLXGOV15
2	3695V685	LASERFICHE CLOUD PROJECT MANAGEMENT SERVICES BY SHARED OPERATIONS TEAM - 4 HOURS
40	3695V686	LASERFICHE CLOUD REMOTE IMPLEMENTATION SERVICES BY NCS ENGINEER - 1 HOUR
1	1396V769	SUBSCRIPTION SUPPORT SERVICES 100 UNIT BLOCK

2.3 Login Methods

1. Internal Laserfiche Users

- a. User lists must be provided to CUSA prior to Implementation.
- b. User lists will be formatted as a CSV File and include the following Items:
 - i. First Name
 - ii. Last Name
 - iii. User Name
 - iv. Email Address
 - v. Group
 - vi. License Applied (Participant, Process or Full)

2.4 Proposed Scanning and/or Ingestion Workflow(s)

The proposed Ingestion workflow(s) is outlined below:

1. Drag and Drop

- a. Training to be provided on how users can manually ingest files via Drag and Drop methods
 - i. How to apply a document template and manually enter meta data
 - ii. How to create an import profile

No additional scanning or ingestion workflows scoped at this time. Subscription support services have been included for implementation that has not been scoped yet. Any changes or additions to scope will require a discovery session and a Change Order document.

2.5 Template and Indexing Information

Up to 10 templates total will be created with up to 5 index fields each. Planned folder structure is shown in Figure 2.5.1, however, template information will be provided at the time of implementation.

Figure 2.5.1

Folder Structure	Template Names	Capture Method	Indexes (Method of Entry)
Root\Municipal Services	TBD	Drag-and-Drop	TBD
Root\Finance	TBD	Drag-and-Drop	TBD
Root\Administration	TBD	Drag-and-Drop	TBD
Root\Public Works	TBD	Drag-and-Drop	TBD
Root\Community Development	TBD	Drag-and-Drop	TBD
Root\Court	TBD	Drag-and-Drop	TBD
Root\IT	TBD	Drag-and-Drop	TBD
Root\Police Records	TBD	Drag-and-Drop	TBD

Security Configuration


Folder/Template	User / Group	Permissions				
		Read	Write	Delete	Admin	Advanced
Municipal Services	Municipal Services	X	X	X		
Finance	Finance	X	X	X		
Administration	Administration	X	X	X		
Public Works	Public Works	X	X	X		
Community Development	Community Development	X	X	X		
Court	Court	X	X	X		
Root & IT	IT	X	X	X	X	X
Police Records	Police Records	X	X	X		

2.6 Business Process Workflows (Workflow descriptions and diagrams)

1. Records Request Process

- a. External user submits Records Request form via Laserfiche form
- b. A record of the form submission is stored within the repository
- c. City Records Manager receives an email notification and user task within Laserfiche
- d. City Records Manager has an opportunity to either select records from the repository to share -or- manually upload documents
- e. Once the task is processed, an email is sent to the requestor utilizing their email on the original form submission
- f. The processed form will then be stored within the repository
- a. Workflow Ends

End User Form

 LAKE FOREST PARK
WASHINGTON

Public Records Request

Anonymous Submission

☒ Yes
☐ No

E-mail *

Your email address will be utilized for communicating the status of your request and/or to deliver your requested documents

Requester Type *

☐ Citizen
☐ Attorney/Law Firm
☐ Law Enforcement/Government Agency
☐ Media/Journalist
☐ Public
☐ Other

Type of Records *

☐ 911 Audio
☐ Accident/Traffic Crash Report
☐ Body Camera Video
☐ Case Report
☐ Car Camera Video
☐ Incident Report
☐ Photos
☐ Other (please describe below)

Incident Number

Date/Time of Occurrence

Involved Parties

Please provide the name of the involved parties and/or Officer name (if applicable)

Location

Please be specific as possible by providing an exact address, parcel number, or intersection, etc.

Describe the Records Requested *

Please be specific with your request to narrow our search and respond to you quickly and efficiently.

Preferred Method to Receive Records *

Please note not all public documents are available in electronic format. If the document(s) requested are not available electronically, we will make them available for inspection or by paper copy in accordance with the Public Records Law.

If you have any documents that may assist in responding to your request, please attach here

Drag and drop up to 1 files here to upload or

Choose files

Submit

Internal Records Selection Form

Select and Share requested records within the repository

Once the documents have been shared, please continue with the form

Requester E-mail

rdomingo@csa.canon.com

Please direct share with this address

- **Only Utilize Direct Share**
 - **Email Subject:** Sheriff's Department - Response to Records Request
 - **Email Body:** Please find the link below to your requested records, the link will expire in 7-days. Your request ID is [b21000d0-52fc-4e73-835a-328768c424d1]
 - *If you cannot provide the requested records, please continue with the form without selecting and sharing*
- Outgoing Email Subject/Body to be modified to customer specifications**

The screenshot displays the Laserfiche web interface. At the top, there is a search bar and navigation links for 'Saved Searches' and 'Search Filters'. The main area is titled 'Repository 1' and shows '5 entries'. On the left, a navigation pane lists 'Starred', 'Shared', 'Recent Documents', 'Records Management', and 'Repository 1'. Under 'Repository 1', there are folders: 'Demos', 'Imported Email', 'Proof of Concepts', 'ReplaceLookupTable', 'Test Folder', and 'Recycle Bin'. The central pane shows a list of folders with checkboxes: 'Demos', 'Imported Email', 'Proof of Concepts', 'ReplaceLookupTable', and 'Test Folder'. On the right, a 'Details' panel for 'Repository 1' shows fields: 'Template' (No template assigned), 'Tags' (Add), 'Links' (View links), 'Versions' (Start tracking versions on new documents), 'Modified' (rdomingo@csa.canon.com, 9/13/2024 1:30:49 PM), 'Folder path' (\), 'Location' (Add), and a 'Show advanced' link.

No additional form processes scoped at this time. Subscription support services have been included for implementation that has not been scoped yet. Any changes or additions to scope will require a discovery session and a Change Order document.

2.7 Migration from Existing Solution

Import approximately 500GB of data into Laserfiche. NOTE: Data to be imported must be in a local windows folder for CUSA to import. Data will be imported in its current format. Templates will not be automatically assigned. Once imported, the information can be moved/organized further by end users. The import will not be monitored by CUSA 24/7, but will be checked periodically.

3.0 Client Environment for which the Solution is Designed

The proposed solution is designed for following environment:

- a. See section 6.0 for system requirements

4.0 Project Stakeholders

The following table includes but is not intended to be an exclusive list of approved CUSA and Client project stakeholders. The parties may update the list of project Stakeholders from time to time as appropriate.

Name	Title	Phone / Email	Function
Michael Stuber	Account Executive	206.694.1829 mstuber@cusa.canon.com	<ul style="list-style-type: none"> Functions as the account manager and primary sales contact for Client
To Be Determined	Project Manager	To Be Determined	<ul style="list-style-type: none"> Assumes daily responsibility for the activities of the CUSA resources and serve as the primary liaison for communication and management Develops and maintains the Implementation plan, manages issues, provides time and labor cost estimates, and maintains staffing at proper levels
To Be Determined	Implementation Engineer	To Be Determined	<ul style="list-style-type: none"> Lead Implementation contact who is responsible for the Implementation, testing, and training of the solution
Matt McLean	Municipal Services Manager/City Clerk	206.957.2811 mmcLean@cityofflp.gov	<ul style="list-style-type: none"> Primary Client contact
Michael Southern	Solutions Analyst	208.755.6319 msouthern@cusa.canon.com	<ul style="list-style-type: none"> CUSA Presales
Jeff Hoffman	Advisor, Solutions	562.285.1761 jhoffman@cusa.canon.com	<ul style="list-style-type: none"> CUSA Presales
Ryne Domingo	Solutions Analyst	904.302.4343 rdomingo@cusa.canon.com	<ul style="list-style-type: none"> CUSA Presales

5.0 Implementation and Deliverables

The following describes the deliverables ("Deliverables"), to be provided under this SOW, and the Implementation process and its various stages, to be used by CUSA, and Client's responsibilities therefor.

#	Description
1	Implementation Kickoff Meeting: <ol style="list-style-type: none"> Review and validate Client high level requirements and planned use of proposed solution. Communicate and collect all required information, resources and access permissions needed for successful solution Implementation. Identify the Subject Matter Experts (SMEs) and verify their availability; e.g. systems administrators, data base administrators, network engineers, and end-users. Schedule the Implementation activities to minimize Client business disruptions.
2	Solution Installation and Configuration (Deliverable #1): <ol style="list-style-type: none"> Configure Laserfiche Users via spreadsheet upload. Spreadsheet to be provided by customer, formatted as outlined in documentation: https://doc.laserfiche.com/laserfiche.documentation/en-us/Default.htm#BatchImportLFUsers.htm?TocPath=Account%2520Administration%257CManaging%2520Users%2520%257C4 Configure Laserfiche Cloud Security <ol style="list-style-type: none"> Create users per client requirements Setup basic security users and groups. Category security will be set at time of creation as noted in Section 2.5 Create and Configure Laserfiche Template and Folder structure as detailed in Section 2.5 <ol style="list-style-type: none"> Gather Template and Folder Prerequisites from SOW Create new Templates in Management under Metadata Section Create folders in Documents Section Create Index fields as outlined in SOW Configure Document Retention for new Folder Setup security for category and assign users and groups Import data as outlined in Section 2.7 Configure and test Records Request workflow as outlined in section 2.6 Test Exporting/emailing/printing documents from Laserfiche Web Client
3	Solution Testing (Deliverable #2): <ol style="list-style-type: none"> CUSA will informally test and verify the functionality of the solution during installation and configuration. <p>NOTE: If Client requires their test plan to be utilized for the solution testing, then this plan must be submitted to CUSA for approval prior to signing this SOW (Section 6.0 Project Acceptance).</p>
4	Training (Deliverable #3): <p>CUSA will provide the following training related to this solution:</p> <ol style="list-style-type: none"> One (1) session of up to 2 hours of Administrator Training. One (1) session of up to 2 hours of End User Training. <p>NOTE: Client staff who receive the End User Training will be responsible for training other staff within the environment on the use of the solution.</p>

	<p>NOTE: Training will be provided immediately following Solution Testing. Any request to post-pone the Training by Client may be subject to a Change Order.</p> <p>NOTE: Please see Appendix B of this SOW for the Training Agenda.</p>
5	<p>Documentation and Support Escalation (Deliverable #4):</p> <ol style="list-style-type: none">1. CUSA will provide an Implementation Summary Report.2. CUSA will instruct Client on its Post-Implementation Support escalation process (Section 5.0).

5.1 Client's Implementation Responsibilities

<ol style="list-style-type: none">1. Client will have all necessary hardware and systems patched with the latest software/firmware updates prior to the beginning of the Implementation.2. Client will provide all necessary resources, personnel physical/network access, and associated permissions to their systems, servers, firewalls, network infrastructure, and physical locations, as needed, in order to install and configure the proposed solution in a timely fashion and in accordance with the agreed upon project timeline.3. Client is responsible for the installation, configuration, and utilization of any anti-virus or malware software on the systems/servers that they will provide for the proposed solution.4. Client is responsible for the installation, configuration, and utilization of any backup or disaster recovery software on the systems/servers that they will provide for the proposed solution.
--

6.0 System Requirements

Software Requirements

Laserfiche Documents can be viewed using any of the following Web browsers: Microsoft Edge, Firefox, Chrome, and Safari for Mac OS and iOS.

The **Microsoft Office Integration** requires the following specifications:

- Microsoft Office: Microsoft Office 2013, Microsoft Office 2016, and Microsoft Office 2019

Laserfiche Scanning requires the following specifications:

- CPU: Intel Pentium 4, Opteron, or Athlon 64, or more recent processor (2.4 GHz processor)
- Memory: 1 GB RAM or more
- Operating system: Microsoft Windows 8.1 and Windows 10

Manual can be found:

https://doc.laserfiche.com/laserfiche.documentation/english/docs/Default.htm#WelcomeToLaserfiche.htm%3FTocPath%3DWelcome%2520to%2520Laserfiche%7C_0

Laserfiche Windows Client Recommended Specifications

This section lists the recommended specifications for the computer on which Laserfiche Windows Client will be installed. For the minimum requirements for the Windows client, see the [Preinstallation Checklists](#) topic. Recommended specifications for the Laserfiche Administration Console are the same as for the Windows client.

Recommended specifications:

- **CPU:** Intel or AMD processor (at least 2.4 GHz)
- **Memory:** 1 GB RAM or more
- **Operating system:** Windows 8.1, Windows 10, Windows Server 2016, Windows Server 2019
- **Recommended specifications for performing OCR:**
- **CPU:** Intel or AMD processor (at least 2.8 GHz)
- **Memory:** 2 GB RAM or more

Laserfiche Connector specifications

This section contains the information you'll need to successfully install Laserfiche Connector.

System requirements

- CPU: 2.93GHz or faster processor
- Memory: 4GB
- Operating system: Windows 8.1, Windows 10, Windows Server 2016, and Windows Server 2019

Software requirements

- .NET 4.8
- Microsoft Edge WebView2
- Microsoft Visual C++ 2015-2019 Redistributable (x86) -14.28.29325
- Microsoft Visual C++ 2015-2019 Redistributable (x64) -14.28.29325
- Laserfiche Server version 10 or later
- Laserfiche web client version 10 or later
- Laserfiche WebLink 9.0 or later
- Laserfiche Scanning 10 or later
- Laserfiche Workflow 10 or later
- Laserfiche Directory Server 10.4.5 or later

To integrate Laserfiche Connector with a web application

- Internet Explorer: versions 11
- Firefox: the latest version (auto-updated)
- Chrome: the latest version (auto-updated)
- Microsoft Edge based on Chromium: the latest version (auto-updated)

To integrate Laserfiche Connector with a Java Application on a Windows system

- Java Runtime Environment (JRE): versions 6 update 21 or Later
- Java Development Kit (JDK): versions 6 update 21 or Later
- Java Access Bridge (JAB): version 2.0.2 or later enabled

Laserfiche Quick Fields Specifications

System Requirements

Quick Fields Server (Administration Console), Quick Fields, and Quick Fields Scanning Minimum Requirements

CPU: 2.4 GHz processor

- Memory: 2 GB RAM
- Operating system:
 - Windows Server 2016
 - Windows Server 2019
 - Windows Server 2022
 - Windows 11
 - Windows 10

Note: The Laserfiche Server is only supported on x64 versions of your Windows operating system. In addition, production implementations of the Laserfiche Server should be installed on Windows Server operating systems; non-server operating systems are supported for testing and demonstration purposes.

Software Requirements

Quick Fields, Quick Fields Scanning, and Quick Fields Agent

Windows Components

- Microsoft .NET Framework 4.8: Installed with Quick Fields and Quick Fields Scanning

Laserfiche Components

- Laserfiche Server 10.4 and later
- Quick Fields Server 10.3 and later

Note: Quick Fields performs best with Laserfiche Server 11 and later.

Note: Quick Fields 11 fully supports the Federal Information Processing Standard (FIPS).

Quick Fields Server (Administration Console)

Windows Components

- Microsoft .NET Framework 4.8: Installed with the Quick Fields Server
- Internet Information Services (IIS) and the following components
 - IIS Static Content
 - ASP.NET 4.8 with Windows Authentication feature enabled
- Microsoft SQL Server 2014 SP3, Microsoft SQL Server 2016, Microsoft SQL Server 2017 or Microsoft SQL Server 2019.

Microsoft SQL Server 2022 Internet Browsers

You will need an internet browser to access the Quick Fields Administration Console. The following browsers are supported:

- Google Chrome (Latest Version)
- Mozilla Firefox (Latest Version)
- Microsoft Edge (Latest Version)

Laserfiche Import Agent Requirements

System Requirements

The system requirements for the computer hosting Import Agent are listed below.

CPU:

- Minimum: 1.8 GHz processor; 64-bit Windows operating system
- Recommended: Quad-core 2.8 GHz processor or faster; 64-bit Windows operating system

Memory:

- Minimum: 1 GB RAM
- Recommended: 2 GB RAM or more

Operating System:

- Windows 11
- Windows Server 2022
- Windows Server 2019
- Windows Server 2016
- Windows 10

Software Requirements

- Import Agent supports Laserfiche Server 10.4 or later. Import Agent does not need to be installed on the computer hosting the Laserfiche Server.
- Laserfiche Email Archive supports Laserfiche Server 10.4 or later. Laserfiche Email Archive does not need to be installed on the computer hosting the Laserfiche Server.
- .NET Framework 4.8 or later
- Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030
- Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030
- Microsoft Visual C++ Redistributable for Visual Studio 2015-2022 (x64) -14.34.31938
- Microsoft Visual C++ Redistributable for Visual Studio 2015-2022 (x86) -14.34.31938

Service Limits

Service limits are enforced to help prevent unintentional resource exhaustion, like infinite loops created in a workflow. If you exceed the service limit for a legitimate reason, please ask to have your limits adjusted. The service limits on a demo or trial account are roughly a quarter of the limits of the standard account described below.

Service	Limit
Process Automation Limits	
Email	You can send up to: <ul style="list-style-type: none"> • 100,000 emails per month You cannot send additional emails once you hit the limit.
Email Attachment	You can add attachments to emails with an aggregate size of up to: <ul style="list-style-type: none"> • 100 GB per month Process automation does not send attachments that exceed this limit.
Email Notification	You can receive up to: <ul style="list-style-type: none"> • 100,000 notifications per day • 10,000 notifications per hour
Resource	For any resource type, you can create up to: <ul style="list-style-type: none"> • 1,000 objects For example, you can create up to 1,000 workflow definitions and 1,000 decision table rules.
Workflow Limits	
Instance	You can run up to: <ul style="list-style-type: none"> • 300,000 workflow instances per day • 25,000 workflow instances per hour
Activity	You can run up to: <ul style="list-style-type: none"> • 10,000 activities for a single workflow instance Once the instance reaches the limit, the instance is terminated.
Iteration Loop	You can repeat activities up to: <ul style="list-style-type: none"> • 500 times
Invoke Workflow	The Invoke Workflow activity can be called: <ul style="list-style-type: none"> • 100 times within one workflow <p>A workflow that is started from the Invoke Workflow activity can itself start other workflows. The total maximum number of workflows that can be called is:</p> <ul style="list-style-type: none"> • 500 per initial workflow
Business process limits	
Process loop	You can have a process loop up to: <ul style="list-style-type: none"> • 50 times

Logo File Size	The size of your logo is limited to: <ul style="list-style-type: none"> 1000 KB in size
Portal Download	The end user can download submission data from the confirmation page up to: <ul style="list-style-type: none"> 15 times
Portal Email	The end user can email submission data from the confirmation page up to: <ul style="list-style-type: none"> 15 times
Portal Page Load	A public portal form can be loaded at a rate of up to: <ul style="list-style-type: none"> 50 times per second
Bots limits	
Bots	You can have: <ul style="list-style-type: none"> Unlimited bots 1 bot running at a time per worker One worker is provided out of the box, and more can be purchased.
Workers	One worker is provided, more can be purchased.
Starting event limits	
Active Conditional Event	You can have up to: <ul style="list-style-type: none"> 25 active conditional starting events Once you reach the limit, you must delete or disable an active conditional starting event before you can add another one.
Event Condition	You can have up to: <ul style="list-style-type: none"> 16 conditions for each condition starting event Once you reach the limit, you must delete a condition before you can add another one.
Integration limits	
Remote Agent	You can have at most 2 remote agents. Each remote agent can have up to: <ul style="list-style-type: none"> 4 queues 3 workers
Work Items per Queue	You can have up to: <ul style="list-style-type: none"> 100,000 work items
Remote Agent Log Retention	The troubleshooting log for a remote agent is retained for up to: <ul style="list-style-type: none"> 90 days
Lookup Table import limits for the source Excel or CSV file	
Maximum number of rows	10,000 rows
Maximum number of columns	100 columns
Maximum column text length	512 characters
Maximum file size	5 MB

7.0 Post-Implementation Maintenance and Support

The solution implemented by this SOW is transitioned to the Maintenance and Support stage upon completion of the Deliverables (Section 3.0). CUSA's Standard Solution Support program provides the ability to obtain support for the duration of Client's software support contract by calling:

Canon U.S.A., Inc. Help Desk

1-800-355-1385

Monday – Friday (8:30 AM to 8:00 PM EST)

All requests for support MUST be initiated through the above CUSA Help Desk 1-800# where initial troubleshooting and diagnosis will be conducted by a Technical Support Technician. Standard Solution Support will provide the following:

- Remote troubleshooting and diagnosis of error conditions and anomalies
- Incident escalation to appropriate support and engineering resources within CUSA and its partners
- Software Bug Fix/Hotfix (Remote Implementation included)
- Software version update (Implementation not included)

If troubleshooting by a Technical Support Technician determines that onsite support is required to remediate the reported incident, then CUSA can escalate the incident to have an Implementation Engineer (local to the account) assist with the resolution.

Any incidents identified as being caused by modifications to the environment (network, Operating System, or application – including, but not limited to configuration changes, component upgrades, data modifications and hardware replacement) by Client DURING or AFTER the initial solution Implementation, either intentional or unintentional, may be billable and subject to Professional Services fees to resolve the issue.

7.5 Washington State Public Records Act

CUSA acknowledges that Client is a state of Washington municipality and is subject to Chapter 42.56 RCW, the Public Records Act ("PRA"), and that under the PRA Client is required to disclose Public Records unless those public records are subject to a specific exemption in the PRA. This document is a Public Record under the PRA. The requirements of the PRA will control over the footnote on each page of this document referring to disclosure of this SOW.

8.0 Project Acceptance

Execution of signatures below by authorized representatives of Client and of CUSA indicates acceptance of the terms of the SOW, including its *Terms and Conditions*.

Client Acceptance

City of Lake Forest Park

Company Name

Signature

Date

Print Name

Print Title

Canon U.S.A., Inc. Acceptance

Signature

Date

Print Name

Print Title

Terms and Conditions

1. Scope; Terms and Conditions

The following terms and conditions are applicable to this SOW between You and Canon U.S.A., Inc. (CUSA), (including CUSA's retained vendors and subcontractors pursuant to Section 2.a hereof), and supplement and control the terms and conditions of the applicable Order Document. For purposes hereof, the SOW shall be deemed a "Listed Item" under the Order Document if such defined term is used therein. Equipment, hardware, software or consumables acquired from CUSA in conjunction with this SOW may be governed by other agreements, but not by this SOW; and as such, your payment and other obligations under such other agreements are not dependent in any way upon CUSA's performance of this SOW.

2. Standard Implementation Assumptions

In order to successfully implement the SOW, CUSA has relied upon, and You hereby acknowledge these key assumptions:

- a. CUSA's Implementation personnel may consist of CUSA's authorized employees and/or retained third party vendors and subcontractors. In such event, CUSA assumes sole responsibility to Client for the Implementation set forth in this SOW. Services and products outside the scope of such Implementation are outside the scope of these terms and conditions.
- b. You will allow Implementation Stakeholders accompanied or badged access to the Implementation-relevant areas. Except as otherwise set forth in the SOW, CUSA will perform the Implementation during CUSA's normal business hours (8:30 AM to 5:00 PM (local time), Monday through Friday, excluding CUSA holidays).
- c. Implementation Stakeholders will have administrative access to all servers and domains necessary for the Implementation either directly or by proxy.
- d. With regard to any "shrink-wrap" or "click-wrap" acceptance required of an end user license agreement ("EULA"), software as a service or other subscription agreements ("SA") and/or software maintenance agreement ("SMA") for software associated with the SOW, You hereby authorize CUSA to accept same on Your behalf (e.g., by clicking the "I ACCEPT" button of the EULA, SA or SMA). You agree to comply with the terms of the EULA, SA and SMA, which, unless otherwise set forth herein shall solely govern as to the matters contained therein. EULAs, SAs, and SMAs are available at <https://mk1.usa.canon.com/SMA-EULA>
- e. CUSA will not be liable for any loss of data during or as a result of the Implementation. CUSA assumes all data that could be affected by the Implementation has been backed up by You and covered by Your recovery procedure.
- f. All software supplied by You for use in the Implementation is properly licensed to You.
- g. Any changes to this SOW, including as to Implementation outside of CUSA's normal business hours, must be made in writing in accordance with Section 4 below and Appendix A (Change Order Form).
- h. There is no commitment for ongoing support expressed or implied by the SOW unless specifically noted in this SOW. Any additional requests for CUSA's services after this Implementation's completion may be subject to additional charges on a time and materials basis or may be the subject of an applicable software maintenance agreement or subscription support services agreement.
- i. Any work product not specifically listed in this SOW is considered out of scope. Services that are out of scope will be addressed through CUSA's Implementation change order procedure. (See Section 4 below and Appendix A)
- j. It is Client's responsibility to ensure that its resources are capable and available to assist CUSA during the course of the Implementation to ensure timely completion of the Deliverables. This includes but is not limited to Client personnel, resources for designing, building, testing, and implementing, and staff for the training of personnel.
- k. Client will assign a dedicated point of contact to act in the role of Implementation manager. He or she will work in tandem with CUSA to facilitate communication and proper execution throughout the lifecycle of the Implementation.
- l. If a change in resources is required during the course of the Implementation, CUSA will work with the Client's assigned Implementation manager to facilitate the transition. CUSA will ensure that resources with the appropriate technical skill set will be properly aligned with the requirements of the engagement.

- m. If stated in Implementation Stakeholders, CUSA will provide internal Implementation management for the project or appropriate portion thereof.
- n. In cases where the required system information is not available or able to be determined by Client resources, CUSA will issue a Change Order to extend the requirements gathering activities to collect the required information.
- o. Client will make all commercially reasonable attempts to respond to all requests for information in writing within two (2) business days.
- p. If Client has its own process for managing change or otherwise is aware of internal factors that might delay the completion of this Implementation, Client will inform CUSA prior to the initiation of this Implementation.
- q. Changes in these assumptions may result in a scope change, which may cause You to incur additional professional services fees or delays in the delivery schedule.

3. Standard Dependencies and External Requirements

Deliverables may be predicated on certain additional information, external deliverables or agreements. In order to successfully fulfill the requirements of the SOW, no additional required documentation (other than the Order Document) are incorporated into and made part of the SOW.

4. Implementation Change Order Procedure

- a. Once a change condition is identified, there are three (3) steps involved with Implementation Change Management:
 - i. Your submittal of Change Order form (Appendix A)
 - ii. CUSA's approval / rejection of the Change Order
 - iii. Modification / Adjustment of Implementation if required
- b. The Change Order form is executed by You with CUSA's assistance. CUSA evaluates Change Orders individually for their overall impact on the Implementation's constraints. CUSA will work with Your Implementation manager to communicate these changes and acquire the required approvals for any costs related to Change Orders. For work CUSA performs outside its normal business hours, you acknowledge the following conditions: (i) minimum engagement of four (4) hours; (ii) work typically billed in a minimum of one (1) hour increments; and (iii) hourly services billed at multiples of one and one-half (1.5x) for Monday-Friday after-hours and double (2x) for Saturdays, Sundays and Holidays.

5. Completion Criteria

CUSA will have fulfilled its obligations under the SOW when one (1) of the following first occurs:

- a. CUSA completes the Deliverables, or,
- b. You terminate the SOW for reasons beyond the control of CUSA.

6. Implementation Fees

CUSA will invoice You per the terms and conditions of the associated Order Document. The parties acknowledge the Project Implementation fee was established on the scope of effort presented to CUSA during initial discovery discussions. In the event additional material requirements are uncovered during the detailed discovery or Implementation execution, CUSA will require Customer consider a Change Order in accordance with Section 4 hereof and Appendix A (Change Order Form). Customer may use pre purchased Professional Services hour for this engagement. If the number of hours defined in the SOW exceed the number of available hours, Customer may choose to purchase an additional bank of hours via a Professional Services bundle or provide a purchase order or equivalent to make up for the difference in hours available.

7. Period of Performance

The approximate time to complete the Implementation is an estimate and is subject to revision. Should CUSA encounter challenges to the scope or outside factors that have a material impact on the Implementation, CUSA will present a Change Order for the services and software needed to complete the job in accordance with Section 4 hereof and Appendix A (Change Order Form).

8. Implementation Scheduling & Change Policy

- a. CUSA will endeavor to work diligently with You to accommodate reasonable schedule requirements. On-site work must be scheduled with a three (3) week minimum advance notice.

- b. CUSA recognizes circumstances may arise necessitating the rescheduling of the SOW Implementation. Schedule changes requested more than fifteen (15) business days prior to the scheduled Implementation date will be accommodated with no charge to You. As CUSA must reserve engineering resources in anticipation of the requested Implementation date, scheduling changes requested within fifteen (15) business days of the scheduled Implementation date are subject to a fee of up to, and including, the full cost of the associated professional service fees and travel costs.

9. Limited Warranty and Limitation of Liability

- a. CUSA makes no warranty for proper functioning of equipment or software supplied by You including, but not limited to: PCs, workstations, servers, networks, etc.
- b. CUSA warrants its workmanship on the Deliverables for a period of one hundred and eighty (180) days from the date such services are rendered. This warranty applies only to the original installation by CUSA and does not include alterations or modifications initiated by You or failure of equipment or software not provided by CUSA. Your sole remedy under this SOW shall be that CUSA shall attempt to correct any deficiencies in the Deliverables that are brought to CUSA's attention in writing within the one hundred and eighty (180) day period after completion of the Deliverables; provided, that CUSA shall not be responsible for correcting any deficiencies to the extent caused by your failure to satisfy your responsibilities set forth herein in this SOW (and set forth in any collateral EULA, SMA, or SA) or by any failure of assumptions in the SOW that are outside of CUSA's reasonable control.
- c. THE SERVICES PERFORMED UNDER THIS AGREEMENT ARE ADVISORY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED EXCEPT AS SET FORTH IN THIS SOW. CUSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF EQUIPMENT OR SOFTWARE. CUSA SHALL NOT BE LIABLE FOR INJURY OR PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CUSA'S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT. CUSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT, SOFTWARE OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS SOW OR THE DELIVERABLES, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CUSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Ownership of Deliverables.

- a. All Deliverables and other recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information provided to Client by CUSA or in the course of performing the services hereunder (collectively, the "PS Property") are the property of and confidential information of CUSA, and, subject to Section (b) below, are non-exclusively licensed by CUSA to Client solely for internal use by Client and subject to the limitations of any applicable EULA, SA or SMA, where the PS Property involves changes or additions to or configuration of software.
- b. The PS Property, and all other written information received by one party (the "Receiving Party") from the other party (the "Disclosing Party") that is clearly marked, stamped, or designated as "confidential" or equivalent, and/or that relates to the Disclosing Party's nonpublic business strategy, the identity of its clients, technical data, and software or hardware designs, specifications, or configurations, shall in each case be considered confidential information of the Disclosing Party. For a period of three (3) years from the date of this SOW, the Receiving Party shall use commercially reasonable efforts to refrain from disclosing such confidential information to anyone but its employees or independent contractors under an obligation of confidentiality to the Receiving Party and who have a need to know such confidential information; provided, that Client shall in any event refrain from disclosing confidential information outside of its organization, including to consultants in or suppliers of third party imaging software, without CUSA's express written consent. The Receiving Party shall have no obligation with respect to information claimed to be confidential to the Disclosing Party in the event such information is disclosed or released to the public through no fault of the Receiving Party, was rightfully known by the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party, or is disclosed or released by court order. Provided, however, CUSA acknowledges that Client is a state of Washington municipality and is subject to Chapter 42.56 RCW, the Public Records Act ("PRA"), and that under the PRA Client is required to disclose Public Records unless those public records are subject to a specific exemption in the PRA. This documents is a Public Record under the PRA.

11. Choice of Law.

THIS SOW SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES REGARDING CONFLICT OF LAWS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT ANY SUIT BETWEEN THEM, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN THREE(3) YEARS OF THE DATE THAT THE CLAIM ACCRUES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE COUNTY OF SUFFOLK, STATE OF NEW YORK, IN THE UNITED STATES IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS

SOW. THE PARTIES HEREBY WAIVE ANY OBJECTION TO PERSONAL JURISDICTION, IMPROPER VENUE, OR FORUM NON CONVENIENS IN ANY SUCH ACTION OR PROCEEDING.

12. Entire Agreement.

This SOW and the Order Document, and any schedules or exhibits referenced therein, constitute the entire agreement between Client and CUSA with respect to the performance of the services and, if applicable, the furnishing of Deliverables to Client superseding all previous proposals, oral or written. No amendment or other modification to this SOW shall be effective unless it is in writing and signed by the parties hereto. Only those representations or statements contained in this SOW or in any schedules or exhibits hereto shall be binding upon CUSA as a warranty or otherwise. Client expressly disclaims having relied upon any representation or statement concerning the capabilities of CUSA, or the operation, performance, or specifications of any Deliverables furnished hereunder, except to the extent set forth on the original of this SOW or in any applicable EULA, SA or SMA.

13. Disclaimer

This document is the property of and is proprietary to CUSA. It is not to be disclosed in whole or in part without prior written consent of CUSA, and shall not be duplicated or used in whole or in part, for any purpose other than to evaluate CUSA's proposal, and shall be returned upon request. Provided, however, CUSA acknowledges that Client is a state of Washington municipality and is subject to Chapter 42.56 RCW, the Public Records Act ("PRA"), and that under the PRA Client is required to disclose Public Records unless those public records are subject to a specific exemption in the PRA. This documents is a Public Record under the PRA.

Appendix A: Change Order Form

Change Order #		Change Order Date	
Change Requestor Information			
Company Name	City of Lake Forest Park		
Name & Title			
Phone		Email	
Description of Requested Change			

NOTE: Change Orders must be reviewed and authorized by CUSA for acceptance of the requested change. Changes to the scope of an Implementation may require additional software components and/or Professional Services to make the requested change operational – where this may result in additional costs.

Additional software components required: Yes ☐ No ☐

Additional Professional Services required: Yes ☐ No ☐

Change Authorization Approval

Change authorized for City of Lake Forest Park by:

Print Name

Print Title

Signature

Date

Change authorized for Canon U.S.A., Inc., Inc. by:

Print Name

Print Title

Signature

Date



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	May 22, 2025
Originating Department	Public Works
Contact Person	Katie Phillips, Project Manager
Title	Resolution 25-2019/Authorizing the Mayor to sign the Professional Services Agreement AG-25-028 with HDR Engineering, Inc. for the Electric Vehicle Charging Planning Project

Legislative History

- First Presentation – May 22, 2025, Regular Meeting

Attachments:

1. Resolution 25-2019
2. Professional Services Agreement AG-25-028 with HDR Engineering, Inc.
3. Exhibit A to the Professional Services Agreement AG-25-028

Executive Summary

The Department of Public Works (“DPW”) recommends authorizing the Mayor to sign the Professional Services Agreement AG-25-028 with HDR Engineering, Inc. (“Consultant”) for the Electric Vehicle Charging Planning Project (“Project”). This agreement would allow the City to evaluate electric vehicle charging capacity at City Hall, the Police Department, and the Public Works facility and to adequately plan for possible future electric vehicle charging installations.

Background

DPW put out a Request for Qualifications for the Project and received one Statement of Qualifications from the Consultant. DPW subsequently requested a scope and fee from the Consultant and received Exhibits A and B that are incorporated herewith in Attachment 2. DPW staff have reviewed the Consultant’s scope and fee and have found the proposed scope to meet the criteria of the Project and the proposed fee to be appropriate for the related services.

Fiscal & Policy Implications

The current adopted CIP allocates \$341,000 for electric vehicle charging projects. The value of this Professional Services Agreement AG-25-028 is \$194,488.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Adopt Resolution	The City will execute the PSA AG-25-028 with HDR Engineering, Inc., for the Electric Vehicle Charging Planning Project.
<ul style="list-style-type: none">• No Action	The City will not execute the PSA AG-25-028 with HDR Engineering, Inc., for the Electric Vehicle Charging Planning Project.

Staff Recommendation

Move to adopt Resolution 25-2019 authorizing the Mayor to sign the Professional Services Agreement AG-25-028 with the Consultant for the Project.

RESOLUTION NO. 25-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT AG-25-028 WITH HDR ENGINEERING, INC. FOR THE ELECTRIC VEHICLE CHARGING PLANNING PROJECT.

WHEREAS, the City desires to evaluate electric vehicle charging capacity at City Hall, the Police Department, and the Public Works facility and desires to plan for future electric vehicle charging installation; 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 HDR Engineering, Inc. is qualified and experienced in electric vehicle charging planning; and

WHEREAS, HDR Engineering, Inc. provided the City with a proposal to provide Electric Vehicle Charging Planning services, which City staff has 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. The Mayor is hereby authorized to sign the professional services agreement AG-25-028 with HDR Engineering, 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 _____, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: May 16, 2025
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2019

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Consultant Services with
HDR Engineering, Inc. for Electric Vehicle Charging Planning**

THIS AGREEMENT, AG-25-028, made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and HDR Engineering, Inc. (the "Consultant"), a Nebraska corporation, dated this _____ day of _____ 2025.

Consultant Business: HDR Engineering, Inc.
Consultant Address: 555 110th Avenue NE, Suite 1200
Bellevue, WA 98004
Consultant Phone: (425) 586-5100
Contact Name: Sean Everett
Consultant e-mail: Sean.Everett@hdrinc.com
Federal Employee ID No.: 47-0680568
Authorized City Representative Katie Phillips
for this contract:

WHEREAS, the City desires to evaluate electric vehicle charging capacity at City Hall, the Police Department, and the Public Works facility and desires to plan for future electric vehicle charging installation; 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 HDR Engineering, Inc. is qualified and experienced in electric vehicle charging planning.

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 Electric Vehicle Charging Planning 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 Sean Everett. 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 June 30, 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 one-hundred and ninety-four thousand, four-hundred and eighty-eight dollars (\$194,488.00) 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 within thirty (30) days of City's receipt of invoice and in such manner as described in Exhibit A.

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.

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 Exhibit A. Consultant shall perform all Work with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality. If, after review by the City, the information is found to be not in accordance with the requirements of this Agreement, 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, to the extent arising out of or in connection with the negligence or willful misconduct of Consultant, except for injuries and damages caused by the sole negligence, active negligence, or willful misconduct of the City.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. 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.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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: Katie Phillips
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

HDR Engineering, Inc.
Attn: Sean Everett
555 110th Avenue NE, Suite 1200
Bellevue, WA 98004

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	HDR Engineering, Inc.
By: _____ Mayor	By: _____ Typed/Printed Name: _____ _____
Date: _____	Its _____ Date: _____
ATTEST:	
_____ Matthew McLean, City Clerk Date: _____ _____	
APPROVED AS TO FORM:	
_____ Kim Adams Pratt, City Attorney Date: _____	

Overview Description of Work:

The Consultant will provide electric vehicle (EV) charging planning and engineering services for the City of Lake Forest Park (City) to evaluate EV charging capacity and the options for EV charger installation. The analysis will occur for three separate parking lots: City Hall, Police Department, and Public Works Operations. The analysis will typically include:

- EV charging needs
- Parking and traffic evaluation
- Existing electrical and utility evaluations
- Opinions of cost and funding resources

Task 1.1: Project Management

HDR's Project Manager will participate in monthly project coordination meetings with the City, reviewing the work performed in the previous period and providing a look ahead for upcoming activities and deliverable dates, and assessing the status of open action items.

The Project Manager will coordinate the efforts of HDR while:

- Assisting the City with planning and executing this project beginning in June 2025 through the completion of assessment, which is expected by the end of February 2026 (approximately 8 months).
- Developing and maintaining the project execution schedule.
- Providing document control for HDR deliverables.
- Leading HDR quality control and interdisciplinary interfaces.
- Participating in the project Kickoff Meeting and monthly project update meetings as well as deliverable reviews as outlined in the tasks below.

Task 1.2: Kickoff Meeting

To initiate the work, HDR will coordinate and facilitate a virtual project kickoff meeting with the City and the key project stakeholders. This meeting will be a working session to confirm the work scope and schedule, identify data requirements, and establish communication protocols. Following the meeting, HDR will produce meeting minutes with key decisions, commitments, and action items. Agenda items may include:

- Introduction and overview of HDR and City personnel and their skillsets as they relate to the project.
- Identify key study objectives, resources, and communication protocols.

- Review HDR's work plan.
- Identify studies and other relevant information to be considered in the project.
- Investigate data availability and data gaps. Identify additional data needs.
- Review project timeline and discuss critical path items and key milestones.
- Gain consensus as to the level of detail required to support the purpose of the assessment.
- Discuss coordination with other stakeholders (agencies).

Client Responsibilities

- Assist in facilitating the kickoff meeting.
- Provide the list of attendees for the kickoff meeting.
- Review and provide feedback on kickoff meeting agenda.
- Participate in the kickoff meeting.
- Review and provide comments to meeting minutes.

Task 1 DELIVERABLES

- Virtual monthly project team meetings, associated agendas, and meeting minutes.
- Monthly invoices.
- Preliminary Request for Information.
- Kickoff Meeting agenda and notes.

Task 1 ASSUMPTIONS

- HDR has assumed one coordination meeting per month, starting in July 2025 and ending in February 2026, accounting for a total of eight coordination meetings. Monthly meetings will be held via conference call and screen shared with the City using a virtual platform (Microsoft Teams) for hosting meetings. Meetings will last up to one hour. In this task, HDR has accounted for attendance of the Project Manager and one task lead.
- HDR's project management activities will begin in June 2025 (pending Notice to Proceed and/or Contract Execution) and wrap up by the end of February 2026 (approximately 8 months). This is to account for project closeout and final invoicing.
- The Kickoff Meeting will be up to two hours and facilitated virtually, via Microsoft Teams. HDR attendees will include the Project Manager and four Task Leads.

Task 2.1: EV Charging Needs Analysis

HDR will collect and review operational (e.g., miles/hours of operation, idling needs, and hauling requirements) data to understand the existing City fleets functions to determine

charging infrastructure needs for on-road EVs. We will allocate time to generate assumptions for missing data that are agreed upon by the City.

The foundation of an EV charging strategy begins with a review of the existing fleet and parking locations. The database will segment fleet into categories and include operations data per category such as average daily miles traveled and average hours of operations.

HDR will develop a spreadsheet to include number of vehicles, replacement cycles, fuel type, location assignment, and overnight parking site. This process helps to clarify the size and complexity of the operating fleet and begins developing the yearly fleet replacement by vehicle type, year, agency, and fleet/facility configurations.

HDR will evaluate which fleet types or use cases are ideal for electrification. We will evaluate conditions such as vehicle battery storage, battery best practices, battery degradation, idle times, and climate conditions to produce an EV expected range table for each vehicle category. The “realistic” range forecast can be used in the decision tree to compare the required operating requirements for the replacement vehicle versus the expected EV performance.

Employee and visitor parking will also be evaluated for each facility. The average time spent at each facility as well as state requirements for EV infrastructure, primarily Revised Code of Washington (RCW) 19.27.540, will be reviewed.

Task 2 DELIVERABLES

- Fleet and Vehicle Existing Conditions Database (.xls file)
- Charging Requirements Analysis Report (.pdf file)

Task 2 ASSUMPTIONS

- HDR assumes the City will provide fleet information including, but not limited to, miles/hours of operation, idling needs, hauling requirements, parking locations, replacement cycles, fuel type, location assignment, and overnight parking site for each vehicle
- HDR assumes the City will encourage staff and stakeholder attendance to workshops, if needed.
- HDR assumes the City will distribute and compile comments from key stakeholders and provide one consolidated copy.

Task 3.1: Parking Lot and Traffic Analysis

Three existing City parking lots will be evaluated to account for building size, number of employees, and number of visitors. The parking lots for consideration include City Hall, Police Department, and Public Works Operations.

A traffic analysis of each site will be completed in conjunction with the parking lot evaluation. The analysis will include the following:

- Site Visit and Existing Conditions Review
- Data Collection
- Parking Demand Assessment
- Circulation and Access Analysis
- Traffic Impact Due to Increased Demand
- Code and Design Standard Review
- Operational Impact Analysis

This analysis will evaluate existing parking constraints, stalls available, and layout and whether the existing parking lot is adequate for the current building needs and the addition of EV infrastructure.

Task 3.2: Parking Lot Concept Design

Following analysis of Task 3.1, HDR will evaluate parking lot designs to accommodate the needs identified in Task 3.1, including EV infrastructure considerations. The recommendation will focus on restriping the existing layout and will attempt to avoid demolition and reconstruction of hard infrastructure, saving time and money. Minor hardscape improvements may also be included, but a complete parking lot rebuild will not be considered.

The layouts will be high-level concepts for buildings outlines, parking stalls, and EV infrastructure. Layouts will include circulation patterns for vehicles, materials and personnel that will provide an efficient, cost effective, and safe facility operation. Ingress and egress routes will maximize safety and security and minimize vehicular and pedestrian conflict on and off the site. And the concepts will establish site area relationships.

The concept designs will be completed in PDF, rather than in AutoCAD or Revit. A concept budget will be developed under this task in conjunction with the preliminary layout. The concept budget will be utilized for grant application purposes within Task 5.

Task 3 DELIVERABLES

- Parking Lot and Traffic Analysis Report (.pdf file)
- Up to 6 parking lot concept designs, two for each of three facilities (.pdf file)
- Preliminary opinion of probable construction cost (OPCC) for up to 2 concept layouts per facility

Task 3 ASSUMPTIONS

- HDR assumes the City will provide the building square footage, fleet vehicles, number of employees/vehicles, and average daily visitors for each facility.
- All site visits are assumed to occur within a single day
- Major parking lot reconstruction will be avoided
- OPCC will be AACE Class 5 estimate (-50 to +100%) based on the early concept plan
- Traffic analysis will only be performed within the parking lots and will not extend to the adjacent streets

Task 4.1: Existing Electrical Infrastructure Analysis

The City will provide HDR with as-built plans, one-line diagrams, and site plans prior to performing an on-site electrical evaluation of existing infrastructure. The City shall also provide copies of each facility's utility bills and/or historical usage data indicating the facility's peak energy demand (kW) dating back 12 months. If the utility information is not available, a request will also be made to Seattle City Light (SCL) under Task 4.2. If utility information is not available, a 30-day meter reading will be required from a third party.

The City shall provide access for HDR staff to evaluate the existing electrical infrastructure, including but not limited to:

- Utility transformer (exterior only)
- Electrical rooms
- Electrical panels/switchboards
- Service entrance conductors, if possible.

HDR will aim to evaluate the following information at each facility:

- Utility transformer size and voltage
- Service entrance size and voltage and main breaker size
- Any spare circuit breakers or space for spares that might be available for EV infrastructure. HDR will note other substantial loads in the panel to avoid overloading when EV charging circuits are added

- Document where additional electrical infrastructure may need to be installed should the existing capacity not be sufficient
- Assess possibility for a separate utility service, such as identifying utility poles, pad mount enclosures or transformer locations and their proximity to the EV charging area
- Determine available locations for EV charging stations
- Identify and note possible existing underground or overhead obstructions for conduit routing such as trees, gas lines, asphalt/concrete saw-cutting required, existing utilities, fencing, and drainage structures.

Task 4.2: Utility Coordination

HDR will coordinate and attend one virtual meeting with SCL staff to discuss EV charging at each of the three facilities. This meeting will occur following Tasks 2.1, 3.1, and 4.1. Information discussed with SCL will be considered for the Task 3.2 concept design.

Topics of discussion with utilities typically include:

- Utility capacity to handle EV charging load
- Location of existing utility infrastructure and proposed improvements
- Equipment and construction lead times
- EV charging rates and rebate programs offered by the utility

Task 4 DELIVERABLES

- Electrical Infrastructure Analysis Report (.pdf file)
- Concept designs to be included within Task 3 deliverables (.pdf file)

Task 4 ASSUMPTIONS

- HDR assumes the City will provide access to the existing electrical infrastructure during the site visit.
- All site visits are assumed to occur within a single day

Task 5.1: Funding Resources

HDR will support the City with identifying applicable federal, state, and local funding sources for EV infrastructure and developing an application narrative. Rebates may also be available through the utility. An explanation of each identified funding source, available funds and constraints or match requirements, and grant schedule will be included within the narrative.

A grant application narrative will be developed by HDR that describes the purpose, need, and community benefits of electrifying Lake Forest Park's fleet. This narrative content can then be used by the City for further pursuing funding opportunities as they become available.

A concept budget will be developed under Task 3 in conjunction with the preliminary layout. The concept budget will be utilized for grant application purposes.

Task 5 DELIVERABLES

- Funding Source Report (.pdf file)
- Narrative content for use in grant / funding applications (.doc file)

Task 5 ASSUMPTIONS

- The City will provide any available data related to potential matching funds and will work with HDR to collect any additional data as identified.
- If a funding opportunity is identified, preparation and submittal of a complete application will be part of a separate task.

General Assumptions

A summary report is included for each of Tasks 2 through 5. Each report will include one draft submittal and one final submittal. It is assumed that the City will provide a single set of comments either to a PDF, Word, or spreadsheet summary within 2 weeks of draft submittal. HDR will address the comments and issue a final report.

All meetings are assumed to be held virtually.

EXHIBIT B

Section 9, ItemA.

FEE ESTIMATE

City of Lake Forest Park: City of Lake Forest Park EV Charging



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants
1	Project Management	\$18,561	\$0	\$0	\$0
2	EV Charging Needs Analysis	\$45,686	\$0	\$0	\$0
3	Parking and Traffic Analysis	\$65,482	\$0	\$0	\$0
4	Electrical Analysis	\$40,855	\$0	\$0	\$0
5	Funding Resources	\$23,904	\$0	\$0	\$0
		\$194,488	\$0	\$0	\$0

Total Fee
\$18,561
\$45,686
\$65,482
\$40,855
\$23,904
\$194,488



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date May 22, 2025

Originating Department Community Development

Contact Person Mark Hofman, Community Development Director

Title Resolution 25-2018/Authorizing the Mayor to Sign a Professional Services Agreement with iWorQ Systems, Inc. for Community Development Permitting Software Services

Legislative History

- First Presentation – May 8, 2025, Regular City Council Meeting
- Second Presentation – May 19, 2025, Committee of the Whole
- Third Presentation and Action – May 22, 2025, Regular City Council Meeting

Attachments:

1. Resolution 25-2018
2. iWorQ Systems, Inc. Professional Services Agreement for Community Development Permit Tracking Software Use
3. iWorQ Data Security Information
4. Written 60 Day Notice of Termination for Accela Software with City of Lake Forest Park
5. Two-year Services Quote with Carahsoft - Accela, Inc.
6. Current Services Agreement (AG-16-027) with Carahsoft – Accela, Inc.

Executive Summary

The City of Lake Forest Park currently contracts with a software provider for community development permitting software use. The software use includes tracking and data input for permit applications related to building, planning, right-of-way use, and code enforcement. With recent retirements and other vacancies in Community Development positions, the Department desires to take advantage of an

opportunity to switch to a digital intake, review, and issuance process for service improvements. As part of the switch, the Department compared the existing tracking software to numerous other options to find a right fit to the needs of the city. The effort produced a recommended service provider and staff seeks authorization to enter into a new service agreement with iWorQ Systems, Inc. (Attachment 2).

Background

After viewing presentations and direct discussions with software sales representatives of five prominent service providers, the Community Development Department finds that a switch to "iWorQ" software is appropriate to "right size" software use with the community needs, enjoy a cost savings under budgeted amounts, integrate with other software (Bluebeam, Adobe Pro, King County GIS/REST) used by the City, enjoy frequent updates and fixes/patches, be able to provide self-guided and directed training options not available with our current software, utilize standardized templates and forms, receive direct assistance, ensure safe data storage, and head into a digital future accompanied by the appropriate permit tracking software.

Fiscal & Policy Implications

The adopted budget for 2025/2026 includes funds to cover permit tracking software expenses. This new Agreement would be a significant cost savings under the budgeted amounts. Permit software and electronic credit card fees are offset by a technology fee charged with permit issuance.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Adopt the Services Agreement with iWorQ Systems, Inc. for permit tracking software use. 	Permit tracking and data input functions for Community Development will be supported by software services.
<ul style="list-style-type: none"> Not Adopt the Services Agreement with iWorQ for permit tracking software use. 	Permit tracking and data input functions for Community Development will not be supported by software services. An alternate support software will be required.

Staff Recommendation

Approve Resolution 25-2018 authorizing the Mayor to sign the Professional Services Agreement with iWorQ Systems, Inc. to avoid a lapse in software use support for Community Development permitting functions.

RESOLUTION NO. 25-2018**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH IWORQ SYSTEMS, INC. FOR COMMUNITY DEVELOPMENT PERMITTING SOFTWARE USE AND SUPPORT**

WHEREAS, the Community Development Department municipal services for the City of Lake Forest Park include permit intake, review, and issuance tracking, as well as record/data keeping, for the building, planning, street right-of-way, and code enforcement functions to the public; and

WHEREAS, the records, building, planning, street right-of-way, and code enforcement functions are essential, core duties provided daily by the city for the community; and

WHEREAS, the City of Lake Forest Park currently has an ongoing agreement in place with Carahsoft – Accela, Inc. for permit tracking software use and support, with automatic annual renewal, unless terminated in writing 60-days prior to the end of term; and

WHEREAS, recent retirements and other vacancies in various applicable Community Development positions enable the Department to take advantage of the opportunity to switch to a digital intake, review, and issuance process for service improvements; and

WHEREAS, as part of the switch away from a predominantly paper-oriented process, the Department compared the existing tracking software to numerous other options to find a right fit to the needs of the city; and

WHEREAS, the Community Development Department finds that the software services provided by iWorQ Systems, Inc. best fit the needs of permitting processes of the city; and

WHEREAS, staff provided written 60-day notice of termination to Carahsoft – Accela, Inc. as required by the current Professional Services Agreement, AG-16-027, on April 29, 2025, and the Agreement now ends on June 28, 2025; and

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

Section 1. AUTHORIZATION. The Mayor is hereby authorized to execute a Professional Services Agreement with iWorQ Systems, Inc. for community development permitting software use and support, in substantially the same form as attached hereto

as Exhibit A, including: a three (3) year initial term; provisions for automatic renewal for successive one (1) year terms after the initial term at the discretion of the City; and in the amounts of \$19,000 for Year 1 and \$18,500 for Years 2 and 3.

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 _____, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: May 16, 2025
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2018

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Lake Forest Park, WA here after known as (“Customer”), enters into THIS SERVICE AGREEMENT (“Agreement”) with iWorQ Systems Inc. (“iWorQ”) with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ’s authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ’s service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer’s data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.



4. CUSTOMER DATA:

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management services(s), onsite backups application(s) and other service(s).

Data upload and storage is provided to every customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customers can upload and store images with personal information like driver's license, and more. This data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the sensitive data upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible for: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizen over the web, and (4) For data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support requests are typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

The term of this contract is 3 years (the Term). iWorQ will invoice Customer on an annual basis. iWorQ will send invoices by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net-30 days from the date of the invoice. Any billing changes — including additional services or removing of services — will require that a new Service(s) Agreement be signed by the Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.



Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing

7. TERMINATION:

Termination for convenience. Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. Should the Customer terminate any part of the application(s) and or service(s) without cause during the initial 3-Year Term, the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term. Notice of Termination or Nonrenewal shall be provided to the iWorQ representative in section 11 by email and to the City by email to the Primary Implementation Contact in section 9.

Termination for cause. If a party to this Agreement fails to fulfill in a timely and proper manner its obligation under this Agreement, then the other party may terminate this Agreement during the Term, by giving a five (5) day written notice by email of such termination. iWorQ shall provide such notice to the City's Primary Implementation Contact in section 9 and the City shall provide such notice to the iWorQ's representative in section 11. In the event of such termination, iWorQ shall be entitled to receive compensation for the prorated period of the Term ending with the fifth day of the notice period.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, at no cost, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating



rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).



9. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ **Title** _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ **Title** _____

Office Phone _____ Cell (required) _____

Email _____

Portal Setup Contact (if applicable) _____ **Title** _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

10. CUSTOMER BILLING INFORMATION:

Billing Contact _____ **Title** _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO # _____ (if required) Tax Exempt ID # _____



11. ACCEPTANCE:

The effective date of this Agreement is the last date signed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

City of Lake Forest Park

Signature _____ Date: _____
Printed Name _____
Title _____
Office Number _____
Cell Number _____

IWorQ Systems Inc.

Signature _____ Date: _____
Printed Name _____
Title _____
Office Number _____
Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A



iWorQ Price Proposal

Lake Forest Park, WA	Population- 13,142
17425 Ballinger Way NE Lake Forest Park, WA 98155	Prepared by: Sabrina Treasure

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p>Community Development (Enterprise Package)</p> <p>*Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. (Through PayRoc)</p> <p>-Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Contractor Status Updates via Text -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Inspection Routing -Track permits and cases with customizable reporting -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -3 Scheduled Reports -Includes access to 24 standard database driven web form templates and 3 custom database web forms for Portal Home -Includes unlimited access to 15 letter templates and 3 custom letters Note: Any adjustments made to the templates will result in a custom form -OpenStreetMap tracking abilities with quarterly updates</p> <p>GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access to pull the data.</p>	<p>\$16,500.00 \$18,000.00</p>	Annual



<p>2. The Rest Service data contains the information needed for system functionality and field types match.</p> <p>a. The format of that data must conform to iWorQ Systems</p> <p>Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges) Client must provide iWorQ with their agency's REST Service URL within 30 days of signature date, otherwise iWorQ will not establish the REST Service connection. Client may pay a data and labor fee of \$500 (subject to change at the discretion of iWorQ) to set up REST service beyond the stated 30-day deadline.</p>		
<p>Permit Management - Plan Review</p> <ul style="list-style-type: none"> - Available on any computer, tablet, or mobile device using Chrome Browser - OpenStreetMap tracking abilities with quarterly updates - Manage appeals, variances, plat applications, conditional use permits, etc. - Option to track contractors and their licensing - Track fees and payments - Inspection and plan review tracking - Configurable Reporting - iWorQ notifications included - Includes iWorQ Workflows - Send out mass notifications to surrounding properties - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) 	<p>Included</p> <p>\$4,500.00</p>	<p>Annual</p>
<p>Additional Web Forms for Online Portal</p> <p>(27) Additional Web forms for Online Permit Applications. (Total Web Forms = 30)</p> <p>Note: Additional Web Forms can be purchased as needed: \$500/annually for 3</p>	<p>Included</p>	<p>Annual</p>
<p>File Upload Increase</p>	<p>\$500.00</p>	<p>Annual</p>



-Increases file upload size capabilities to 50MB per file		
Bluebeam Integration iWorQ integration with Bluebeam	\$1,500.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$18,500.00	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	\$500.00 \$9,500.00	Year One
Up to 5 hours of GIS integration and data conversion	Included	Year One
Data Conversion	Included	Year One

Grand Total Due Year 1	\$19,000.00	Year One Total
Subscription Fee (This amount will be invoiced each year after 1st year)	\$18,500.00	Annual

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

To Whom It May Concern,

This letter serves to outline our data backup and recovery policy, including the specific backup schedule, designated backup dates, and procedures in the event of data loss. This documentation is provided as part of an audit to ensure compliance with data integrity and security protocols. For all our data storage, we utilize AWSGov for housing and backing up the data.

Backup Schedule:

Automated backups occur daily during a 30-minute window is assigned from an 8-hour block specific to each AWS GovCloud (US) region:

- AWS GovCloud (US-East): 17:00–01:00 UTC
- AWS GovCloud (US-West): 06:00–14:00 UTC

AWS GovCloud Data Storage and Backup:

AWS GovCloud (US) follows strict security and compliance measures by adhering to FedRAMP, FISMA, and ITAR standards. To ensure maximum security, data is automatically encrypted both at rest and in transit. For disaster recovery, multi-region backup strategies are recommended, allowing replication across multiple AWS GovCloud (US) regions.

Data Recovery and Loss Mitigation:

In the event of a catastrophic system failure, complete restoration may take up to 24 hours depending on system complexity and recovery processes. Regular backup integrity tests and periodic restore drills are conducted to validate data accuracy and ensure operational readiness.

Community Development Director
Mark Hofman

17425 Ballinger Way NE
Lake Forest Park, WA 98155-5556
Phone: 206-957-2824
Email: mhofman@cityoflfp.gov
www.cityoflfp.gov



April 29, 2025

Leslie Valdez
Senior Account Manager
Accela Government at Carasoft
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
Leslie.Valdez@Carahsoft.com

Re: 60-Day Notice of Termination of Services Contract with Accela Permit Tracking

Accela Government at Carahsoft,

Thank you for your nine years of service and support under contract to the City of Lake Forest Park, WA with your permit tracking software. Facing budget constraints and fiscal cuts in these increasingly uncertain times, the City is looking at all existing contracts and procedures to find acceptable cost savings and service improvements. At this time, the City is exercising the termination of service and written notice requirements to end the contract, AG-16-027 (attached), between Accela, Inc. and the City of Lake Forest Park.

Per Section 4 of the Terms and Conditions, subscription terms are twelve (12) calendar months in duration and automatically renew for additional terms. The city may opt out from automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. Thank you for the recent two-year quotes we've received (#48153780), expiring May 1, 2025. However, the end date of our current paid term is June 28, 2025 and we do not wish to renew.

We appreciate the service and software and look forward to a communicative and coordinated effort to transfer a copy of the city's data in a database dump file as per Section 16 of the agreement, preferably close to the end date of the current term in June. If you have any questions or to discuss the next steps please contact me directly at mhofman@cityoflfp.gov or (206) 957-2824.

Sincerely,

A handwritten signature in blue ink that reads "Mark Hofman". The signature is stylized with a large, sweeping "M" and a cursive "Hofman".

Mark Hofman
Community Development Director
City of Lake Forest Park

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT

Section 10, ItemA.



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM

TO: Stephen Bennett
 Planning & Building Director
 City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155 USA

FROM: Leslie Valdez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Reston, Virginia 20190

EMAIL: steve@cityofflp.com

EMAIL: Leslie.Valdez@carahsoft.com

PHONE: (206) 957-2812

PHONE: (571) 662-3036

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 48153780
QUOTE DATE: 03/04/2025
QUOTE EXPIRES: 04/03/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$61,353.52
WA Tax \$6,258.06
TOTAL QUOTE: \$67,611.58

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1 OF 2						
1	SS-37-SIL-700-R9-2	Accela Civic Platform-SaaS-Renewal Year 9 Accela Inc - SS-37-SIL-700-R9 Start Date: 06/29/2025 End Date: 06/28/2026		\$3,741.07	OM 8	\$29,928.56
YEAR 1 OF 2 SUBTOTAL:						\$29,928.56
YEAR 2 OF 2						
4	SS-37-SIL-700-R10-2	Accela Civic Platform-SaaS-Renewal Year 10 Accela Inc - SS-37-SIL-700-R10 Start Date: 06/29/2026 End Date: 06/28/2027		\$3,928.12	OM 8	\$31,424.96
YEAR 2 OF 2 SUBTOTAL:						\$31,424.96
SUBTOTAL:						\$61,353.52
TOTAL PRICE:						\$61,353.52
WA Tax						\$6,258.06
TOTAL QUOTE:						\$67,611.58

All use of the services specified in this document shall be governed by the Accela Terms of Service available at <https://www.accela.com/terms/>. By placing an order, customer accepts and agrees to be bound by the Accela Subscription Services Agreement.

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 52615a

1. As used herein, "Accela" refers to Accela, Inc. and "Customer" refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the "Parties".

2. These Subscription Terms and Conditions ("Terms") are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

3. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term.

4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer's subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term's annual pricing. Customer may opt-out from said automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. During said sixty-day period, Customer may decrease the number of users for which it has subscribed; said decrease will be effective during the next subscription term. Customer may not decrease its number of subscribed users at any other time during a subscription term. At any time during a subscription term, Customer may increase its number of subscribed users by submitting an order to Accela and paying the fees associated with the increase. Such fees will be calculated as the pro-rata remaining portion of the

subscription term, rounded-up to the nearest full month.

5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.

6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights

hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

8. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. If a third-party product is supplied by Accela, no support for any third party product is provided, unless an addendum is attached hereto, identifying the product and specifying the terms and conditions of any support. **Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.**

9. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will

implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.

10. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

11. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing, can be objectively verified, and the Subscribed Services are being used in live-production. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

12. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

<i>Uptime</i>	<i>Credit</i>
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

13. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to

contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

14. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

15. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms.

16. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with:

- (i) a copy of its data in a database dump file not more than once per calendar quarter, ;
- (ii) an APO property conversion upload, not more than twice per annual term, and
- (iii) a Crystal Report placement not more than ten (10) times per annual term.

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents,

as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela.

17. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order.

18. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section.

19. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

20. Either party may end Customer's access to the Subscribed Services if the other materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by Customer, Accela will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

21. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations,

computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

22. ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE

COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

24. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

25. The Parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

26. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, 22, and 27 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period. Section 21 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

27. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these Terms will be effective unless it is described in writing and signed by the Parties.

City Administrator Report

City of Lake Forest Park

Date: May 22, 2025

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

Notable Incidents:

Assist

Mayday protest. Approx. 300 people occupying three corners of the intersection of Bothell Way NE & Ballinger Way NE. No issues.

Assault

Officers responded to an assault that had just occurred in an adult family home. One resident hit another resident. The investigation is in progress.

Suicide

A 93-year-old male, who recently lost his wife, attempted to commit suicide by staying in his closed garage with his car running. He was transported to the hospital for evaluation.

A mother call 911 stating that her 14-year-old autistic son wanted to kill himself. Officers and an RCR team member responded, and the subject was transported to the Hospital.

Missing Adult

A wife called the police because her husband didn't come home after work. She advised that he had an open-heart surgery a year ago and now he has a pump that provides insulin. The patrol

officers conducted an area check and located the husband. Fire department personnel provided him with glucose and stabilized his condition. The wife came to the scene and transported her husband home.

Thefts

Theft in progress at Ross. The subjects left before the officer's arrival. On another theft in progress at Ross, the suspect was caught and arrested.

Mail theft with damaged mailbox. No leads at this time.

Officers were called at Ross regarding a subject who was acting suspiciously. Officers walked around the store, and the subject decided to purchase a couple of items and leave.

Theft in progress at Safeway. Two juveniles took off but one was apprehended after a foot pursuit. She was administratively booked and released to her parents.

DUI

DUI at Taco Bell and the driver was arrested. Another DUI was involved in a collision and the driver was arrested.

Trespass

Ross employee called the police because a "customer" was trying to return items that he did not pay for. Officers responded, couldn't prove that he was the person who stole the items, so they trespassed the subject.

DV

Officers responded to a possible DV that had occurred early in the day. Officers were unable to find evidence that corroborated the victim's statement. Case sent to the prosecutor for review.

A citizen called the police because he was afraid that his girlfriend would lie to the police for him to be arrested. It was determined that a verbal DV had occurred

Citizen called the police regarding a "cold" DV that had occurred in Seattle. He was advised to call the appropriate jurisdiction (police department).

Eluding

Officer tried to stop a vehicle with no plates. The vehicle took off and StarChase was deployed (narrowly missing the vehicle). The same vehicle eluded also Bothell and Kirkland PD.

Drugs

Officers responded to a possible attempted theft at Ross. The suspect's vehicle was stopped in Ross' parking lot for expired tabs. K9 Bella was deployed, and she positively gave an alert for drugs. The vehicle was seized, and a search warrant was completed. The prosecutor advised of possible legal issues, so the vehicle was released back to the owner.

Assist

A Northsound Metro SWAT callout. Our swat operator responded to assist.

Juvenile Problem

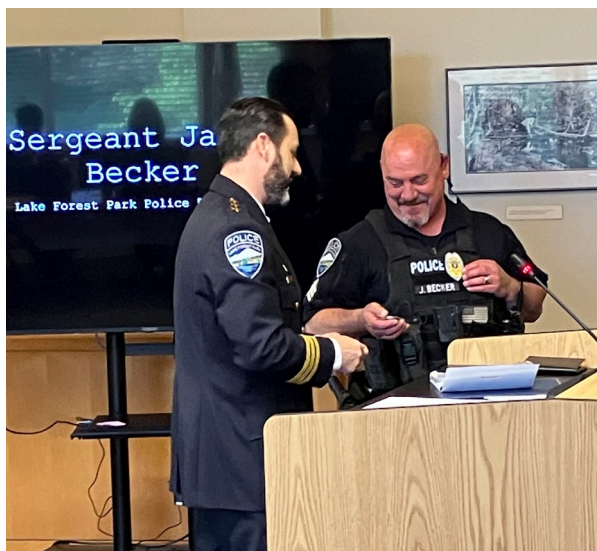
A citizen advised the police that four juveniles were at the Horizon Park “drinking and partying”. They left before the officer’s arrival.

Malicious Mischief

An unknown person placed some sort of firework in a garbage can on the 18700 block of 40th PL NE. Patrol was unable to locate the suspect.

Annual Report and Recognition

On May 8, the police department presented the PD’s Annual report for 2024 and also honored and recognized the retirement of Sgt. Jason Becker at the City Council Meeting.



Also recognized the promotion of Ofc. Benson to Sergeant.



Traffic Safety Update



Brought to you by our Traffic Support Officer (Ofc. Johnson), As part of an ongoing effort to enhance communication, the Police Department is introducing a new Traffic Safety component in this City Administrator's report. Over the course of the year, this section will evolve to provide information regarding traffic safety measures, enforcement efforts, and traffic calming initiatives within the city.

Traffic Safety Highlights

Speeding Citations: From April 23rd to May 5th, five citations were issued for speeding violations, with offenders driving 14-24 miles per hour over the posted speed limit.

Improper Passing: A citation was issued in the 4000 block of NE 178th Street for improper passing. This area is a one-lane street, and the violation posed a significant safety concern.

Child Passenger Safety: In the 3700 block of NE 180th Street, a citizen was cited for carrying a 9-month-old child in their lap while driving, a violation of child safety laws.

Distracted Driving Awareness: The Police Department continues to raise awareness about distracted driving, posting regularly on social media platforms to educate and inform the public.

Upcoming Emphasis Patrols: A "Spotter Emphasis" patrol is scheduled for the end of May to focus on stop sign violations, followed by a bus lane violation emphasis in early June.

Distracted Driving Enforcement: From April 7th to April 14th, the department conducted a Distracted Driving Emphasis campaign, issuing 33 citations and 13 warnings during the operation.

NE 178th Street Signage Update: Signage updates and improvements have been completed on NE 178th Street. New signs provide clearer advance warnings regarding speed limits and the presence of speed cameras.

The Police Department remains committed to improving traffic safety in Lake Forest Park, and we will continue to monitor and report on these efforts as part of our ongoing dedication to community safety.

Lake Forest Park Police Department – Blue Hero Project Appreciation

On Thursday, May 15, the Lake Forest Park Police Department had the privilege of receiving a visit from Diane Hwang and her two young helpers, representing the Blue Hero Project. This non-profit organization is dedicated to supporting law enforcement officers and their families across the Northwest, offering appreciation through thoughtful gestures.

On this occasion, Diane and her helpers generously provided an assortment of healthy drinks and snacks, donated by community members, for our officers and civilian staff. Their kind gesture is a meaningful reminder of the ongoing support we receive from organizations like the Blue Hero Project.

We are deeply grateful for their continued support and the positive impact it has on our department. For those interested in contributing to this important cause, please visit <https://www.blueheroproject.org>.

II. Internal City Information**Human Resources****Staffing Updates:**

- Our newly hired Permit Technician and Public Works Superintendent provided their notice. In addition, we will have another vacancy within Public Works with one of our Maintenance Workers leaving. Renewed recruiting efforts have begun for all three vacancies.
- Conditional offers have been made to fill one Maintenance Worker position and the Court Clerk vacancy.
- Interviews to fill an additional Seasonal Maintenance Worker and for the Public Works Superintendent have been scheduled.

- HR Director Moore is working with Community Development Director Hofman to support staffing needs with a short-term assigned temp to assist with permit and planning processing.
- HR Director Moore is also working with Public Works Director Dickinson to develop contingency plans to address the anticipated staffing needs of the Public Works Maintenance Crew. In addition to the crew's two vacancies, there are also several leaves of absence that may affect staffing levels.
- Our new Public Works Administrative Assistant, Muriel Fischer, started work this week. This position now reports to the Public Works Director. Muriel brings with her a wealth of knowledge from her time working at NUD and neighboring cities. Welcome, Muriel!

Timecard System Update - Pace Scheduling

- HR Director Moore is leading efforts to improve the City's timecard and scheduling system with the implementation of PACE city-wide. PACE is currently used by our police department and has been working well for the department. Currently, the City uses Springbrook, which is a payroll system whose primary function is for payroll, but not specifically meant to be a timekeeping system. The project is in the planning stage, with plans to complete a soft roll-out in a few months to beta test the system. More to come, but we're excited for the anticipated improved efficiency, reporting features, and usability.

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting


The follow contract was administratively approved during the reporting period.

- **AG-25-027 Pace Scheduler** – Scheduling/Timekeeping software (see Director Moore's comments above)

VI. Legislative Update

VII. Community Events

Thank you for Packing the Park with LFP! The community raised over \$3,000 and we are one step closer to ensuring students in Shoreline Schools and members in our community have reliable access to nutritious food.

If you missed out on the fun, you can still contribute online until May 17th via this 

[Donation Link](#)

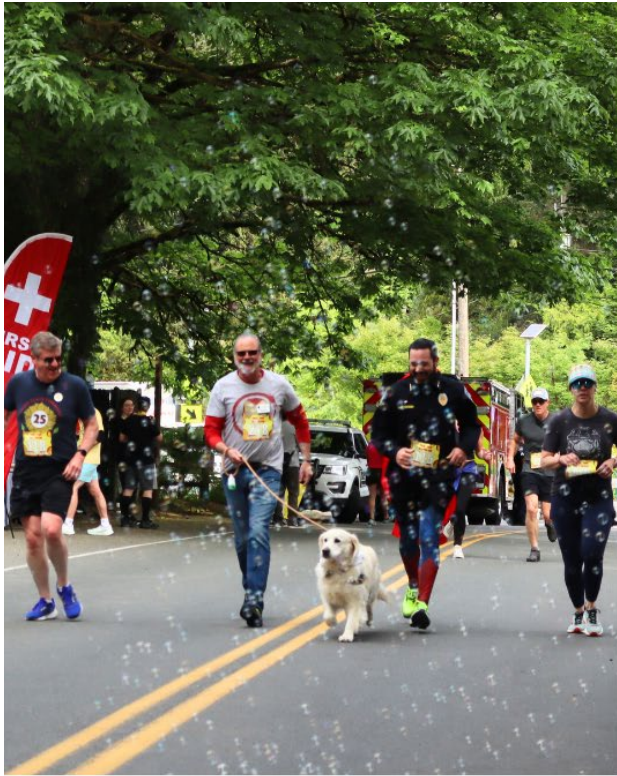
Stay tuned for next year's date! It will be the 10th year and we can't wait to do it all again!
Special thanks to all the charity partners for this event!







PACK THE PARK 2025



PACK THE PARK 2025

2025 Upcoming Events in Lake Forest Park

 The Secret Gardens of LFP Garden Tour & Market	June 14	June 25	Concert in the Park 
 Art in the Park	July 12	July 12	Safety Fair 
 Battle of the Bands with ShoreLake Arts	Aug 23	Aug 24	Family Day at the Farmers Market 
 Picnic in the Park!	Sep 6	Oct 18	Paws in the Park 

  www.CityofLFP.gov

VIII. Upcoming City Sponsored Events

LAKE FOREST PARK LAKEFRONT PARK

Save the date!

Community Workshop #4

The next community meeting will occur on Wednesday, June 11, 2025. The design team will share updates on the park design and the community will be invited to share their priorities for the park. The workshop will be held in Council Chambers at Lake Forest Park City Hall.

iflakefrontpark.com



Join us for the fourth Community Workshop on Wednesday, June 11th, in the Council Chambers of LFP's City Hall. This is an open house event with activities for all ages. Stop by anytime between 5:30 PM and 7:30 PM. The design team will share updates on the park design, and the community will be invited to share their priorities for the park.

Your input is essential to the design of Lake Forest Park's future public Lakefront Park! Be sure to visit the [project website](#) for more information on the project, sign up to receive email updates, and go on a virtual tour of the park!

IX. Meetings Calendar

[Special Date - Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)

May 28, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[City Council Budget & Finance Committee Special Meeting \(hybrid meeting\)](#)

May 29, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom

[More Details](#)

City Council Special Meeting (hybrid meeting)**May 29, 2025, 7:00 PM - 8:00 PM City Hall and via Zoom****[More Details](#)****Climate Policy Advisory Team Meeting (hybrid meeting)****June 2, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****Climate Action Committee Meeting (hybrid meeting)****June 3, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****Tree Board Meeting (hybrid meeting)****June 4, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****City Council Special Meeting (hybrid meeting)****June 5, 2025, 6:00 PM City Hall and via Zoom****[More Details](#)****Planning Commission Meeting (hybrid meeting)****June 10, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****City Council Work Session (hybrid meeting)****June 12, 2025, 6:00 PM - 7:00 PM City Hall and via Zoom****[More Details](#)****City Council Regular Meeting (hybrid meeting)****June 12, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****City Council Committee of the Whole Meeting (hybrid meeting)****June 23, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom****[More Details](#)****Parks and Recreation Advisory Board Meeting (hybrid meeting)****June 24, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****City Council Budget & Finance Committee Meeting (hybrid meeting)****June 26, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom****[More Details](#)**

[City Council Regular Meeting \(hybrid meeting\)](#)

June 26, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)