



CITY OF LAKE FOREST PARK CITY COUNCIL SPECIAL MEETING

Thursday, November 07, 2024 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

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

Join Zoom Webinar: <https://us06web.zoom.us/j/86216863372>
Call into Webinar: 253-215-8782 | Webinar ID: 862 1686 3372

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

AGENDA

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

*The Council will not be accepting online public comments. This portion of the agenda is set aside for the public to address the Council on agenda items or any other topic the Council might have purview or control over. However, the Mayor or Council may not respond to comments from the public. If the comments are of a nature that the Council does not have influence or control over, then the Mayor may request the speaker suspend their comments. The 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 November as the month of Movember.
- B. Recognizing November as Native American Heritage Month

6. PRESENTATIONS

- A. Liz Loomis Public Affairs

7. PUBLIC HEARINGS

- A. Public Hearing on Ordinance 24-1302 - Interim development regulations as authorized by the Growth Management Act relating to indoor emergency shelters and housing, transitional housing, and permanent supportive housing.
 - Staff presentation
 - Questions from Council
 - Open the public hearing for comments (3 minutes per speaker)
 - Staff address questions that may have been presented during public comments and from Council.
- B. Discussion, consideration, and/or possible action on Ordinance 24-1302/Adopting Interim Development Regulations relating to Indoor Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing
- C. Public Hearing on Ordinance 24-1303 - Amending Chapter 16.26 of the Lake Forest Park Municipal Code in accordance with Amendments to State Law adopted in Senate Bill 5290
 - Staff presentation

- Questions from Council
- Open the public hearing for comments (3 minutes per speaker)
- Staff address questions that may have been presented during public comments and from Council.

D. Discussion, consideration, and/or possible action on Ordinance 24-1303/Amending Chapter 16.26 of the Lake Forest Park Municipal Code in accordance with amendments to State Law adopted in Senate Bill 5290

E. Public Hearing on the Budget Amendment for 2023-2024, Preliminary 2025-2026 Biennial Budget, 2025 Property Tax Levy, 2025 User Fees, 2025 Surface Water Utility Rate, 2025-2026 Sewer Utility Rates, proposed Solid Waste Utility Tax, and proposed Sewer, Stormwater and Surface Water service tax.

- Staff presentation
- Questions from Council
- Open the public hearing for comments (3 minutes per speaker)
- Staff address questions that may have been presented during public comments and from the Council.

8. CONSENT CALENDAR

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

A. October 17, 2024 City Council Budget & Finance Committee Minutes

B. October 21, 2024 City Council Committee of the Whole Meeting Notes

C. October 24, 2024 City Council Special Work Session Minutes

D. October 24, 2024 City Council Special Meeting Minutes

E. City Expenditures for the Period Ending 11/7/2024

F. Resolution 24-1975/Canceling Certain Checks

G. Resolution 24-1984/Authorizing the Mayor to sign the 2024 Interagency Agreement with the Washington Traffic Safety Commission for the King County Target Zero High Visibility Enforcement

H. Resolution 24-1985/Authorizing an Interlocal Agreement with King County for Jail Services

9. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

A. Resolution 24-1986/Authorizing the Mayor to execute a contract with Accord Contractors, LLC for the construction of the Public Works Facility Material Bin Covers

Resolution 24-1987/Authorizing the Mayor to execute a contract with Pace Engineers, Inc. for the Construction Services (Project Management & Construction Administration) for the Public Works Facility Material Bin Covers

- B. 2025-2026 King County Regional Homelessness Authority (KCRHA) Memorandum of Understanding (MOU)

10. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

- A. Resolution 24-1976/Authorizing the Mayor to sign the Interlocal Agreement for Regional Emergency Management, known as the Northshore Emergency Management Coalition
- B. Resolution 24-1978/Authorizing the Mayor to Sign the Professional Services Agreement for 2025-2026 State Legislative Advocacy Services with Gordon Thomas Honeywell Government Relations
- C. Resolution 24-1979/Authorizing the Mayor to sign the Retaining Wall Maintenance and Replacement Agreement between the Washington State Department of Transportation and the City of Lake Forest Park
- D. 2025-2026 Biennial Budget and related items
- E. Ordinance 24-1299/Adopting the Biennial Budget for 2025-2026
- F. Ordinance 24-1300/Levying Property Tax for Calendar Year 2025
- G. Ordinance 24-1301/Levying the General Taxes for the Fiscal Year commencing on January 1, 2025 on all property that is subject to taxation
- H. Resolution 24-1980/Setting the Sewer Utility Rates for 2025 and 2026
- I. Resolution 24-1981/Setting Surface Water Rates for 2025
- J. Resolution 24-1982/Setting the User Fees for 2025
- K. Ordinance 24-1304/Establishing new regulations regarding Solid Waste Utility Tax
- L. Ordinance 24-1305/Amending Chapter 3.19 of the Lake Forest Park Municipal Code, Sewer, Stormwater and Surface Water Service Tax

11. ORDINANCES AND RESOLUTIONS FOR ACTION

- A. Resolution 24-1973/Approving the Liz Loomis Public Affairs Professional Services Agreement for Levy Lid Lift Consulting Services
- B. Ordinance 24-1297/Amending the 2023-2024 Budget
- C. Ordinance 24-1298/Amending the Lake Forest Park Municipal Code by creating a new Chapter 3.87, Traffic Safety Fund

12. COUNCIL DISCUSSION AND ACTION

13. OTHER BUSINESS

14. COUNCIL COMMITTEE REPORTS

- A. Councilmember Reports
- B. Mayor's Report
- C. City Administrator's Report

15. ADJOURN

FUTURE SCHEDULE

- Monday, November 11, 2024, Veteran's Day – City Offices Closed
- Thursday, November 14, 2024, 6:00 p.m. City Council Special Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, November 21, 2024, 6:00 p.m. City Council Special Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, November 28, 2024, Thanksgiving Day – City Offices Closed
- Friday, November 29, 2024, Native American Heritage Day – City Offices Closed

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

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



PROCLAMATION

WHEREAS, the global charity Movember Foundation’s vision is to have an everlasting impact on the face of men’s health; and

WHEREAS, the Movember community of over 5 million men and women have raised over \$1.3 billion, funding over 1,320 programs in 20 countries – this work is saving and improving the lives of men affected by prostate cancer, testicular cancer and mental health problems; and

WHEREAS, men are dying on average 4.5 years earlier than women and for largely preventable reasons; and

WHEREAS, 1 in 8 men will be diagnosed with prostate cancer in his lifetime and treatment options for prostate cancer vary depending on a man’s age, stage and grade of his cancer, as well as his other existing medical conditions; and

WHEREAS, testicular cancer is the most common cancer in males between the ages of 15 and 34: and

WHEREAS, 1 in 5 adults in the U.S. will experience a mental health problem in any given year and roughly 100 men in the U.S. die by suicide every day; and across the world, one man dies by suicide every minute of every day, with males accounting for 69% of all suicides; and

WHEREAS, “MOVING” can reduce your risk of heart disease, diabetes, and cancer by up to 50% and lower your risk of early death by up to 30%; and

WHEREAS, Lake Forest Park joins communities across our nation to challenge men to grow, and women to support, a moustache or to make a commitment to get active and MOVE, both of which spark conversations and raise vital funds and awareness for men’s health.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim November 2024 as

MONTH OF MOVEMBER

and urge all members of our community to join in recognizing this significant occasion and join the movement to change the face of men’s health

Signed this 7th day of November, 2024

Thomas French, Mayor



PROCLAMATION

WHEREAS, Native American Heritage Month is recognized annually to honor Indigenous cultures, histories, traditions, art, and achievements; and

WHEREAS, in the face of broken treaties, violent displacement, and genocide, Native Americans have persevered and continued with remarkable strength, resistance, resilience, and self-determination; and

WHEREAS, Native Americans, including local Duwamish, Snoqualmie, Snohomish, Suquamish, Tulalip, and many others have been protectors and stewards of our natural resources and environment since time immemorial; and

WHEREAS, the City of Lake Forest Park values the many contributions made to society by Native people in technology, science, philosophy, the arts; and especially our local Indigenous volunteers and leaders; and

WHEREAS, the City of Lake Forest Park recognizes that we must work to combat the impacts of discrimination and racist policies on Native people, past and present, and eliminate inequities stemming from colonization.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim November 2024 as

NATIVE AMERICAN HERITAGE MONTH

and encourage all residents to learn more and support the work of Native people and organizations.

Signed this 7th day of November, 2024

Thomas French, Mayor

Communicating About Ballot Measures

Section 6, Item A.

CITY OF LAKE FOREST PARK | November 7, 2024



Who We Are

- 50+ years of experience working with local governments
- 93% of ballot measures supported by voters
 - Sales tax increases for transportation benefit districts and justice centers, bonds, public safety and general levies
 - Annexations and/or mergers to create efficiencies for fire/EMS
- Knowledge of PDC laws to maintain integrity with voters
- General communications, public relations and crisis communications

Project Principals

Liz Loomis, Owner and Founder

- Project strategy, key messages and communications plan
- Former elected official at the city and state levels
- State and national conference presenter on improving communication with taxpayers

Susanne Stefani, Communications Director

- Project director and manages content development
- Former K-12 educator, administrator, and community leader
- Guided public schools through COVID, distance learning, and crisis communication

Meredith Nettles, Operations Manager

- Client services, direct mail production and social media content
- Former DC Bureau Specialist for ABC News
- Winner of an Emmy and four Edward R. Murrow awards

Strategic communication services for local governments, cities, utilities, public hospitals, school, ambulance, park, and fire/EMS districts.

What We Do



BALLOT
MEASURES



OFFSITE GENERAL
COMMUNICATION
SERVICES



PUBLIC
RELATIONS



CRISIS
COMMUNICATIONS

Transportation benefit districts, public safety levies, levy increases or renewals, mergers, annexations, bonds, forming/funding special taxing districts

How We Do It

Project Approach (12 months on average)

Phase 1: Project Development, Systems and Research

Phase 2: Key Messages and Communications Plan

Phase 3: Implement Plan

Strategies and Tactics for Message Delivery

- **Paid Communications: Projects that the client pays to produce**
 - Newsletters, direct mail piece, paid advertising
- **Earned Media: Working with local news media to secure coverage**
 - Media releases, letters to the editor, editorial board visits, editorial pieces
- **Social Media: Facebook, Twitter, Instagram, YouTube, Nextdoor, etc.**
 - Posts (graphics and text), videos, paid advertising
- **Owned Media: Communication assets owned by the client or coalition partners**
 - Websites, signage, electronic distribution lists
- **Public Outreach: How we engage the public**
 - Town Halls (virtual or in person), open houses, public meetings, presentations to community

How We Get It Done



Facilitate project through regular calls or meetings



Develop, design, and secure approval for material content



Coordinate production, dissemination of all materials



24-hour public relations assistance for issues independent of ballot measure

Deadlines for the November 2025 General Election

- August 5, 2025 – Last day to file resolution for November 2025 election
- ~ October 17, 2025 – Ballots mailed
- November 4, 2025 – Election day

Past Projects

Airway Heights

- Renewing/increasing the sales tax rate for its Transportation Benefit District.
- Annexing the city to the library district, which freed up \$400,000 to hire additional firefighters.
- \$8 million bond for a new fire station.
- Levy increase of \$1 per \$1,000 of assessed property value for police and criminal justice services.

Arlington, Brier, Mill Creek and Mountlake Terrace (Edmonds-2025)

- Annexed these cities to a regional fire authority, which released money for the general fund.

Blaine and Lake Stevens

- Establishing and funding a Transportation Benefit District.

Questions?

Liz Loomis, President

liz@llpa.biz | 425-308-6236

Susanne Stefani, Communications Director

susanne@llpa.biz | 503-910-7800

Meredith Nettles, Operations Manager

meredith@llpa.biz | 850-501-3126



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Community Development Department

Contact Person Mark Hofman, Community Development Director
Kim Adams Pratt, City Attorney

Title Ordinance 24-1302/Adopting Interim Development Regulations relating to Indoor Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing

Legislative History

- First Presentation November 7, 2024, Special Meeting

Attachments:

1. Ordinance 24-1302

Executive Summary

The Council previously adopted interim development regulations related to indoor emergency shelters and housing, Transitional Housing, and Permanent Supportive Housing (together, “Emergency Housing”) with Ordinance 1227. That interim regulations in Ordinance 1227 were renewed by Ordinances 1236, 1248, 23-1264, and 23-1275. The interim regulations were renewed, rather than adopt permanent development regulations because the City was waiting for additional information from the Department of Commerce and King County. As part of a holistic look at housing, Emergency Housing will be analyzed and reviewed for the housing regulations that the City is required to adopt by June 30, 2025.

The interim regulations expired on March 19, 2024. The proposal is for Council to adopt interim regulations again, in 2025 consider these topics with other housing regulations, and adopt permanent Emergency Housing regulations prior to June 30, 2025.

Background

"E2SHB 1220, Emergency Shelters and Housing – Local Planning and Development, was adopted during the state legislature’s 2021 regular session and became effective July 25, 2021. E2SHB 1220

amends statutory requirements for cities regarding affordable housing, emergency shelters and housing, and transitional and permanent supportive housing.

E2SHB 1220 provides in part that “[e]ffective September 30, 2021, a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.”

Before the adoption of Ordinance 1227, Lake Forest Park Municipal Code (LFPMC) included two zoning districts that allow hotels: Commercial Corridor (CC) and Town Center (TC). The CC zoning designation occurs on the three narrow parcels across Bothell Way NE from Town Center that comprise roughly one-third of an acre, and on one parcel occupied by North Park Heating and Sheet Metal on Ballinger Way that is about two-thirds of an acre. The Town Center zone includes an area of about 18 acres.

E2SHB 1220 also states that “[a] city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed.” Currently, the TC, CC, and Residential (includes Southern Gateway-Corridor, Southern Gateway-Transition and Southern Gateway-Single-family Residential) zones do not list transitional housing or permanent supportive housing as permitted uses.

Under the Growth Management Act (GMA), interim regulations may be in effect for six months and may be renewed for one or more six-month periods. GMA also requires the City Council to hold a public hearing within sixty days of adopting interim regulations. By holding the hearing at this meeting, the City is in compliance with this requirement.

Fiscal & Policy Implications

Adopting Ordinance 24-1302 brings the City into compliance with state law.

Staff Recommendation

Hold the required public hearing on interim regulations and provide direction to the Administration after public testimony on any considerations that should be addressed in draft regulations.

Adopt Ordinance 24-1302, interim development regulations relating to Indoor Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing.

ORDINANCE NO. 24-1302

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO INDOOR EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by RCW 35A.63.100; and

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations and renewals of interim regulations for one or more six-month period; and

WHEREAS, in 2021, the Washington State Legislature passed E2SHB 1220, that included an addition to RCW 35A.21.430, which, among other things, requires cities to allow emergency housing in certain zones in which residential dwelling units and hotels are allowed and prohibits cities from excluding indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed (except if allowed in the majority of zones within a one-mile proximity to transit); and

WHEREAS, as authorized by RCW 35A.21.430, the interim regulations in this Ordinance include reasonable occupancy, spacing, and intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters (together, "Emergency Housing") to protect public health and safety so long as those reasonable restrictions do not prohibit the number of units assigned by the Washington State Department of Commerce ("Commerce"); and

WHEREAS, the occupancy, spacing, and intensity requirement in these interim regulations are necessary to preserve the public health and safety because they provide for basic health requirements while accommodating the City's needs for such Emergency Housing; and

WHEREAS, on March 2, 2023, the City received notice that Commerce had finalized guidance for counties and municipalities to use in identifying how much emergency housing is needed; and King County and the cities within King County have

used that information to distribute emergency housing locally and incorporate this information into revised Comprehensive Plans that are due to be adopted by December 31, 2024; and

WHEREAS, RCW 36.70A.635 requires the City to adopt, by June 30, 2025, development regulations to implement the middle housing requirements in the Growth Management Act, chapter 36.70A RCW; and as part of the City’s holistic look at housing, permanent Emergency Housing regulations will be analyzed and reviewed with the housing regulations due June 30, 2025.

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

Section 1. PRELIMINARY FINDINGS. The recitals and findings set forth above are hereby adopted as the City Council’s preliminary findings in support of the interim development regulations imposed by this ordinance.

Section 2. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending Chapter 18.08 LFPMC as follows:

18.08.307 Emergency housing.

"Emergency housing" means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

18.08.308 Emergency shelter.

"Emergency shelter" means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

...

18.08.528 Permanent supportive housing.

"Permanent supportive housing" means subsidized, leased housing with no limit on length of stay, paired with on-site or off-site voluntary services designed to support a person living with a disability to be a successful tenant in a housing

arrangement, improve the resident's health status, and connect residents of the housing with community-based health care, treatment, and employment services.

...
...

18.08.652 Transitional housing.

"Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

Section 3. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending permitted use in the Town Center zone as follows:

18.42.020 Permitted uses.

A. The following uses are permitted in the Town Center zone, subject to the general provisions as set forth in this title, except where modified by this chapter:

- 1. Accessory uses – on-site.
- 2. Artisanal/craft production and retail subject to 18.42.040(E).
- 3. Assisted housing facilities.
- ~~4. Boutique hotel and temporary lodging.~~
- ~~45.~~ Business offices and uses rendering professional, personal, medical-dental clinics, leasing offices, and instructional services subject to 18.42.040(F).
- ~~56.~~ Cultural, entertainment, and recreational facilities.
- ~~67.~~ Day care facilities – Type I and Type II subject to 18.42.040(G).
- ~~78.~~ Electric vehicle charging stations.
- ~~89.~~ Freestanding parking structures subject to 18.42.095, such as regional transit authority facilities.
- ~~940.~~ Government buildings and uses.
- ~~104.~~ Instructional institution.

- | 1~~1~~2. Micro-mobility programs including bicycle sharing and scooter sharing and related infrastructure.
- | 1~~2~~3. Multiple-family dwelling units.
- | 1~~3~~4. Public markets.
- | 1~~4~~5. Public utilities.
- | 1~~5~~6. Retail sales and services subject to 18.42.040(H).

B. Uses not listed. Uses not listed above may be authorized through a development agreement.

Section 4. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending permitted uses and adding limitations on uses in the Corridor Commercial (CC) zone as follows:

18.38.020 Permitted uses.

The following uses are permitted in the CC zone, subject to the off-street parking and landscaping requirements and other general provisions as set forth in this title, except where modified by this chapter:

- A. Retail sales of food and commodities, auto oriented services and sales, repair or sale of boats, motor vehicles, sale of food and alcohol for on-premises consumption, sale of gasoline or other fuels;
- B. Business offices and uses rendering professional, personal, and instructional services, such as real estate or insurance brokerages, consultants, medical or dental clinics, technical training, health clubs, and repair of jewelry, eyeglasses, clothing, household appliances and tools, or other such similar uses, vehicle or tool rentals, pet sales and veterinary clinics;
- C. Government buildings and uses, including but not limited to City Hall, police stations, libraries, administrative offices, and other public service uses that are compatible with the intent of the CC zone;
- D. Hotels and motels;
- E. Public utilities;
- F. Adult use establishments; provided, however, that the operation of an adult use establishment shall be prohibited within 660 feet of any residential zone; and provided further, that adult use establishments shall not be operated concurrently within 660 feet of, nor within the same structure as, the operation of any other adult use establishment;

and provided further, that no adult use establishment shall be located within 660 feet of schools, licensed day care centers, public parks, community centers or public libraries or churches which conduct religious or educational classes for minors.

G. Emergency housing and emergency shelters subject to section 18.38.025 limitations on use, and transitional housing and permanent supportive housing subject to limitations on use in this ordinance.

18.38.025 Limitations on use. Emergency housing and emergency shelter uses in this zone shall be subject to the following further conditions and limitations:

- A. Emergency housing and emergency shelter facilities are Type III decisions pursuant to LFPMC Ch. 16.26.180 (Code administrator’s decision requiring notice).
- B. On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
- C. The emergency housing or emergency shelter facilities must be located within a half mile walking distance of a bus or rail transit stop so that transit dependent residents are able to reach services and employment.
- D. To avoid a concentration of emergency housing or emergency shelter facilities, at the time of application, there shall be no other approved emergency housing or shelter facility located within a 1000 feet of the proposed emergency housing or shelter facility site. For the purposes of this subsection, distance shall be measured in a straight line between the closest property line of the existing facility and the closest property line of the proposed facility. For purposes of this section, if the City receives applications for proposed facilities that are within a half mile of each other, the first complete application received by the City shall be given priority.
- E. If provided, exterior lighting must be directed downward and glare must be contained within the facility site.
- F. The maximum number of residents in a facility is limited to the general capacity of the building and the level of staffing to be provided, but in no case more than 15.
- G. The organization managing and operating the emergency housing or emergency shelter facilities must submit a parking plan acceptable to the City showing that it has adequate parking to meet the expected demand from residents, staff, service providers and visitors.

Section 5. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending the sections of the LFPMC list below in the City's Residential Single-Family (RS) zones, Residential Multifamily (RM) zones, and Southern Gateway zones to allow as permitted uses transitional housing and permanent supportive housing subject to the limitations in Section 6 of this ordinance.

- a. 18.16.010 Permitted uses in RS-20 zone
- b. 18.18.010 Permitted uses in RS-15 zone
- c. 18.20.010 Permitted uses in RS-10 zone
- d. 18.21.010 Permitted uses in RS-9.6 zone
- e. 18.22.010 Permitted uses in RS-7.2 zone
- f. 18.24.020 Permitted uses in RM-3600 zone
- g. 18.26.020 Permitted uses in RM-2400 zone
- h. 18.28.020 Permitted uses in RM-1800 zone
- i. 18.30.020 Permitted uses in RM-900 zone
- j. 18.45.010 Permitted uses in Southern Gateway – Single-Family Residential zone
- k. 18.46.030 Permitted uses in Southern Gateway – Corridor zone
- l. 18.47.030 Permitted uses in Southern Gateway – Transition zone

Section 6. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted adopting limitations on transitional housing and permanent support housing where allowed as a permitted use:

- A. On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
- B. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the residents and not available for drop in use by non-residents.
- C. The organization managing and operating the facility must submit a parking plan acceptable to the City showing that it has adequate parking to meet the expected demand from residents, staff, service providers, and visitors.
- D. The facility must be located within a half mile walking distance of a transit stop so that transit dependent residents are able to reach services and employment.
- E. To avoid a concentration of uses, facilities must be at least 1000 feet from any other permanent supportive housing or transitional housing facilities, calculated as a radius from the property lines of the site.

Section 7. EFFECTIVE DURATION OF INTERIM DEVELOPMENT REGULATIONS. These interim development regulations set forth in this ordinance shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire on May 7, 2025, unless the same is renewed as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 8. PUBLIC HEARING. A public hearing was held by the City Council regarding these interim development regulations on November 7, 2024, as required by RCW 36.70A.390.

Section 9. REFERRAL TO STAFF. The Planning Director and/or his designee (the "Director") is hereby authorized and directed to develop appropriate permanent development regulations pursuant to Washington law, for review and recommendation for inclusion in the LFPMC regarding emergency housing and shelter, transitional housing, and permanent supportive housing as required by E2SHB 1220.

Section 10. 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 11. 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 12. EFFECTIVE DATE. The City Council hereby finds and declares the deadlines in E2SHB 1220 for cities to adopt compliant development regulations cause an emergency which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this 7th day of November, 2024.

APPROVED:

Thomas French

Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

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

ORDINANCE NO. 1227

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO INDOOR EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING; DECLARING AN EMERGENCY; PROVIDING FOR SERVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City’s police power and is specifically authorized by RCW 35A.63.100; and

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, the Washington State Legislature recently passed E2SHB 1220, which, among other things, requires cities to allow indoor emergency shelters and housing, transitional housing, and permanent supportive housing in certain zones; and

WHEREAS, E2SHB 1220 provides, in part, that a city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed, and that a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except if the city has adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit; and

WHEREAS, cities are allowed to adopt reasonable occupancy, spacing, and intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety so long as those reasonable restrictions do not prohibit the number of units assigned to the city by the Washington State Department of Commerce (“Commerce”); and

WHEREAS, the City has not been provided with the data as described in section 2 of HB 1220(2)(a) by the Washington State Department of Commerce (“Department of Commerce”) to develop a Housing Element of the Comprehensive Plan that ensures the vitality and character of established residential neighborhoods that:

Includes an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, as provided by the department of commerce, including: (i) Units for moderate, low, very low, and extremely low-income households; and (ii) Emergency housing, emergency shelters, and permanent supportive housing; and

WHEREAS, the City communicated with the Department of Commerce on September 16, 2021 and requested the data as described in HB 1220; and

WHEREAS, the Department of Commerce indicated on September 16, 2021 that it does not have the data referenced in HB 1220, but is in the process of developing a Request for Proposals for a consultant to develop the data over the next year. The Department of Commerce will need to develop methodology first and expects to have draft data prepared in the summer of 2022; and

WHEREAS, due to the lack of data from the Department of Commerce, the Council finds that reasonable intensity, spacing, and occupancy requirements are necessary to protect the public health and must be based on data currently available to the City; and

WHEREAS, it is reasonable and necessary to utilize existing data until such time as the Department of Commerce provides the information regarding the City's projected housing needs identifying the number of housing units necessary to manage projected growth; and

WHEREAS, the 2020 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness identified 56 unsheltered individuals in North King County, within the cities of Bothell (part), Kenmore, Shoreline, Lake Forest Park, Woodinville, and Unincorporated Areas; and

WHEREAS, the 2019 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness identified 85 unsheltered individuals in North King County; and

WHEREAS, the population of the cities included in the North King County classification is approximately 110,000 people; and

WHEREAS, the Lake Forest Park makes up 12 percent of the population of the cities listed in the North King County classification; and

WHEREAS, based on an average number (2019 and 2020) of unsheltered individuals in North King County at 71 individuals, and the proportional share of population, 12 percent, the proportional share of unsheltered individuals the City would need to accommodate for is 9 individuals. Taking into account possible inaccuracy in the Point-In-Time method, accommodating fifteen (15) individuals would provide a sufficient number of permanent supportive housing, transitional housing, indoor

emergency housing or indoor emergency shelters necessary to accommodate the City's projected need for such housing and shelter; and

WHEREAS, these interim regulations will be reviewed by staff and the Council, and may be revised to generate more allowances based on the number of housing units necessary to manage projected growth; and

WHEREAS, the reasonable occupancy, spacing, and intensity requirement set in these interim regulations are necessary to preserve the public health and safety because they provide for basic health requirements, do not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters, and are sufficient to accommodate the City's needs for such housing and shelter according to the existing data; and

WHEREAS, E2SHB 1220 includes a September 30, 2021, deadline for cities to comply, and the City Council has determined that to comply with the deadline and thoroughly analyze permanent regulations, interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary to allow adequate time for the City to adopt permanent development regulations in compliance with E2SHB 1220;

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

Section 1. PRELIMINARY FINDINGS. The recitals and findings set forth above are hereby adopted as the City Council's preliminary findings in support of the interim development regulations imposed by this ordinance.

Section 2. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending Chapter 18.08 LFPMC as follows:

18.08.307 Emergency housing.

"Emergency housing" means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

18.08.308 Emergency shelter.

"Emergency shelter" means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement.

Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

...

18.08.528 Permanent supportive housing.

"Permanent supportive housing" means subsidized, leased housing with no limit on length of stay, paired with on-site or off-site voluntary services designed to support a person living with a disability to be a successful tenant in a housing arrangement, improve the resident's health status, and connect residents of the housing with community-based health care, treatment, and employment services.

...

...

18.08.652 Transitional housing.

"Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

Section 3. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending permitted use in the Town Center zone as follows:

18.42.020 Permitted uses.

A. The following uses are permitted in the Town Center zone, subject to the general provisions as set forth in this title, except where modified by this chapter:

- 1. Accessory uses – on-site.
- 2. Artisanal/craft production and retail subject to 18.42.040(E).
- 3. Assisted housing facilities.

~~4. Boutique hotel and temporary lodging.~~

~~45.~~ Business offices and uses rendering professional, personal, medical-dental clinics, leasing offices, and instructional services subject to 18.42.040(F).

~~56.~~ Cultural, entertainment, and recreational facilities.

~~67.~~ Day care facilities – Type I and Type II subject to 18.42.040(G).

- | ~~78~~. Electric vehicle charging stations.
- | ~~89~~. Freestanding parking structures subject to 18.42.095, such as regional transit authority facilities.
- | ~~940~~. Government buildings and uses.
- | ~~104~~. Instructional institution.
- | ~~112~~. Micro-mobility programs including bicycle sharing and scooter sharing and related infrastructure.
- | ~~123~~. Multiple-family dwelling units.
- | ~~134~~. Public markets.
- | ~~145~~. Public utilities.
- | ~~156~~. Retail sales and services subject to 18.42.040(H).

B. Uses not listed. Uses not listed above may be authorized through a development agreement.

Section 4. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending permitted uses and adding limitations on uses in the Corridor Commercial (CC) zone as follows:

18.38.020 Permitted uses.

The following uses are permitted in the CC zone, subject to the off-street parking and landscaping requirements and other general provisions as set forth in this title, except where modified by this chapter:

- A. Retail sales of food and commodities, auto oriented services and sales, repair or sale of boats, motor vehicles, sale of food and alcohol for on-premises consumption, sale of gasoline or other fuels;
- B. Business offices and uses rendering professional, personal, and instructional services, such as real estate or insurance brokerages, consultants, medical or dental clinics, technical training, health clubs, and repair of jewelry, eyeglasses, clothing, household appliances and tools, or other such similar uses, vehicle or tool rentals, pet sales and veterinary clinics;

C. Government buildings and uses, including but not limited to City Hall, police stations, libraries, administrative offices, and other public service uses that are compatible with the intent of the CC zone;

D. Hotels and motels;

E. Public utilities;

F. Adult use establishments; provided, however, that the operation of an adult use establishment shall be prohibited within 660 feet of any residential zone; and provided further, that adult use establishments shall not be operated concurrently within 660 feet of, nor within the same structure as, the operation of any other adult use establishment; and provided further, that no adult use establishment shall be located within 660 feet of schools, licensed day care centers, public parks, community centers or public libraries or churches which conduct religious or educational classes for minors.

G. Emergency housing and emergency shelters subject to section 18.38.025 limitations on use, and transitional housing and permanent supportive housing subject to limitations on use in this ordinance.

18.38.025 Limitations on use. Emergency housing and emergency shelter uses in this zone shall be subject to the following further conditions and limitations:

- A. Emergency housing and emergency shelter facilities are Type III decisions pursuant to LFP MC Ch. 16.26.180 (Code administrator’s decision requiring notice).
- B. On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
- C. The emergency housing or emergency shelter facilities must be located within a half mile walking distance of a bus or rail transit stop so that transit dependent residents are able to reach services and employment.
- D. To avoid a concentration of emergency housing or emergency shelter facilities, at the time of application, there shall be no other approved emergency housing or shelter facility located within 1000 feet of the proposed emergency housing or shelter facility site. For the purposes of this subsection, distance shall be measured in a straight line between the closest property line of the existing facility and the closest property line of the proposed facility. For purposes of this section, if the City receives applications for proposed facilities that are within 1000 feet of each other, the first complete application received by the City shall be given priority.

E. If provided, exterior lighting must be directed downward and glare must be contained within the facility site.

F. The maximum number of residents in a facility is limited to the general capacity of the building and the level of staffing to be provided, but in no case more than 15.

G. The organization managing and operating the emergency housing or emergency shelter facilities must submit a parking plan acceptable to the City showing that it has adequate parking to meet the expected demand from residents, staff, service providers and visitors.

Section 5. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending the sections of the LFPMC list below in the City's Residential Single-Family (RS) zones, Residential Multifamily (RM) zones, and Southern Gateway zones to allow as permitted uses transitional housing and permanent supportive housing subject to the limitations in Section 6 of this ordinance.

- a. 18.16.010 Permitted uses in RS-20 zone
- b. 18.18.010 Permitted uses in RS-15 zone
- c. 18.20.010 Permitted uses in RS-10 zone
- d. 18.21.010 Permitted uses in RS-9.6 zone
- e. 18.22.010 Permitted uses in RS-7.2 zone
- f. 18.24.020 Permitted uses in RM-3600 zone
- g. 18.26.020 Permitted uses in RM-2400 zone
- h. 18.28.020 Permitted uses in RM-1800 zone
- i. 18.30.020 Permitted uses in RM-900 zone
- j. 18.45.010 Permitted uses in Southern Gateway – Single-Family Residential zone
- k. 18.46.030 Permitted uses in Southern Gateway – Corridor zone
- l. 18.47.030 Permitted uses in Southern Gateway – Transition zone

Section 6. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted adopting limitations on transitional housing and permanent support housing where allowed as a permitted use:

- A. On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
- B. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the residents and not available for drop in use by non-residents.

- C. The organization managing and operating the facility must submit a parking plan acceptable to the City showing that it is consistent with surrounding uses and has adequate parking to meet the expected demand from residents, staff, service providers, and visitors.
- D. The facility must be located within a half mile walking distance of a transit stop so that transit dependent residents are able to reach services and employment.
- E. To avoid a concentration of uses, facilities must be at least 1000 feet from any other permanent supportive housing or transitional housing facilities, calculated as a radius from the property lines of the site.

Section 7. EFFECTIVE DURATION OF INTERIM DEVELOPMENT REGULATIONS. These interim development regulations set forth in this ordinance shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire on March 23, 2022, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 8. SET A PUBLIC HEARING. A public hearing shall be held by the City Council regarding these interim development regulations on or before November 22, 2021, as required by RCW 36.70A.390.

Section 9. REFERRAL TO STAFF. The Planning Director and/or his designee (the "Director") is hereby authorized and directed to develop appropriate permanent development regulations pursuant to Washington law, for review and recommendation for inclusion in the LFPMC regarding emergency housing and shelter, transitional housing, and permanent supportive housing as required by E2SHB 1220.

Section 10. 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.

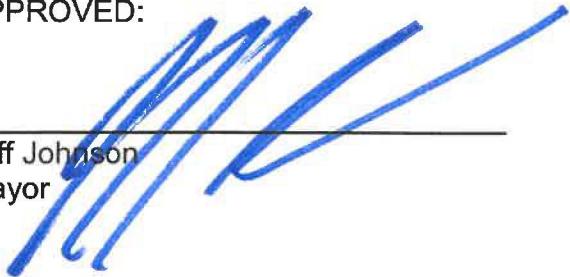
Section 11. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 12. EFFECTIVE DATE. The City Council hereby finds and declares the deadlines in E2SHB 1220 for cities to adopt compliant development regulations cause an emergency which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-

exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this 23rd day of September, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

APPROVED AS TO FORM:



Kim Adams Pratt
City Attorney

Introduced: September 9, 2021
Adopted: September 23, 2021
Posted: September 28, 2021
Published: September 28, 2021
Effective: September 23, 2021



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Community Development

Contact Person Mark Hofman, Community Development Director

Title Ordinance 24-1303/Amending Chapter 16.26 of the Lake Forest Park Municipal Code in accordance with amendments to State Law adopted in Senate Bill 5290

Legislative History

- First Presentation November 7, 2024 – Special Meeting

Attachments:

1. Ordinance 24-1303
2. Exhibit A to Ordinance 24-1303

Executive Summary

The Lake Forest Park Municipal Code (“LFPMC”) currently establishes standard procedures for land use and related decisions to provide an integrated and consolidated permit review process. Local project review processes for cities are governed by Chapter 36.70B RCW. Senate Bill (SB) 5290 was passed during the 2023-2024 legislative session and amended Chapter 36.70B RCW to set new requirements for processing applications. Proposed Ordinance 24-1303 would authorize amendments to Chapter 16.26 LFPMC in accordance with SB 5290.

The amendments include clarifications of what is required for a complete application, what is included in a Notice of Application, and revised deadlines for a final decision to be issued for each type of application. The deadlines range from 65 to 170 days. The proposed Ordinance adopts the deadlines in SB 5290, but these may be modified by the City Council. Staff plans on gathering deadline data for the City Council and providing it for consideration at a later date. SB 5290 also provides that portions of permit fees will be refunded if the deadlines are not met. Refund provisions can be eliminated if a city has adopted at least three of ten designated

mitigation measures. The Whereas clauses in the proposed Ordinance explain which mitigation measures the City currently has in place.

Adoption of code amendments is required by January 1, 2025, or the City will, by default, work under the statutory deadlines and refund provisions.

Background

Updates and amendments in SB 5290 are intended to consolidate, streamline and further improve local permit review processes for improved outcomes for applicants, customers, planners, builders and designers. Amendments went into effect in the summer of 2023, except for new permit time period requirements which will go into effect on January 1, 2025. The chart below provides the SB 5290 section and corresponding RCW, a summary of the provisions, and the deadline for adoption:

Section 7(1)(a)-(k) RCW 36.70B.080	Revise the existing 120-day time period for project review from the date an application is determined complete. The default time periods listed in the section apply automatically if the local government does not adopt an ordinance setting or changing the time periods.	January 1, 2025
Section 7(1)(l) RCW 36.70B.080	Refund 10-20% of permit fees if the new time periods described in section 7 are not met, unless they have adopted at least 3 measures per section 8. Also, allows a local government to only collect 80% of a permit fee upon application, and the remainder only if time periods are met.	January 1, 2025

Fiscal & Policy Implications

No fiscal impact is expected from adoption of the ordinance.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Approve the Amendments 	Council will authorize amendments to Chapter 16.26 LFPMC
<ul style="list-style-type: none"> No Action 	Council will not authorize amendments to Chapter 16.26 LFPMC and the City will by default adopt the provisions in state statute

Staff Recommendation

Hold the public hearing and review Ordinance 24-1303 amending LFPMC 16.26 in accordance with Senate Bill 5290, and provide questions and requests for additional information for staff response.

ORDINANCE NO. 24-1303

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 16.26 OF THE LAKE FOREST PARK MUNICIPAL CODE IN ACCORDANCE WITH AMENDMENTS TO STATE LAW ADOPTED IN SENATE BILL 5290 AND EFFECTIVE ON JANUARY 1, 2025, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by RCW 35A.63.100; and

WHEREAS, local project review processes are governed by Chapter 36.70B RCW; and

WHEREAS, Senate Bill (SB) 5290 concerning consolidating local permit review processes was passed into law during the 2023-2024 legislative session, which amends Chapter 36.70B RCW to set new requirements for the processing of project permit applications; and

WHEREAS, SB 5290 Section 7, codified in RCW 36.70B.080, relating to maximum permit review times is effective on January 1, 2025; and

WHEREAS, the City must amend portions of Chapter 16.26 of the Lake Forest Park Municipal Code (LFPMC) to comply with RCW 36.70B.080; and

WHEREAS, RCW 36.70B.080, provides for partial refunds (10 to 20 percent) of permit fees collected if the deadlines for permit review are not met; except refunds are not required if a city has adopted at least three (3) of the mitigating measures listed in RCW 36.70B.160.

WHEREAS, consistent with RCW 36.70B.160, the City's current permit processing procedures include the following to provide prompt, coordinated review and ensure accountability to applicants and the public:

1. Impose reasonable fees to cover the cost to the city, of processing applications, inspecting and reviewing plans, or preparing detailed statements required by the State Environmental Policy Act RCW (RCW 36.70B.160(1)(b));
2. Maintain and budget for on-call permitting assistance for when permit volumes or staffing levels change rapidly (RCW 36.70B.160(1)(d));

- 3. Include development regulations that make preapplication meetings optional rather than a requirement of permit application submittal (RCW 36.70B.160(1)(g)); and
- 4. Include development regulations that make housing types an outright permitted use in all zones where the housing type is permitted (RCW 36.70B.160(1)(h).

WHEREAS, the adoption of these amendments to the City’s review process is exempt from review under the State Environmental Policy Act, Chapter 43.21C RCW, pursuant to WAC 197-11-800(19); and

WHEREAS, in accordance with the requirements set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City’s intent to adopt the proposed amendments on October 18, 2024, and received notice that the Department had granted expedited review on _____, 2024; and

WHEREAS, the City Council held a public hearing regarding the amendments on _____, 2024; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of _____, and _____ 2024;

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

Section 1. FINDINGS ADOPTED. The “Whereas Clauses” set forth in the recitals of this Ordinance are hereby adopted as the findings and conclusions of the City Council for adopting this Ordinance.

Section 2. AMEND. LFPMC Section 16.26.020, Definitions, is hereby amended as shown in Exhibit A attached and incorporated by this reference.

Section 3. AMEND. LFPMC Section 16.26.040, Applications, is hereby amended as shown in Exhibit A attached and incorporated by this reference.

Section 4. REPORT AND POSTING. An annual performance report shall be prepared, posted on the City’s website, and sent to Department of Commerce by March 1st of each year that includes the following regarding permit applications and processing:

- (a) Permit time periods for permit processes in the City in relation to those established under RCW 36.70B.080, as amended, including whether the City established shorter time periods than those provided in the RCW;

- (b) The total number of decisions issued during the year for the following permit types: Preliminary subdivisions, final subdivisions, binding site plans, permit processes associated with the approval of multifamily housing, and construction plan review for each of these permit types when submitted separately;
- (c) The total number of decisions for each permit type which included consolidated project permit review, such as concurrent review of a rezone or construction plans;
- (d) The average number of days from a submittal to a decision being issued for the project permit types listed in (b) of this section;
- (e) The total number of days each project permit application in (b) of this section was in review with the city;
- (f) The total number of days that were excluded from the time period calculation under LFPMC 16.26.040(F), as amended, for each project permit application of a type listed in (b) of this section.

Section 5. SEVERABILITY. If any section, sentence, clause, or phrase of this Ordinance or any municipal code section amended hereby should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance or the amended municipal code section.

Section 6. 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 7. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

DRAFT

Exhibit A

16.26.020 Definitions.

H. “Project permit” or “project permit application” means any land use or environmental permit or license required from the City for a project action, including but not limited to site development permits, fill and grade permits, subdivisions, binding site plans, planned unit developments, conditional uses, site plan(s), shoreline substantial development permits, development plan review, site specific rezones which do not require a comprehensive plan amendment; but excluding adoption or amendment of a comprehensive plan, subarea plan or development regulations except as otherwise specifically included in this subsection.

16.26.040 Project Permit Applications.

A. Submittal Requirements.

1. Applications shall be submitted on forms provided by the city. The code administrator shall specify submittal requirements, including type, detail, and number of copies for an application to be complete. Unless a project is determined to be categorically exempt, an environmental checklist shall be included in the application.

2. The code administrator may waive specific submittal requirements determined to be unnecessary for review of an application. The code administrator may require additional material such as maps, studies, or models when the code administrator determines such material is needed to adequately assess the proposed project. The code administrator may participate in preapplication meetings.

B. Determination of Completeness Notice of Complete Application.

1. For the purposes of this Chapter, a complete application is one that contains all required information, supporting documentation, and signatures as outlined on the project permit application, and which is accompanied by payment of any and all fees as required by the community development department. Additional information or studies may be required or project modifications may be undertaken subsequent to the procedural review of the application by the City. The determination of completeness does not preclude the City from requesting additional information or studies either at the time of the notice of completeness or subsequently if new information is required or substantial changes in the proposed action occur.

24. Within 28 calendar days after receiving a project permit application, the code administrator shall notify the applicant in writing, stating either: (a) that whether the application is complete; or (b) that the application is not complete and that the City’s procedural submission requirements have not been met. The determination

~~will outline, if not, what is required to make the application procedurally complete; otherwise, the application shall be deemed complete as of the end of the twenty-eighth day.~~

~~3. An application will be deemed procedurally complete on the 29th day after receiving a project permit application if the City does not provide a written determination of completeness. When the City does not provide a written determination, the City may still seek additional information or studies as provided for in subsection (B)(1) of this section.~~

42. If additional information is requested, then within 14 calendar days after such information has been submitted, the code administrator shall notify the applicant as provided in LFPMC [16.26.040](#)(B)(2) or the application shall be deemed complete.

3. A land use application is complete when it meets the submittal requirements established by the code administrator and it is sufficient for continued processing. A determination that an application is complete shall not preclude the code administrator from requesting additional information or studies at any time to facilitate complete review of the application or if substantial changes in the permit application are proposed.

C. Environmental Compliance.

1. If possible, the code administrator shall issue a threshold determination or a decision that the project is categorically exempt before publication of the notice of application, but in no event later than 90 calendar days from the notice of complete application. Notice of any threshold determination shall be published in conjunction with the notice of application.

2. The code administrator may use the optional DNS procedure authorized by WAC [197-11-355](#) and include in the notice of application that this optional process will be used; that a determination of nonsignificance is likely; and that the comment period applicable to the notice of application will be the only opportunity to comment upon environmental issues.

D. Notice of Application.

1. The code administrator shall provide notice of application within 14 calendar days ~~of issuance of the notice of complete application after the determination of completeness as provided in subsection (B)~~ by:

a. Publication in a newspaper of general circulation in the city of a notice containing the date of the application, the date of the notice of complete application, the date of any public hearing, describing the project, its location, ~~other citytype of~~ permits ~~or approvals sought or~~ required,

comment period dates, and providing the address where the complete application file may be reviewed;

b. Mailing to agencies with jurisdiction, owners of real property within 300 feet of the project site, each person or organization which has requested such notice for the calendar year and paid any applicable fee as established by the council, and to the chairs of the planning commission ~~and the environmental quality commission~~, a notice which includes:

- i. The date of the application and of the notice of complete application;
- ii. The project description and location;
- iii. City permits or approvals sought;
- iv. The date of any public hearing, if scheduled at the date of the notice of application; ~~and~~
- v. Where the application and any studies can be reviewed;
- vi. The public comment period;
- vii. Statements regarding the right to receive notice of and participate in any hearing, request a copy of the decision once made, and any appeal rights; ~~and~~
- viii. The code administrator may include other information to the extent known at the time of notice of application, such as any decision under the State Environmental Policy Act, related permits required by other agencies or jurisdictions, identification of studies requested for application review, existing environmental documents applicable to the project, and a statement of the preliminary determination, if one has been made, of those development regulations that will be used for project mitigation.

~~and~~

c. Posting one sign immediately adjacent to each street frontage on or immediately adjacent to the site for any site specific application. The code administrator shall establish standards for size, color, layout, design, and wording of the signs and approve the location of the signs; provided, that no sign shall be posted higher than six feet from ground level;

2. The notice of application must be provided at least 15 days prior to an open record hearing.

3. A notice of application is not required for projects for which public comment or hearing are not required and that are categorically exempt under the State Environmental Protection Act.

E. Minimum Comment Period.

1. The notice of application shall be subject to a minimum comment period of 14 calendar days from the date of publication. The code administrator's recommendation or decision will not be issued prior to the expiration of the comment period.

2. The code administrator may accept and respond to public comments at any time prior to the closing of the public hearing record.

3. A single comment letter may be submitted to the code administrator addressing environmental impacts and other issues subject to review for those projects requiring review under the State Environmental Policy Act.

F. Project Time Limits.

1. ~~The code administrator shall establish reasonable and predictable times for review of applications and decisions thereon not to exceed 120 days, except as provided in RCW 36.70B.090 (2) time periods for City action for each type of complete project permit application will not exceed the time periods specified in this section.~~

2. For purposes of counting days of permit processing, the applicable time period ~~shall~~ will be calculated from the day completeness is determined under subsection (B) of this section to the date a final decision is issued on the project permit application. The number of days will be calculated by counting every calendar day and excluding the following time periods ~~begin on the first working day following the date the application is determined to be complete and shall exclude the following:~~

a. Any period between the day that the city has notified the applicant, in writing, that additional information is required to further process the application and the day when responsive information is resubmitted by the applicant; ~~during which the applicant is correcting plans, conducting studies, or providing additional information at the request or direction of the city and up to 14 days after the information has been provided, unless the city has earlier notified the applicant the information is complete.~~

b. Any period after an applicant informs the city, in writing, that they would like to temporarily suspend review of the project permit application until the time that the applicant notifies the city, in writing, that they would like to resume the application. The city may set conditions for the temporary suspension of a permit application; and ~~required to complete an EIS;~~

~~provided, that the applicant and the city agree upon such time or that the city has adopted a resolution specifying such time;~~

c. Any period ~~after~~for an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired; and

d. Any period excluded by agreement of the city and the applicant.

3. The time periods for city action to issue a final decision for each type of complete project permit application or project type subject to this chapter should not exceed the following time periods:

(a) For project permits which do not require public notice under subsection (D) of this section, the city will issue a final decision within 65 days of the determination of completeness under subsection (B) of this section;

(b) For project permits which require public notice under subsection (D) of this section, the city will issue a final decision within 100 days of the determination of completeness under subsection (B) of this section; and

(c) For project permits which require public notice under subsection (D) of this section and a public hearing, the city will issue a final decision within 170 days of the determination of completeness under subsection (B) of this section.

4. The time periods for the city to process a permit will start over if an applicant proposes a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use; as required under subsection (B) of this section.

5. If, at any time, an applicant informs the city, in writing, that the applicant would like to temporarily suspend the review of the project for more than 60 days, or if an applicant is not responsive for more than 60 consecutive days after the city has notified the applicant, in writing, that additional information is required to further process the application, an additional 30 days may be added to the time periods for city action to issue a final decision for each type of project permit that is subject to this chapter. Any written notice from the city to the applicant that additional information is required to further process the application must include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review. For the purposes of this subsection, "nonresponsiveness" means that an applicant is not making demonstrable progress on providing additional requested information to the city, or that there is no ongoing communication from the applicant to the city on the applicant's ability or willingness to provide the additional information.

6. Nothing in this subsection F prohibits the city from extending a deadline for issuing a decision for a specific project permit application for any reasonable period of time mutually agreed upon by the city and the applicant.

Budget Public Hearing

City of Lake Forest Park

Lindsey Vaughn, Finance Director



Public Hearing Overview

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

2025 Property Tax Levy

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

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

2025 Property Tax

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

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

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

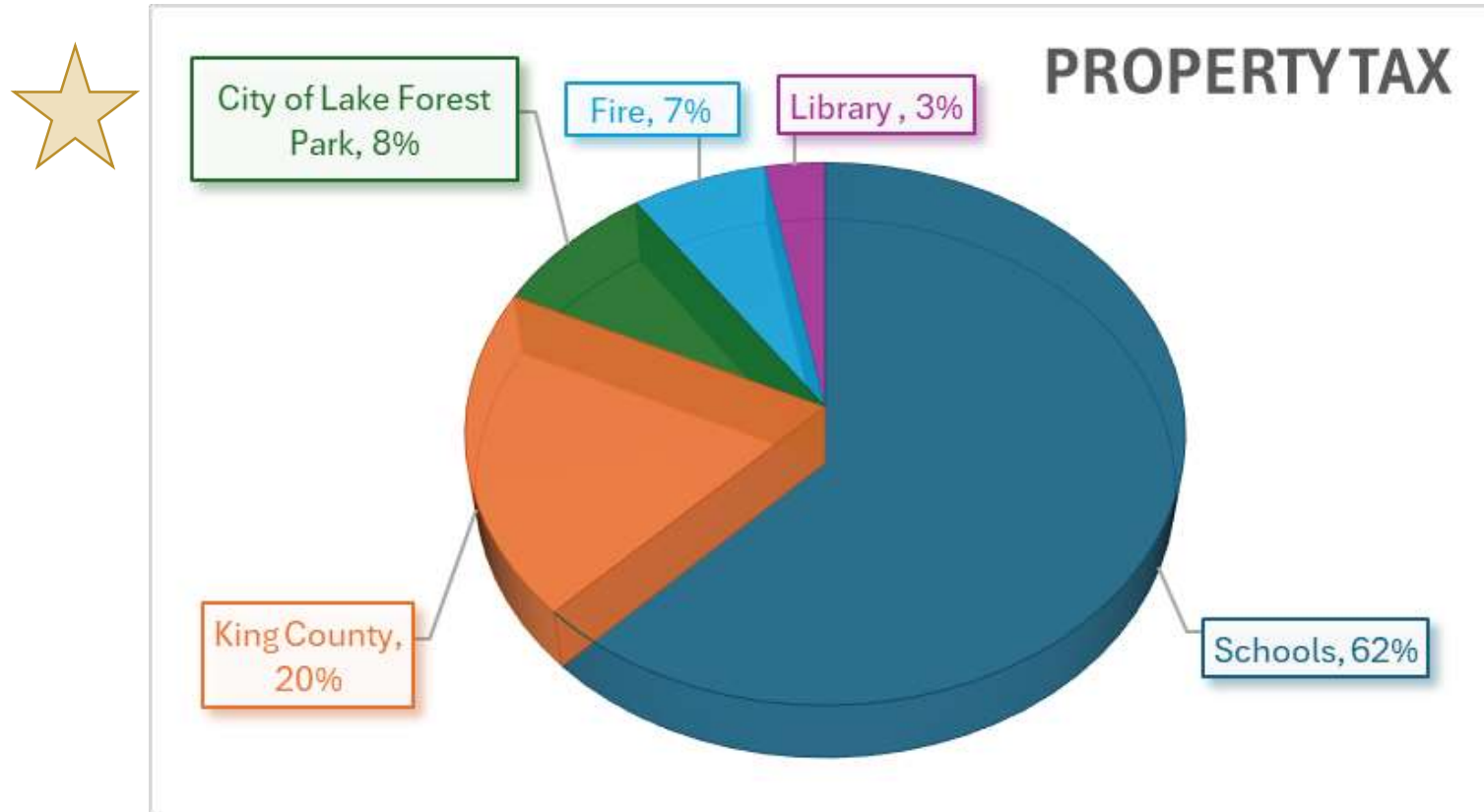
Example:

2024 Median Assessed Value \$790,000

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

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

Simplified Property Tax Breakdown





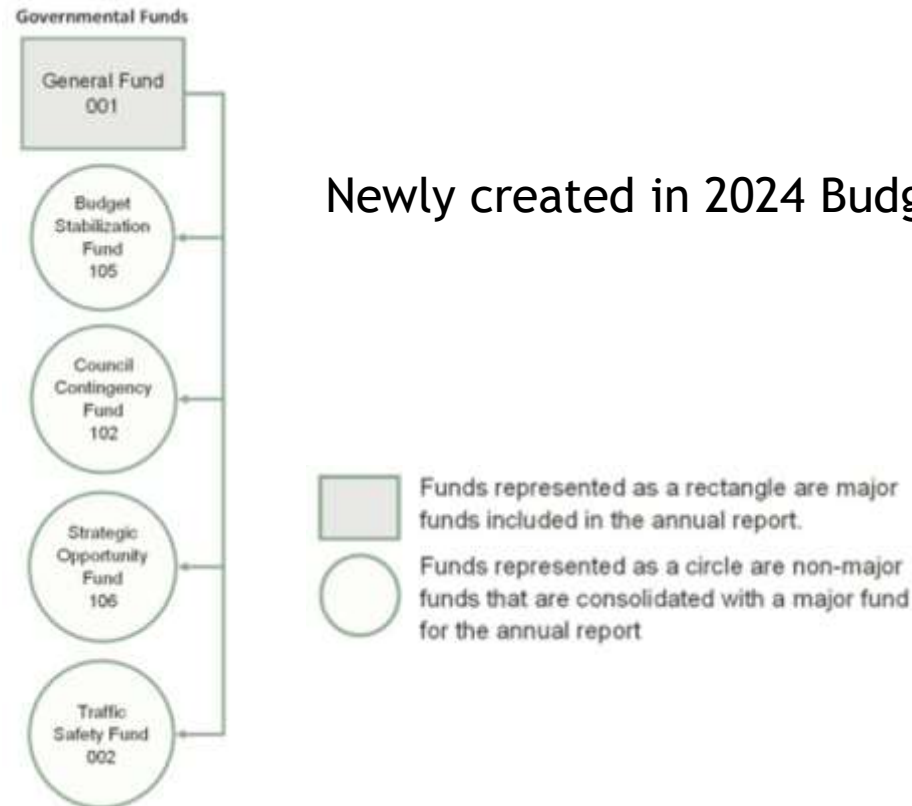
Expenditures

- Health Care Benefits increasing over 8%
- Municipal Court: Laserfische (one-time purchase and on-going annual costs)
- Community Partners:
 - Shoreline/Lake Forest Park Senior Center +\$20,000
 - ShoreLake Arts +\$19,000
 - 3rd Place Commons +\$13,000
- New Community Partners
 - Shoreline Historical Society +\$19,200
 - Hopestream +\$20,000
 - Funded through restricted opioid settlement fund
- Inflation costs: Consultants, Supplies & Materials
 - Jail Costs
 - 2021 \$104,975
 - 2022 \$257,263
 - 2023 \$454,907
 - Dispatch Costs switch to Norcom in 2023
 - \$179,360 (Bothell) to \$463,560 (Norcom) increasing \$283,560 first full year
 - Washington Cities Insurance Authority
 - Previously increased over 40%

Traffic Safety Fund 002 (page 14 in budget)

FINANCIAL ORGANIZATION CHART (FUND STRUCTURE)

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



Budgeted Positions

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

Proposed Sewer Rates

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

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

Proposed:

\$4.24 monthly increase in 2025

\$5.20 monthly increase in 2026

Residents are billed **bimonthly \$161.48**

2026: bimonthly \$171.88

Proposed Revenue Enhancements

- Increase the sewer utility tax from 6% to 10%.
 - Funds will help offset current general fund deficit.
 - Monthly increase per household at 10% - \$3.23

Sewer Monthly Service				
Monthly Residential Rates				
	2023	2024	2025	2026
King County	52.11	55.11	58.28	62.36
City	20.77	21.39	22.46	23.58
	\$ 72.88	\$ 76.50	\$ 80.74	\$ 85.94
Utility Tax 6%	\$ 4.37	\$ 4.59	\$ 4.84	\$ 5.16
Utility Tax 10%	\$ 7.29	\$ 7.65	\$ 8.07	\$ 8.59
Including Utility Tax 6%	\$ 77.25	\$ 81.09	\$ 85.58	\$ 91.10
Including Utility Tax 10%	\$ 80.16	\$ 84.15	\$ 88.81	\$ 94.54

	2025-2026 Revenue			
Sewer Utility	\$	8,001,871.00	Utility Tax Rate	Increase from 6%
	\$	480,112.26	6%	
	\$	560,130.97	7%	\$ 80,018.71
	\$	640,149.68	8%	\$ 160,037.42
	\$	720,168.39	9%	\$ 240,056.13
	\$	800,187.10	10%	\$ 320,074.84

Proposed Surface Water Rates

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

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

Proposed Revenue Enhancements

- Increase the surface water utility tax from 6% to 10%.
 - Funds will help offset current general fund deficit.
 - Monthly increase per household @ 10% - \$1.04

Surface Water							
class	class description	type	total 2024 revenue	proposed rate increase		6% Utility Tax	10% Utility Tax
				15%	'25		
1	single family residential	house	\$ 1,251,366.27	\$ 40.63	\$ 311.49	\$ 18.69	\$ 31.15

	2025-2026 Revenue			
Surface Water Utility	\$	3,408,246.37	Utility Tax Rate	Increase from 6%
	\$	204,494.78	6%	
	\$	238,577.25	7%	\$ 34,082.46
	\$	272,659.71	8%	\$ 68,164.93
	\$	306,742.17	9%	\$ 102,247.39
	\$	340,824.64	10%	\$ 136,329.85

Proposed Revenue Enhancement

- Adopt a solid waste utility tax
 - Funds will help offset current general fund deficit.
 - If other new revenues become available, this revenue stream could be allocated to providing a new Climate Project Coordinator position.
 - Monthly increase per household @ 10% - \$7.33 (90/96-gallon garbage can)
 - Annual CPI Modification 3.5% per contract

Numbers below are annual:

Solid Waste Utility Tax*	5%	6%	7%	8%	9%	10%
	\$ 128,450.00	\$ 154,140.00	\$ 179,830.00	\$ 205,520.00	\$ 231,210.00	\$ 256,900.00

*Source: Republic Services ESTIMATED

Proposed Utility Taxes

- Sewer Utility Tax
 - Currently 6%
 - Increase to 10%
- Surface Water
 - Currently 6%
 - Increase to 10%
- Solid Waste (Garbage) *NEW*
 - Currently not charged 0%
 - Increase to 10%

CY 2024		
City	Utility	Rate
LFP	Sewer	6.0%
	Surface water	6.0%
LFP Proposed	Sewer	10.0%
	Surface water	10.0%
	Solid waste	10.0%
Kirkland	Solid waste	10.5%
	Sewer	10.5%
	Surface water	7.5%
	Water	11.5%
Woodinville	Solid waste	4.0%
	Surface water	Flat fee
	Sewer	Flat fee
Duvall	Water	10.0%
	Sewer	10.0%
	Surface water	10.0%
	Solid waste	6.0%
Kenmore	Solid waste	10.0%
	Surface water	6.0%
	Sewer	5.0%
	Water	5.0%
Shoreline	Solid waste	6.0%
	Sewer	6.0%
	Surface water	6.0%
	Water	6.0%
Edmonds	Water	9.0%
	Surface water	8.5%
	Sewer	10.0%
	Solid waste	6.0%
Mountlake Terrace	Water	13.8%
	Sewer	10.0%
	Surface water	10.0%
	Solid waste	10.0%
Bothell	Solid waste	5.0%
	Water	11.2%
	Sewer	6.0%
	Surface water	6.0%
Yakima	Sewer	20.0%
	Solid waste	15%
	Surface water	15.0%
	Water	20%

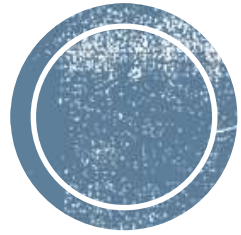
Proposed 2025 User Fee Schedule

- Sewer Rates 5.5%
 - King County 5.75% & City of Lake Forest Park 5%

- Surface Water Rate 15%

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

- Notary Services
 - \$10.00 to \$15.00



Council Questions/Comments

Open Public Hearing:
2025-2026 Preliminary Biennial Budget

**CITY OF LAKE FOREST PARK
CITY COUNCIL BUDGET AND FINANCE COMMITTEE MEETING MINUTES
October 17, 2024**

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

Budget & Finance Committee members present: Jon Lebo, Chair; Semra Riddle, Vice Chair; Paula Goode; Tracy Furutani (via Zoom), Larry Goldman

Budget & Finance Committee members absent: Lori Bodi, Ellyn Saunders

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

Others present: No visitors

CALL TO ORDER

Chair Lebo called the October 17, 2024, City Council Budget and Finance Committee meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Vice Chair Riddle moved to adopt the agenda as presented. Cmbr. Goode seconded. The motion to adopt the agenda as presented carried unanimously.

CITIZEN COMMENTS

There was no one in the audience wishing to speak.

DIRECTOR’S REPORT

September 2024 Budget Monitoring Dashboard

Director Vaughn presented the September 2024 Budget Monitoring Dashboard and responded to questions.

OLD BUSINESS

1 **Preliminary 2025-2026 Biennial Budget – Deliberations and Recommendations**

2
3 Chair Lebo opened a discussion on the Mayor’s Preliminary 2025-2026 Budget. The following
4 topics were discussed:

- 5
- 6 • Hiring a Climate Project Coordinator funded by a solid waste utility tax.
- 7 • Public Works Project Manager funding options.
- 8 • Budgeted FTEs and those funded by 002 Traffic Safety Fund.
- 9 • General Fund 6-year forecast.

10
11 **NEW BUSINESS**

12
13 ***Resolution 24-1974/Authorizing the Mayor to Sign a Contract with Transpo Group USA, Inc. to***
14 ***Conduct a Traffic Safety Study.***

15
16 Administrator Hill presented the item and responded to questions.

17
18 ***Ordinance 24-1297/Amending the 2023-2024 Budget***

19
20 Director Vaughn presented the item and responded to questions.

21
22 The budget amendment will be brought back at a future meeting for further discussion.

23
24 ***Ordinance 24-1298/Amending the Lake Forest Park Municipal Code by Creating a New***
25 ***Chapter 3.87, Traffic Safety Fund***

26
27 Director Vaughn presented the item and responded to questions.

28
29 The item will be brought back at a future meeting.

30
31 **ADJOURNMENT**

32
33 There being no further business, Chair Lebo adjourned the meeting at 7:51 p.m.

34
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38 _____
39 Jon Lebo, Chair

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43 _____
44 Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES
October 21, 2024**

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

Councilmembers present: Tracy Furutani, Vice Chair; Larry Goldman, Paula Goode, John Lebo, Semra Riddle

Councilmembers absent: Lorri Bodi, Deputy Mayor; Ellyn Saunders

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

Others present: Cristina Haworth, Project Manager from Otak

CALL TO ORDER

Vice Chair Furutani called the October 21, 2024, Committee of the Whole meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

PUBLIC COMMENTS

There was no one in the audience wishing to speak.

DISCUSSION ITEMS

2024 Lake Forest Park Comprehensive Plan Update

Vice Chair Furutani opened a discussion on the Housing and Land Use chapters of the Comprehensive Plan. Cristina Haworth responded to questions from the Council and updated parts of the Comprehensive Plan.

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

Administrator Hill solicited questions from the council. This will be brought back at a future meeting.

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

3
4 Administrator Hill presented the item and responded to questions.

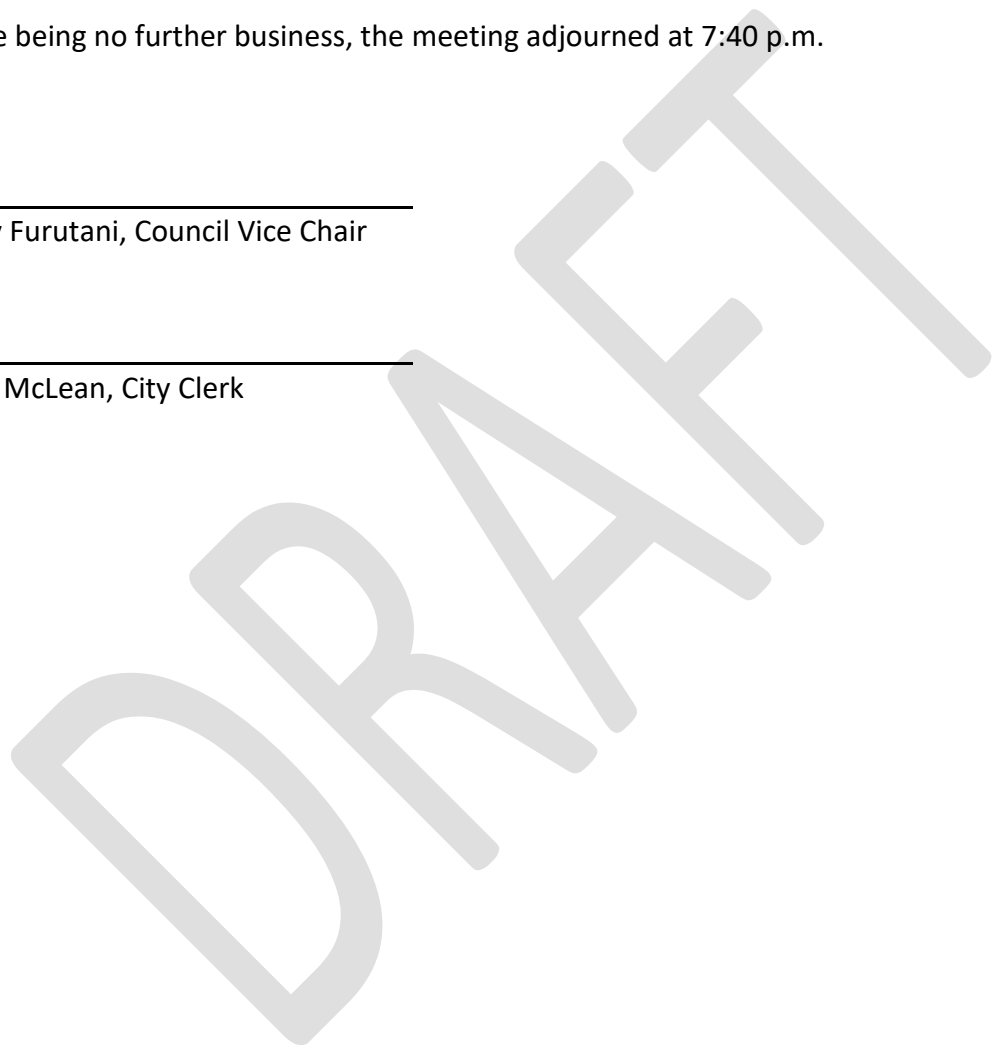
5
6 This will be brought back at a future meeting.

7
8 **ADJOURNMENT**

9
10 There being no further business, the meeting adjourned at 7:40 p.m.

11
12
13
14 _____
15 Tracy Furutani, Council Vice Chair

16
17
18 _____
19 Matt McLean, City Clerk



CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL WORK SESSION MEETING MINUTES
October 24, 2024

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

Councilmembers present: Tracy Furutani, Vice Chair; Larry Goldman, Paula Goode, Jon Lebo, Semra Riddle (via Zoom), Ellyn Saunders

Councilmembers absent: Lorri Bodi, Deputy Mayor

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

Others present: Cristina Haworth, Project Manager from Otak
3 visitors

CALL TO ORDER

Mayor French called the October 24, 2024 City Council special work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

COUNCIL DISCUSSION TOPICS

2024 Lake Forest Park Comprehensive Plan

Vice Chair Furutani opened a discussion on the Community Services & Public Safety and Parks, Trails, and Open Space chapters of the Comprehensive Plan. Ms. Haworth responded to questions from the Council and updated parts of the Comprehensive Plan.

ADJOURNMENT

There being no further business, Mayor French adjourned the meeting at 6:37 p.m.

Tom French, Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
October 24, 2024**

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

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

Councilmembers absent: Lorri Bodi, Deputy Mayor

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Katie Phillips, Project Manager; Matt McLean, City Clerk

Others present: 26 visitors

CALL TO ORDER

Mayor French called the October 24, 2024 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor French led the Pledge of Allegiance.

ADOPTION OF AGENDA

Cmbr. Goldman moved to amend the agenda and remove item 9.F, Resolution 24-1975/Canceling Certain Checks. **Cmbr. Furutani seconded. The motion to adopt the agenda as amended carried unanimously.**

PUBLIC COMMENTS

Mayor French invited comments from the audience.

- Nigel Keiffer: property taxes and the potential levy lid lift.
- Jack Tonkin: slow down on the levy lid lift, know the numbers before asking public for additional funds
- Sarah Phillips: the importance of budgeting for a climate action manager.
- Don Nibouar: work together to determine if a levy lid lift is required before hiring a consultant.

- 1 • Alan Kiest: Resolution 24-1975, council should not be spending money on consultants to
- 2 ask for more money from the residents.

3
 4 There being no one else in the audience wishing to speak, Mayor French closed public
 5 comment.

6
 7 **FINAL CONFIRMATION – Tree Board Candidate Richard Saunders**

8
 9 Council interviewed Candidate Saunders.

10
 11 **Cmbr. Goldman moved** to confirm Richard Saunders’ appointment to the Tree Board.
 12 **Cmbr. Saunders seconded. The motion to confirm Richard Saunders’ appointment**
 13 **passed unanimously.**

14
 15 **PROCLAMATIONS**

16
 17 **Freedom to Read Month**

18
 19 Cmbr. Goldman read a proclamation recognizing October as Freedom to Read month.

20
 21 **Veterans Day**

22
 23 Mayor French read a proclamation recognizing November 11, 2024 as Veterans Day and
 24 thanked those who have served in the armed forces.

25
 26 **Garden Clubs Centennial**

27
 28 Cmbr. Furutani read a proclamation celebrating the 100th anniversary of the Lake Forest Park
 29 Garden Club and Lakeshore Garden Club

30
 31 **PUBLIC HEARING – Preliminary 2025-2026 Biennial Budget**

32
 33 Director Vaughn gave a presentation and responded to questions.

34
 35 Mayor French opened the Public Hearing for comments.

36
 37 The following people provided oral comment in opposition of the Preliminary Budget:

- 38 • Nigel Keiffer
- 39 • Jack Tonkin
- 40 • Alan Kiest

41
 42 Written comments were received from Sarah Arndt, North Urban Human Services Alliance
 43 requesting support for the Shoreline-LFP Senior Center.

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

3
4 Mayor French and Director Vaughn responded to questions.

5
6 Mayor French closed the public hearing.

7
8 **PRESENTATIONS**

9
10 **Shoreline Fire Department – Regional Fire Authority Ballot Measure**

11
12 Fire Chief Cowan gave a presentation and responded to questions.

13
14 **King County Regional Homelessness Authority**

15
16 Nigel Herbig and Abby Anderson from KCRHA gave a presentation and responded to questions.

17
18 **Mayor French called for a five minute recess.**

19
20 **2025-2026 State Legislative Agenda**

21
22 Shelly Helder from Gordon Thoams Honeywell Government Relations gave a presentation and
23 responded to questions.

24
25 **CONSENT CALENDAR**

26
27 **Cmbr. Furutani moved** to approve the Consent Calendar as amended. **Cmbr. Goode**
28 **seconded. The motion to approve the Consent Calendar as amended carried**
29 **unanimously.**

- 30
- 31 A. October 3, 2024 City Council Special Work Session Minutes
- 32 B. October 10, 2024 City Council Work Session Minutes
- 33 C. October 10, 2024 City Council Regular Meeting Minutes
- 34 D. October 10, 2024 City Council Special Meeting Minutes
- 35 E. Pre-paid accounts payable dated 10/09/2024 Claim Fund Check No. 86844 in the
- 36 amount of \$3,654.87, an accounts payable dated 10/24/2024 Claim Fund Check Nos.
- 37 86845 through 86915 in the amount of \$472,245.54, a 10/08/2024 Payroll Fund ACH
- 38 transaction in the amount of \$190,309.66, a direct deposit transaction in the amount of
- 39 \$190,808.72. Additional approved transactions: Elavon, \$557.98; Invoice Cloud,
- 40 \$390.25; State of Washington, \$7,739.03; SU Bank Credit Card, \$64,665.17. Total
- 41 approved claim fund transactions: \$930,371.22.
- 42 F. Resolution 24-1983/Authorizing the Mayor to Sign and Interlocal Agreement with
- 43 Yakima County Technology Services for Offsite Data Storage

1 **RESOLUTION 24-1976/Authorizing the Mayor to Sign the Interlocal Agreement for Regional**
2 **Emergency Management, known as the Northshore Emergency Management Coalition**

3
4 Administrator Hill gave a brief presentation. This will be brought back at future meetings.

5
6 **RESOLUTION 24-1979/Authorizing the Mayor to Sign the Retaining Wall Maintenance and**
7 **Replacement Agreement between the Washington State Department of Transportation and**
8 **the City of Lake Forest Park**

9
10 Administrator Hill gave a brief presentation. This will be brought back at future meetings.

11
12 **RESOLUTION 24-1978/Authorizing the Mayor to Sign the Professional Services Agreement for**
13 **2025-2026 State Legislative Advocacy Services with Gordon Thomas Honeywell Government**
14 **Relations**

15
16 Administrator Hill gave a brief presentation. Council had no questions. This will be brought at a
17 future meeting.

18
19 **ORDINANCE 24-1297/Amending the 2023-2024 Budget**
20 **ORDINANCE 24-1298/Amending the Lake Forest Park Municipal Code by creating a new**
21 **Chapter 2.87, Traffic Safety Fund**

22
23 Director Vaughn gave a brief presentation and responded to questions.

24
25 **Cmbr. Lebo moved** to amend the agenda to move item 12.D after 11.C and postpone item 12.B
26 to the November 7, 2024 City Council Special Meeting. **Cmbr. Goldman seconded. The motion**
27 **to amend the agenda carried unanimously.**

28
29 **RESOLUTION 24-1977/Authorizing the Mayor to Sign Amendment No. 1 to AG-22-050, the**
30 **Professional Services Agreement with V+M Structural Design, Inc. for Town Center to Burke-**
31 **Gilman Trail Connector – Phase 2: 30% Design**

32
33 Project Manager Phillips gave a brief presentation and responded to questions.

34
35 **Cmbr. Furutani moved** to approve Resolution 24-1977/Authorizing the Mayor to Sign
36 Amendment No. 1 to AG-22-050, the Professional Services Agreement with V+M
37 Structural Design, Inc. for Town Center to Burke-Gilman Trail Connector – Phase 2: 30%
38 Design. **Cmbr. Riddle seconded. The motion to approve Resolution 24-1977 carried**
39 **unanimously.**

40
41 **2025-2026 BIENNIAL BUDGET AND RELATED ITEMS**

42
43 Director Vaughn solicited questions from the Council on the Biennial Budget.

44

- 1 • **ORDINANCE 24-1299/Adopting the 2025-2026 Biennial Budget**
- 2 • **ORDINANCE 24-1300/Levying Property Tax for the Calendar Year 2025**
- 3 • **ORDINANCE 24-1301/Levying the General Taxes for the Fiscal Year Commencing on**
- 4 **January 1, 2025 on all property that is subject to taxation**
- 5 • **RESOLUTION 24-1980/Setting the Sewer Utility Rates for 2025 and 2026**
- 6 • **RESOLUTION 24-1981/Setting the Surface Water Rates for 2025**
- 7 • **RESOLUTION 24-1982/Setting the User Fees for 2025**

8

9 **RESOLUTION 24-1971/Confirming the City’s Share of the 2025-2026 Regional Crisis Response**

10 **Agency Budget**

11

12 Administrator Hill gave a brief overview of the funding for the Regional Crisis Response Agency

13 and responded to questions.

14

15 **Cmbr. Furutani moved** to approve Resolution 24-1971/Confirming the City’s Share of

16 the 2025-2026 Regional Crisis Response Agency Budget. **Cmbr. Goldman seconded. The**

17 **motion to approve Resolution 24-1971 carried unanimously.**

18

19 **RESOLUTION 24-1974/Authorizing the Mayor to Sign a Professional Services Agreement with**

20 **Transpo Group USA, Inc. for a Traffic Safety Study**

21

22 Administrator Hill gave a brief presentation and responded to questions.

23

24 **Cmbr. Furutani moved** to approve Resolution 24-1974/Authorizing the Mayor to Sign a

25 Professional Services Agreement with Transpo Group USA, Inc. for a Traffic Safety Study.

26 **Cmbr. Riddle seconded. The motion to approve Resolution 24-1974 carried**

27 **unanimously.**

28

29 **OTHER BUSINESS**

30

31 **Cmbr. Furutani moved** to excuse Deputy Mayor Bodi. **Cmbr. Riddle seconded. The**

32 **motion to excuse Deputy Mayor Bodi carried with Cmbr. Goldman dissenting.**

33

34 **COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**

35

36 Cmbr. Riddle reported on a NUHSA presentation she attended.

37

38 Mayor French received a positive voicemail from a resident regarding Public Works and Police.

39

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

41

42 The City Council went into a Closed Session at 11:32 p.m. for approximately 5 minutes to

43 discuss Collective Bargaining pursuant to RCW 42.30.110(1)(b).

1
2 The Council returned from the Closed Session at 11:37 p.m. No announcements were made,
3 and no action was taken.

4
5 **ADJOURNMENT**

6
7 There being no further business, Mayor French adjourned the meeting at 11:38 p.m.

8
9
10 _____
11 Tom French, Mayor

12
13 _____
14
15 Matt McLean, City Clerk

DRAFT

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
11/07/2024

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, a Pre-paid Accounts Payable Dated 10/18/24 CLAIM FUND Check No. 86916 in the amount of \$340.00, an Accounts Payable Dated 11/07/24 CLAIM FUND Check Nos. 86917 through 86952 in the amount of \$419,012.02, a 10/23/24 PAYROLL FUND ACH transaction in the amount of \$176,755.13, a DIRECT DEPOSIT transaction in the amount of \$196,647.70, are approved for payment this 11th day of November 2024.

Additional approved transactions are:

ACH transaction Wex Bank – Chevron in the amount of \$91.44

Total approved claim fund transactions: \$792,846.29

City Clerk

Mayor

Finance Committee

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
 Printed: 11/01/2024 - 2:12PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	11/7/2024	Wex Bank - Chevron		AP		91.44
86917	11/7/2024	Aspect Consulting, LLC		AP		6,195.00
86918	11/7/2024	Aurora Rents, Inc.		AP		2,374.04
86919	11/7/2024	Anthony Carl Basler		AP		140.00
86920	11/7/2024	Brown Bear Car Wash		AP		24.00
86921	11/7/2024	Bulger Safe & Lock, Inc.		AP		344.84
86922	11/7/2024	Cadman Materials, Inc.		AP		105.74
86923	11/7/2024	Chrome General Contracting Inc		AP		45,410.00
86924	11/7/2024	Cintas First Aid & Safety		AP		144.02
86925	11/7/2024	City of Shoreline		AP		6,838.25
86926	11/7/2024	Facet, Inc.		AP		148.50
86927	11/7/2024	Frontline Public Safety Solutions		AP		2,475.00
86928	11/7/2024	Galls, LLC		AP		184.45
86929	11/7/2024	Chris Glanister		AP		700.00
86930	11/7/2024	Andrea Hagood		AP		122.16
86931	11/7/2024	New Restoration & Recovery LLC Inn		AP		2,867.14
86932	11/7/2024	iPROMOTEu.com, Inc.		AP		7,811.50
86933	11/7/2024	James Santerelli Enterprises		AP		86.50
86934	11/7/2024	KDH Consulting, Inc		AP		48,123.89
86935	11/7/2024	King County Finance		AP		10,641.71
86936	11/7/2024	McMac, LLC		AP		2,521.69
86937	11/7/2024	Navia Benefit Solutions		AP		300.00
86938	11/7/2024	Office Depot, Inc.		AP		35.06
86939	11/7/2024	Pacific Air Control, Inc.		AP		352.96
86940	11/7/2024	Pacific Office Automation		AP		469.66
86941	11/7/2024	Parametrix, Inc		AP		7,132.29
86942	11/7/2024	Jeffrey & Victoria PETTIROSS		AP		82,500.00
86943	11/7/2024	Printwest, Inc.		AP		1,540.71
86944	11/7/2024	Puget Sound Energy		AP		102.50
86945	11/7/2024	Shoreline Senior Center		AP		6,250.00
86946	11/7/2024	SLEDGE SEATTLE LLC		AP		160,792.58
86947	11/7/2024	Snohomish Co Sheriff's Office		AP		17,981.65
86948	11/7/2024	Topsoils Northwest Inc		AP		809.24
86949	11/7/2024	Velocity Systems		AP		810.00
86950	11/7/2024	Waste Management Northwest		AP		2,341.02
86951	11/7/2024	Westlake Hardware WA-153		AP		143.42
86952	11/7/2024	Eduardo Zaldivar		AP		192.50

Total Check Count: 37

Total Check Amount: 419,103.46

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
Printed: 11/01/2024 - 2:14PM
Cleared and Not Cleared Checks

Section 8, Item E.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	10/23/2024		DD 00523.10.2024	PR		196,647.70
Total Check Count:						1
Total Check Amount:						196,647.70

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
Printed: 11/01/2024 - 2:19PM
Cleared and Not Cleared Checks

Section 8, Item E.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
86916	10/18/2024	Francisco Montague		AP		340.00
Total Check Count:						1
Total Check Amount:						340.00

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
 Printed: 11/1/2024 1:40 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	10/28/2024	38,506.04
ACH	NAVIA	Navia Benefit Solutions, Inc.	10/28/2024	772.09
ACH	NAVIAFSA	Navia - FSA	10/28/2024	233.34
ACH	NAVIAHRA	Navia - HRA	10/28/2024	433.33
ACH	PFLTRUST	LFP PFL Trust Account	10/28/2024	2,060.53
ACH	TEAMDR	National D.R.I.V.E.	10/28/2024	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	10/28/2024	500.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	10/28/2024	1,688.53
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	10/28/2024	9,665.63
ACH	ZAWC	AWC	10/28/2024	1,292.28
ACH	ZDREAHE	Dream Ahead	10/28/2024	100.00
ACH	ZEMPSEC	Employment Security Dept.	10/28/2024	572.99
ACH	ZEMPWACA	Wa.Cares Tax	10/28/2024	927.90
ACH	ZGUILD	LFP Employee Guild	10/28/2024	1,025.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	10/28/2024	34,536.94
ACH	ZL&I	Washington State Department of Labor & I	10/28/2024	6,380.60
ACH	ZLEOFF	Law Enforcement Retirement	10/28/2024	15,141.49
ACH	ZLFPIRS	Lake Forest Park/IRS	10/28/2024	40,153.45
ACH	ZPERS	Public Employees Retirement	10/28/2024	22,103.34
ACH	ZTEAM	Teamsters Local Union #117	10/28/2024	212.84
ACH	ZWATWT	Washington Teamsters Welfare Trust	10/28/2024	444.36
Total for 10/28/2024:				176,755.13
Report Total (21 checks):				176,755.13



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Municipal Court

Contact Person Julie Espinoza, Court Administrator

Title Resolution 24-1975/Canceling Certain Checks

Legislative History

- First Presentation November 7, 2024 Regular Meeting

Attachments:

1. Resolution Number 24-1975

Executive Summary

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

Background

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

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

Fiscal & Policy Implications

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

Alternatives

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

Staff Recommendation

Approve the Resolution.

RESOLUTION NO. 24-1975

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

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

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

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

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

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

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

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

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 24th day of October 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Police Department

Contact Person Mike Harden, Police Chief

Title Resolution 24-1984/Authorizing the Mayor to sign the 2024 Interagency Agreement with the Washington Traffic Safety Commission for the King County Target Zero High Visibility Enforcement

Legislative History

- First Presentation November 7, 2024

Attachments:

1. Resolution 24-1984
2. Interagency Agreement with WTSC for King County Target Zero High Visibility Enforcement

Executive Summary

For many years, the Lake Forest Park Police Department (Department) has been awarded traffic safety funds from the Washington Traffic Safety Commission (WTSC) to reduce traffic-related deaths and serious injuries from impaired and distracted drivers. This resolution authorizes the City to accept \$4,000 in grant funds from WTSC for the King County Target Zero High Visibility Enforcement (HVE).

Background

The Department has been awarded traffic safety funds to participate in a countywide effort to reduce traffic-related deaths and serious injuries from distracted drivers. The WTSC coordinates multijurisdictional enforcement teams called "Target Zero" teams, whose goal is to reduce the number of people killed or seriously injured by impaired drivers in King County through aggressive, multi-jurisdictional, high-visibility patrols using an integrated systems approach to traffic safety which is evidenced-based and targets the locations where the most safety benefit can be realized.

The Department is part of the Region 7/8 Traffic Safety Task Force (Region 7/8). As a sub-recipient in Region 7/8, the City has been awarded the following by WTSC:

Target Zero Campaign: \$4,000

The funds are anticipated to be used for straight time or overtime shifts scheduled to have the greatest impact on enforcement.

Fiscal & Policy Implications

For the past several years, the Department has been awarded traffic safety funds to participate in a countywide effort to reduce traffic-related deaths and serious injuries from impaired and distracted drivers.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve the resolution	The Department will accept the funds and use them for the King County Target Zero Campaign.
<ul style="list-style-type: none">• Don't approve the resolution	The Department will not accept the funds.

Staff Recommendation

Approve Resolution 24-XXXX authorizing the Mayor to sign the Interagency Agreement with the Washington Traffic Safety Commission for the 2024 King County Target Zero HVE.

RESOLUTION NO. 24-1984

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERAGENCY AGREEMENT AWARDING GRANT FUNDS FROM THE WASHINGTON TRAFFIC SAFETY COMMISSION FOR THE KING COUNTY TARGET ZERO HIGH VISIBILITY ENFORCEMENT

WHEREAS, the Washington Traffic Safety Commission (WTSC) has awarded the Lake Forest Park Police Department (“Department”), as a member of the Region 7/8 Traffic Safety Task Force, \$4,000 to fund traffic safety emphasis patrols to deter speeding and distracted driving; and

WHEREAS, the Department will use these funds as part of the multi-jurisdictional, King County Target Zero Campaign aimed at reducing traffic-related deaths and serious injuries.

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

Section 1. ACCEPTANCE OF GRANT. The Lake Forest Park City Council hereby authorizes the Mayor to sign the Interagency Agreement with the WTSC as attached hereto as **Exhibit A** for the purpose of accepting the King County Target Zero High Visibility Enforcement grant funds under the terms and conditions contained therein.

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

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

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK: November 1, 2024
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1984

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

LAKE FOREST PARK POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and LAKE FOREST PARK POLICE DEPARTMENT, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project 2025-HVE-5425-Region 7/8 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 7/8 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2025-HVE-5425-Region 7/8 Target Zero Task Force was awarded to the WTSC Region 7/8 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region’s HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2024, and remain in effect until September 30, 2025 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington’s roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer’s ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2024).
- Distracted driving enforcement during the Distracted Driving campaign (April 2025)
- Seat belt enforcement during the Click It or Ticket campaign (May 2025).
- Impaired driving enforcement during the Summer DUI campaign (August 2025).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2024, Distracted Driving campaign in April 2025, Click It or Ticket campaign in May 2025, and Summer DUI campaign in August 2025).
NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.
For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.
11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2025 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 14, 2024 – January 1, 2025
U Drive. U Text. U Pay.	April 7 – 14, 2025
Click It or Ticket	May 12 – June 1, 2025
It's a Fine Line (optional if funded)	July 7 – 20, 2025
DUI Drive Sober or Get Pulled Over	August 13 – September 1, 2025

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TSM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region’s TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$338,500 to the WTSC Region 7/8 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region’s traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2025, **must be received by WTSC no later than August 10, 2025.** All invoices for goods received or services performed between July 1, 2024 and September 30, 2025, **must be received by WTSC no later than November 15, 2025.**

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be considered as confidential, for any purpose not directly connected with the administration of this Agreement, except with the prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 15.2.1. Applicable federal and state statutes and rules
- 15.2.2. Terms and Conditions of this Agreement
- 15.2.3. Any Amendment executed under this Agreement
- 15.2.4. Any SOW executed under this Agreement
- 15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB- RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine all materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, the invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities”). These include but are not limited to:

- 37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)
- 37.1.1.2. 49 CFR part 21
- 37.1.1.3. 28 CFR section 50.3
- 37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- 37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
- 37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
- 37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
- 37.1.1.8. The Civil Rights Restoration Act of 1987
- 37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)
- 37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- 37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government
- 37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region <u>7/8</u> is:	The Contact for W Section 8, ItemG.
Sgt. Jason Becker Lake Forest Park PD jbecker@cityofflp.com	Sara Wood Kent Police Department swood@kentwa.gov 253-856-5856	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

Grant Requirements Acknowledgment Form for High Visibility Enforcement (HVE) Mobilizations

WEMS ID: 2025-HVE-5425-Region 7/8 Target Zero Task Force

Before beginning work on this grant project, the grantee Project Manager should thoroughly read and understand the terms of the Inter-agency Agreement (IAA). This Grant Requirements Acknowledgment Form provides an explanation of some key terms and highlights but is not comprehensive. If the Project Manager has questions after reviewing this document, please refer to the WTSC Grants Management Manual, or contact the WTSC Program Manager assigned to this grant.

When you, the grant Project Manager, agree to this document, you certify that you understand the grant requirements and agree to fully comply with the terms and conditions set forth in the Agreement/Contract, as well as additional federal requirements outlined in the Code of Federal Regulations for Federal Grants and Agreements, as referenced below.

If anything in this document conflicts with the Agreement/Contract, the Agreement/Contract takes precedence.

Before you begin work, you must have:

- A fully executed IAA or contract signed by both parties.
- Attested to the Grant Requirements Acknowledgment Form (this document).

Work cannot begin before the start date on the IAA, or before the IAA is signed by all parties. WTSC will only reimburse expenses incurred after the IAA is fully executed.

Select Contract Provisions:

- **Statement of Work:** This summarizes the work to be done for this grant. If this changes significantly, the grantee will need to request a change in WEMS, and an IAA amendment may be required.
- **High Visibility Enforcement (HVE) Operational Requirements:** The specific HVE requirements listed in the Scope of Work are extremely important to the success of the high visibility enforcement strategy. ALL of these requirements must be followed.
- **WEMS Digital Activity Log:** WTSC requires all agencies participating in high visibility enforcement to use the WEMS system to document the activity of all participating officers. An officer cannot participate if they do not have a WEMS account and do not input their activities into the WEMS digital activity log.
- **Officer Training Requirements:** Any officer participating officer must document in WEMS that they have current qualifications for BAC and SFST.
- **Period of Performance:** All work must be completed, and goods and services must be received, during the period of performance on the IAA.

- **Compensation:**
 - Comp time is not an allowable expense for reimbursement on a high visibility enforcement (HVE) campaign contract or other OT (Overtime) patrol projects. The funding for these types of projects are for the actual activity of patrolling and comp time or any other type of leave will not be reimbursed.
 - All expenses must be incurred during the period of performance on the IAA.
 - Expenses cannot exceed the total amount of the agreement and must fall within the amounts of each budget category as listed in the IAA.
 - Funds may be moved, with prior approval and within certain limits, between planned budget categories. A formal request must be submitted to the Target Zero Manager.
- **Advance Payments Prohibited:** WTSC cannot pay for any costs prior to the work being completed or the goods being delivered.
- **Agreement Alterations and Amendments:** If your agency wants to seek an exception to any of the HVE operational requirements, you must submit an exception request to the WTSC’s primary contact listed in the in Interagency Agreement.
- **Billing Procedure:** Your agency is required to utilize the Digital Activity Log in the WEMS system, supplied by the WTSC for all of your invoices. Your local TZM can give you training and support if you need assistance using this system.
- **Buy America Act:** For any manufactured goods over \$5,000, the grantee must provide written certification that the goods, including IT software and hardware, were produced in the USA.
- **Cost Principles:** Grantee cannot use grant funds to replace routine and/or existing staff or expenditures. Must comply with [2 CFR Part 200 Subpart E](#).
- **Income:** Any income generated with this grant must be accounted for and applied to project purposes or used to reduce project costs.
- **Lobbying/Political Activity:** Because this grant uses federal funds, no work being funded by this grant can be used to lobby or otherwise influence state or federal officials, or support or oppose legislation; there is an allowance for “customary state practice.”
- **Records Maintenance:** Maintain records pertaining to this agreement for 6 years after expiration

Other Requirements:

- **Promotional Item Purchase Restrictions:** No promotional items can be purchased with these grant funds.
- **Single Audit Requirements:** Required of an entity that expends \$750,000 or more annually of federal funds, federal grants, or federal awards; usually performed annually.

By checking this box and typing your name below, you certify that you agree to fully comply with the terms and conditions set forth in the Agreement, as well as the requirements listed in this document. Typing your name below constitutes your electronic signature on this document.

I Agree

(Name, Agency, Title)

(Date)



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Police Department

Contact Person Mike Harden, Chief of Police

Title Resolution 24-1985/Authorizing an Interlocal Agreement with King County for Jail Services

Legislative History

- First Presentation November 7, 2024

Attachments:

1. Resolution 24-1985
2. Attachment A - The Interlocal Agreement Between King County and the City of Lake Forest Park for Jail Services
3. King County Letter with Detention Rates

Executive Summary

On October 27th, 2022, the Council approved an interlocal agreement (ILA) authorizing the City of Lake Forest Park (City) to utilize the Jail Services at the King County Jail from 2023 to 2024. All felony cases involving an individual being booked go to King County Jail (KCJ) to be seen in court later. The City also uses KCJ for misdemeanor bookings and temporary holding for the Lake Forest Park Municipal Court.

The current ILA expires on December 31, 2024, and King County has drafted the proposed ILA for 2025 to 2029. King County is offering all its city partners the same agreement and rates. The proposed ILA is similar to the last ILA with three changes: this is a 5-year rather than the 2-year agreement, Inmates are now called Jail Residents throughout the agreement, and rates have increased.

Background

Lake Forest Park also uses Snohomish County Jail (SCJ) for booking services. SCJ is a better option as the transport officer does not have to go through Seattle traffic, and KCJ is much busier and suffers

from staffing shortages. Beyond KCJ and SCJ, Lake Forest Park also has an ILA with Lynnwood Jail, but at this time, Lynnwood Jail is closed for the construction of a new jail and medical services building. Felonies are always booked into KCJ (Not SCJ or Lynnwood).

Another option is to use the South Correctional Entity (SCORE) Jail in Des Moines. This jail is in South King County and is a further drive past KCJ in Seattle traffic. The transport officer is transporting during typical heavy traffic. The mileage to KCJ is 12 miles from LFP, for about 30-45 minutes of drive time. The mileage to SCORE Jail is double that of 27 miles for a one-hour (+) drive time. Driving back to LFP for court and then back to this jail would have longer transport times (time, gas, mileage). The transport officer would drive on the road for more than 4 hours. On a typical transport day, the officer goes to SCJ and KCJ. Using SCORE would increase the time off of patrol duties, higher gas mileage, vehicle wear and tear, and longer times to be seen in court.

This current agreement is in draft form as it still needs approval from the King County Council, which is scheduled for mid-December. Having no Lake Forest Park Council meetings beyond December 12th, we are asking the City Council to authorize the Mayor to execute the ILA in its current form, and if the KC Council approves the draft with amendments, authorize the Mayor to execute the ILA as amended if the terms are substantially similar with the draft ILA. Approval from the Council taking into consideration inconsequential or minor amendments by the King County Council will allow Lake Forest Park to keep the continuity of jail services into 2025. If the King County Council makes substantial changes to the draft ILA, the Department will bring the ILA back to the City Council for consideration.

Fiscal & Policy Implications

The City must have jail services to book in-custodies. The 2025 rate increases are found in the matrix below and are from the September 30, 2024, letter from Diana Joy, Chief of Administration, King County Department of Adult and Juvenile Detention. These rates would be incorporated into the ILA after approval by the King County Council. The fiscal impact will increase from the last two years.

Other Cities	2024 Base Rate ¹	Annual Increase ²	Est. CPI W ²	Base Rate Before Debt Svc.	ISP ³	2025 Final Rate
Daily Maintenance	\$259.14	1.50%	4.00%	\$273.39	\$5.21	\$278.60
Booking - Standard	\$277.99	1.50%	4.00%	\$293.28	\$-	\$293.28
Booking - Reduced	\$189.39	1.50%	4.00%	\$199.81	\$-	\$199.81
Psych Unit (Acute + Psych Other)	\$450.98	1.50%	4.00%	\$478.34	\$-	\$478.34
Acute Psych Housing	\$322.78	1.50%	4.00%	\$340.53	\$-	\$340.53
Psych Other⁴	\$128.20	3.00%	4.00%	\$137.81	\$-	\$137.81
Infirmary	\$418.16	3.00%	4.00%	\$447.43	\$-	\$447.43
1 on 1 Guarding Hrly	\$92.52	1.50%	4.00%	\$97.60	\$-	\$97.60

¹Prior years base rate, before the inclusion of the Courthouse Seismic Stabilization Project (CSSP) and Integrated Security Project (ISP) fees.
²Exhibit III Section 5 Inflation and Re-Sets of Fees and Charges.
³Exhibit III Section 1, Maintenance Charge and Capital Expenditure Charge.
⁴Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Not use King County Jail.	The inability to book Felony cases on dangerous individuals
<ul style="list-style-type: none">• Use SCORE Jail in Des Moines	Result in increased rates and longer transport times (time, gas, mileage).
<ul style="list-style-type: none">• Approve the ILA	The City will continue to use King County jail services for 2025 to 2029.

Staff Recommendation

Approval of Resolution 24-XXXX authorizing an interlocal agreement with King County for 2025 to 2029 jail services.

RESOLUTION NO. 24-1985

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH KING COUNTY FOR JAIL SERVICES

WHEREAS, the City of Lake Forest Park has an Interlocal Agreement (ILA) with King County for jail services that expires on December 31, 2024; and

WHEREAS, the City of Lake Forest Park wishes to enter into a new ILA with King County to provide the City the option to continue to use King County jail facilities through 2029; and

WHEREAS, the city attorney has reviewed and approved the Agreement as drafted.

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

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park, Washington, approves and authorizes the Mayor to sign the ILA with King County for jail services in substantially the same form as in Attachment A. Should the King County Council’s approval substantially change the terms of the ILA, it will be brought back to the City Council for consideration.

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

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

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1985

Attachment A

Interlocal Agreement Between King County and The City of XXX for Jail Services

THIS AGREEMENT is effective as of January 1, 2025 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of XXX, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
 - 1.3 "Booking Fee" means the fee incurred for booking City Jail Residents, as further described in Section 4 and Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Jail Resident.
 - 1.6 "City Jail Resident" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
 - A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City’s jurisdiction, and:
 - 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
 - 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
 - 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
- 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
- 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
- 1.6.4 The person is booked or confined by reason of a Court order issued either by the City’s Municipal Court or other court when acting as the City's Municipal Court; or,
- 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
- 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.

B. A City charge is not the principal basis for confining a person where:

- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
- 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
- 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Jail Resident. The billing status of the person will change to no longer be the City’s responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Jail Resident, then the County will provide notice to the City that it will become billable for the Jail Resident. For details on notice and billing, see Attachment I-2.

- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.

- 1.7 “Community Corrections Programs” means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).

- 1.8 “Continuity of Care Records” means a Jail Resident’s diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.

- 1.9 “Contract Cities” mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.

- 1.10 “Contract Cities Jail Residents” means all Contract Cities' City Jail Residents.

- 1.11 “County Jail Resident” means any Jail Resident that is not a City Jail Resident.

- 1.12 “DAJD” means the King County Department of Adult and Juvenile Detention or its successor agency.

- 1.13 “Fees and Charges” are the Fees and Charges imposed as described in Section 4 and Exhibit III.

- 1.14 “Force Majeure” means war, civil unrest, and any natural event outside of the party’s reasonable control, including pandemic, fire, storm, flood, earthquake, or other act of nature.

- 1.15 “Jail Resident” means a person booked into or housed in the Jail.

- 1.16 The first "Jail Resident Day" means confinement for more than six (6) hours measured from the time such Jail Resident is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Jail Resident Day means confinement for any portion of a calendar day after the first Jail Resident Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Jail Resident Day" means confinement in accordance with Exhibit II.

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Jail Residents housed in the Jail are considered to be in Secure Detention as defined in Section 1.26. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Jail Residents housed in Jail as further described in Section 4 and Exhibit III, Section 1.
- 1.19 “Medical Jail Resident” means a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If a Jail Resident is moved to the general population, then the Jail Resident is no longer considered a Medical Jail Resident.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 "Official Daily Population Count" is an official count of Jail Residents in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Jail Resident where that Jail Resident is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. A Jail Resident may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Jail Resident or Psychiatric Jail Resident (e.g., some Jail Residents held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Jail Resident” means either an Acute Psychiatric Jail Resident or a Non-Acute Psychiatric Jail Resident, as defined below.
 - 1.23.1 A “Non-Acute Psychiatric Jail Resident” is a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.

- 1.23.2 An “Acute Psychiatric Jail Resident” is a Jail Resident clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If a Jail Resident is moved to housing outside the Jail's acute psychiatric housing units, then the Jail Resident is no longer considered an Acute Psychiatric Jail Resident.
- 1.24 “Parties” mean the City and County, as parties to this Agreement.
- 1.25 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Jail Residents in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
- 1.26 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Jail Residents enrolled in Community Corrections Programs.
- 1.27 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmity Care Surcharge; Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012 together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 “Base Year” refers to the year in which the base fees, charges and surcharges are set.
- 2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2029. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
- 3. Jail and Health Services. The County shall accept City Jail Residents for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. Additionally, the County is not obligated to accept a City Jail Resident for confinement in the Jail if the County has booking restrictions in place on the charge for which the City Jail Resident is proposed to be held. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Jail Residents at least equal to those the County provides for confinement of County Jail Residents. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Jail Residents or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Jail Residents in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Jail Resident as expeditiously as possible after the County has received notice of a court order to

release. Nothing in this section shall be deemed to limit the County’s right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need of urgent medical or psychological care, nor to return custody of such Jail Residents back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):

4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Jail Residents by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated annually effective January 1, 2026 and each January 1 thereafter through the term of the agreement.

4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Jail Resident for each Jail Resident Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2026 and each January 1 thereafter through the term of the agreement.

4.2.1 The County will provide notice to the City after booking a City Jail Resident in order to give notice that the City Jail Resident has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Jail Resident released within six hours of booking will result in no Maintenance Charges.

4.2.2 The County will provide notice to the City of the billing status of its Jail Residents for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Jail Resident if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.

4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.

4.3 Access to and Charges for City Jail Resident Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.

4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.

Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Jail Resident is admitted to Harborview Medical Center or other offsite medical institution or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of a Jail

Resident may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Jail Resident to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD
DBISINFO.DAJD@kingcounty.gov
Attn: Finance – Jail Resident Billing
500 Fifth Avenue
Seattle, WA 98104

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.

5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid

within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Jail Residents in the Jail and, at the County's request, will remove City Jail Residents already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Jail Residents until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Jail Residents in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
 - 6.1.1 The Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Jail Residents exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Jail Residents in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Jail Residents from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 11.11 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Jail Residents in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Jail Residents is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Jail Residents in the Jail to zero (0), with the exception that Jail Residents whose status has changed to Contract City Jail Resident, will not be included in the

calculation of the number of Contract City Jail Residents, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Jail Residents only, and not for billing purposes, Jail Residents held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Jail Residents that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Jail Resident. Also, Contract Cities Jail Residents housed in the Jail will not be considered Contract Cities Jail Residents for the purpose of determining the number of City Jail Residents.

6.4 The Jail’s capacity limit for Medical Jail Residents is thirty (30). The Jail’s capacity limit for Psychiatric Jail Residents is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Jail Resident population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail’s Official Daily Population Count.

6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Jail Residents as set forth in Section 6.4, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Jail Residents to reduce the number of Medical or Psychiatric Jail Residents to the capacity limits detailed in Section 6.4, or the County may inform the City that the County is willing to continue to house these Jail Residents.

6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Jail Resident most recently admitted as Medical or Psychiatric Jail Resident will be asked to take custody of that Jail Resident. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Jail Residents.

6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Jail Residents, the City shall comply with the County’s request. The City shall take custody of its¹ Medical or Psychiatric Jail Residents by picking them up no later than twenty-four (24) hours after the County’s request. If the City has not picked-up the Medical or Psychiatric Jail Resident within twenty-four (24) hours of the County’s request, the County shall deliver the Medical or Psychiatric Jail Resident to the City’s designated drop-off location or backup location. In either case, the City’s designee

¹ Within eight (8)-hours of the County’s request notification, the City may provide the County with the names of other Medical Jail Residents to substitute for the Medical Jail Residents identified by the County for pick-up. In the event the City identifies substitute Medical Jail Residents that are City Jail Residents, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Jail Residents that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, and the Substitute City agrees to remove its Medical Jail Residents, then the Substitute City will be responsible for picking-up the substitute Medical Jail Residents within 24-hours of the County’s initial request notification for pick-up. In the event the Substitute City fails to pick-up its Medical Jail Residents within 24-hours of the County’s initial request notification to the City, the County may deliver the Medical Jail Residents named in the original request notification to the City’s designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Jail Residents.

must accept the Medical or Psychiatric Jail Resident from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Jail Resident receiving the level of care consistent with a Medical or Psychiatric Jail Resident is transferred to the County.

6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Jail Residents to the City’s designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Jail Residents taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Jail Resident out-of-state.

7. Jail Planning.

7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective Jail Resident populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

8. Indemnification.

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

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

8.3 In executing this agreement, the County does not assume liability or responsibility for or

in any way release the City from any liability or responsibility, which arises in whole or in part from the existence or effect of City ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.

9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.

9.1 Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.

9.2 Each party reserves the right to litigate any disputed issue in court, *de novo*.

10. Termination. Either Party may initiate a process to terminate this Agreement as follows:

10.1 Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.

10.2 Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.

11. General Provisions.

11.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Jail Residents to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Jail Residents.

- 11.2 Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Jail Residents, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3 Law Enforcement Intake Portal. The County offers the use of a web-based Subject Intake Portal via its LEA Jail Management System Portal. The tool allows law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County’s preferred method of intake and booking. LEO User Access to the JMS Portal is managed by the LEA who must designate one, or more, Group Administrator(s) who will be responsible for creating, managing, and deleting its users via the County’s Login.KC system.
- 11.4 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5 Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6 Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
 - Exhibit I Method of Determining Billable Charge and Agency
 - Exhibit II Exception to Billing Procedure
 - Exhibit III Calculation of Fees, Charges and Surcharges
- 11.7 Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8 Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9 Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.1 and 4.2.2 as reflected in 4.2.3, and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10 Force Majeure. In the event either party’s performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

11.11 Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of XXX:

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or their successor, as may be designated by written Notification from the County to the City.

11.12 Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.

11.13 Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.

11.14 Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.

11.15 No-Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

11.16 Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

King County:

The City of XXX:

Director of Department of Adult and
Juvenile Detention

Deputy City Manager

Date

Date

Approved as to Form:

Approved as to Form:

King County

City Official

Date

Date

EXHIBIT I
Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County’s billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non- contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	Jail Resident <i>booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)</i>	County responsibility
2	Jail Resident <i>booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)</i>	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	Jail Resident <i>booked by a city on a felony investigation, whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)</i>	County responsibility
4	Jail Resident <i>booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.</i>	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	Misdemeanor or felony cases <i>originated by state agencies (i.e., WSP)</i>	County responsibility
6	Jail Residents <i>booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.</i>	County responsibility

Attachment I-2

**Jail Resident Transfers: Transfer Request Exemption Criteria, Notice and Billing
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Jail Resident:
 - (1) Jail Resident has medical/health conditions/treatments preventing transfer.
 - (2) Transfer location refuses Jail Resident.
 - (3) Jail Resident refuses to be transported and poses a security risk.
 - (4) Jail Resident misses transport due to being at court or other location.
 - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Jail Resident back to King County, if needed, when City sentence ends.

- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Jail Resident, then the County will provide notice to the City that it will become billable for the Jail Resident. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Jail Resident during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice but will incur a Maintenance Charge for each subsequent calendar day until the Jail Resident is transferred. If the City does not transfer the Jail Resident from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.

- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

EXHIBIT II
Exception to Billing Procedure

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Jail Resident Day shall not be defined according to Section 1.16 of the Agreement. Instead, Jail Resident Day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Jail Resident Day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/23 0700	Released 7/3/23 0700
	Number of Jail Resident days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/23 0700	Temporary Release 7/2/23 0700
	Return to Jail 7/8/23 0700 Number of Jail Resident days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Jail Resident Day to the City's direct DUI one and two-day Jail Residents by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III
Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2025 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2025**, and for the remainder of the calendar year 2025, **excluding** any adjustments for Capital Expenditure Charges, will be **\$XXX**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2025 is **\$XXX**. The Maintenance Charge shall be inflated in 2026 as described in Section 5, and annually thereafter throughout the term of the agreement. The City will not be charged a Maintenance Charge for a City Jail Resident where the Jail Resident has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Jail Residents. Any Capital Expenditure that solely benefits County Jail Residents will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
 - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Jail Resident Days (as defined in Section 1.16). By August 15 of 2025, and each August 15 through 2028, DAJD will estimate the total number of Jail Resident Days for the following year and will provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for the following year.
 - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Jail Residents or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
 - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2025, and continuing through calendar year 2025, the Capital Expenditure Charge for ISP for the City is \$XXX and the Capital Expenditure Charge for the CSSP is \$XXX, for a combined total Capital Expenditure Charge of \$XXX to be added to the Maintenance Charge set forth in subparagraphs a and b above.

2. BOOKING FEE

- a. The booking fee shall be based on whether or not the City is using the County’s Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2025, and for the remainder of the calendar year 2025 will be initially set as follows:

- i. The **Base Booking Fee** shall be \$XXX. This is the booking fee payable by Contract Cities that are **not** using the County’s PR screeners. This Booking Fee shall include **XXX%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
- ii. The **Standard Booking Fee** shall be \$XXX. This is the booking fee payable by Contract Cities using the County’s PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County’s PR screeners.

- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Jail Residents, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in subsequent years, the City must either provide a court order no later than July 1 of the prior year, confirming that the City and not the County will have authorization to provide PR screening for City Jail Residents, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2026 and annually thereafter as described in Section 5 below.

3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Jail Residents as described below. The types of services provided to a Jail Resident associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from January 1, 2025, through December 31, 2025, and shall be inflated for 2026 as described in Section 5 below, and annually each year thereafter.

- a. **Infirmary Care.** For Medical Jail Residents, the City shall pay an Infirmary Care Surcharge of \$XXX for each Surcharge Day.

- b. **Psychiatric Care.** For Non-Acute Psychiatric Jail Residents, the City shall pay a Psychiatric Care Surcharge of \$XXX for each Surcharge Day.
- c. **Acute Psychiatric Housing** For Acute Psychiatric Jail Residents, the City shall pay an Acute Psychiatric Care Surcharge of \$XXX for each Surcharge Day.
 - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be \$XXX
 - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of \$XXX is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of \$XXX.
- d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Jail Resident. The Surcharge shall be \$XXX per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
- e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which a Jail Resident receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmarium Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single Jail Resident, and the charge imposed shall be the highest applicable charge. For example, if a Jail Resident is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if a Jail Resident is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Jail Resident.

5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. Inflators. Beginning January 1, 2026, and effective every January 1 through the term of the agreement, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

Non-Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%:

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

- i. Infirmiry Care Surcharge
 - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County’s reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the “Expected Inflation Rate”) is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

**Attachment III-1
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges**

	Surcharge	Description
1.	1:1 Guarding	Cost to guard a Jail Resident in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Housing Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for a Jail Resident who poses a potential danger to him or herself.
3.	Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmiry Care	Costs for JHS Infirmiry care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for Jail Residents to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound Jail Residents)

JHS Psychiatric Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups 	<i>Jail Residents with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Jail Residents in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i>

JHS Infirmery Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification 	<p><i>Jail Residents who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmery. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> ❖ <i>Patients requiring medical detoxification/withdrawal management;</i> ❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i> ❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i> ❖ <i>Individuals requiring IV therapy or with central lines in place;</i> ❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i> ❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <p><i>Jail Residents are formally admitted to infirmery care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmery occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmery care for the duration of their incarceration.</i></p>



King County

Department of Adult and Juvenile Detention

Directors Office
 500 Fifth Avenue
 Seattle, WA 98104

September 30, 2024

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

On December 31, the term of the Interlocal Agreement for Jail Services between King County and your city will end. Our Department of Adult and Juvenile Detention (DAJD) has created a new Jail Services Agreement (JSA) template, which the County Executive has approved and transmitted for approval by the King County Council.

The proposed new JSA is substantially similar to the agreement that expires this year. DAJD is proposing a five-year term. While the King County Council has final authority on the proposed template, we have collaborated with Council staff on preliminary reviews and are not anticipating significant changes to the draft version attached to this letter. DAJD will reach out to you directly for signature on a new JSA once approved.

Should the proposed JSA be approved by Council, DAJD will apply the same annual inflator used in the current contract to create the 2025 rates. **The following are the proposed rates effective January 1, 2025, through December 31, 2025.**

Other Cities	2024 Base Rate ¹	Annual Increase ²	Est. CPI W ²	Base Rate Before Debt Svc.	ISP ³	2025 Final Rate
Daily Maintenance	\$259.14	1.50%	4.00%	\$273.39	\$5.21	\$278.60
Booking - Standard	\$277.99	1.50%	4.00%	\$293.28	\$-	\$293.28
Booking - Reduced	\$189.39	1.50%	4.00%	\$199.81	\$-	\$199.81
Psych Unit (Acute + Psych Other)	\$450.98	1.50%	4.00%	\$478.34	\$-	\$478.34
Acute Psych Housing	\$322.78	1.50%	4.00%	\$340.53	\$-	\$340.53
Psych Other⁴	\$128.20	3.00%	4.00%	\$137.81	\$-	\$137.81
Infirmary	\$418.16	3.00%	4.00%	\$447.43	\$-	\$447.43
1 on 1 Guarding Hrly	\$92.52	1.50%	4.00%	\$97.60	\$-	\$97.60

¹Prior years base rate, before the inclusion of the Courthouse Seismic Stabilization Project (CSSP) and Integrated Security Project (ISP) fees.

²Exhibit III Section 5 Inflatoms and Re-Sets of Fees and Charges.

³Exhibit III Section 1, Maintenance Charge and Capital Expenditure Charge.

⁴Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

The Exhibit III Calculation of Fees, Charges and Surcharges, in the JSA specifies the fees, charges and surcharges as well as the Offsite Medical Charges, that the City shall pay. In 2025, the debt service for the Integrated Security Project (ISP) is \$5.21.

Please call me at 206-263-2769 if you have any questions.

Sincerely,

Diana Joy

Diana Joy
Chief of Administration
King County Department of Adult and Juvenile Detention

Attachment: Proposed 2025 Jail Services Agreement

cc: Tami Schackman, DAJD Chief Financial Officer
Ladna Farah, DAJD Budget and Finance Manager
Kayleen Keating, DAJD Fiscal Specialist



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 24-1986/Authorizing the Mayor to execute a contract with Accord Contractors, LLC for the construction of the Public Works Facility Material Bin Covers

Resolution 24-1987/Authorizing the Mayor to execute a contract with Pace Engineers, Inc. for the Construction Services (Project Management & Construction Administration) for the Public Works Facility Material Bin Covers

Legislative History

- First Presentation – November 7, 2024, Regular City Council Meeting

Attachments:

1. Resolution 24-1986/Authorizing the Mayor to execute a contract with Accord Contractors, LLC for the construction of the Public Works Facility Material Bin Covers
2. Agreement with Accord Contractors, LLC
3. Exhibits to Agreement with Accord Contractors, LLC
4. Resolution 24-1987/Authorizing the Mayor to execute a contract with Pace Engineers, Inc. for the Construction Services (Project Management & Construction Administration) for the Public Works Facility Material Bin Covers
5. Agreement with Pace Engineering LLC
6. Exhibit to Agreement with Pace Engineering LLC
7. Pace Engineer, LLC Recommendation of award
8. Accord Contractors, LLC Proposal

Executive Summary

The material bins at the Public Works shop provide for storage of materials such as sand, salt, mulch, and street sweeper collections. The current bins do not meet best practice standards, as they are uncovered and located within proximity of a storm drain box. This project proposes the relocation of the material bin ecology blocks, the demolition of the existing material bin concrete slabs and asphalt between the slabs, the construction of two separate steel-framed roof structures over new concrete slabs and associated footings, the installation of a new concrete slab between the two new material bins, the re-establishment of the existing ecology blocks to establish the material storage bins, and the installation of asphalt from the new concrete slab to the existing asphalt driveway. Additionally, 4-inch diameter stormwater pipe will be installed for downspouts and connect to the existing conveyance system on site.

The roof system and conveyance of associated storm water to the on-site system, will address the current storm drain concerns resulting from the catch basin being located between the currently uncovered two sets of bins.

Background

Contractor

This legacy project is scheduled to begin construction by February 15, 2025, to accommodate winter material storage needs. The project was advertised for bids on July 25, and August 1, 2024, resulting in five firms bidding on the project. Bids were publicly opened on August 15, 2024, with Accord Contractors, LLC (attachment 4) being noted as the apparent low bidder.

Upon further review, by the city’s contract engineering firm, Pace Engineering, LLC, an error in Accord’s bid schedule was found involving not properly transferring the unit cost to the bid price. Specifically, it involved bid items:

Item No.	Item Description	Unit	Unit Cost	Bid Price
2	Construction Surveying	LS	\$5,000	\$4,000
11	Foundations	LS	\$137,750	\$130,050

These were not deemed significant and though the project total ended up being a higher value, it remained the apparent low bidder as reflected in the bid tabulation (attachment 3) and on September 30, 2024, the city received the recommendation of bid award (attachment 3) for Accord Construction, LLC in the amount of \$449,051.78. The engineer’s estimate for this project was \$504,991.50.

Construction Services

The city’s design engineering firm for this project, Pace Engineers, Inc., will provide construction services for this project. The attached proposal (attachment 5) includes a construction services fee of \$53,352.60 – 11.8% of construction costs – and a fee of \$37,511.10 – 8.3% of construction costs, for special inspections.

Fiscal & Policy Implications

This project is supported by the Storm Water Management Capital fund. The 2024 Capital Improvement Plan identified a value of \$600,000 to complete this work. There is sufficient budget to support these two contracts.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Adopt the resolutions	Work on the material bin covers will begin next year
<ul style="list-style-type: none">• Not adopt the resolutions	Administration will need to rebid the project again – further delaying the project

Staff Recommendation

Review the draft contracts and provide the administration with any questions or requests for additional information. These items are scheduled for approval at the December 12, 2024, Regular City Council Meeting.

RESOLUTION NO. 24-1986

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES CONTRACT AGREEMENT WITH ACCORD CONTRACTORS, LLC FOR MATERIAL BIN COVERS CONSTRUCTION.

WHEREAS, the City desires to construct and replace the material bin covers at the public works facility; and

WHEREAS, the City received the lowest responsive bid to the project from Accord Contractors, LLC.

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the professional services agreement with Accord Contractors, LLC in substantially the form included herewith as Attachment 1.

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

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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

AGREEMENT

THIS CONTRACT, is made and entered, by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **ACCORD CONTRACTORS, LLC** (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Lake Forest Project Public Works Facility Material Bin Covers; and

WHEREAS, pursuant to the invitation of the City, the Contractor did file with the City a Bid Proposal containing an offer; and

WHEREAS, the City has determined that the Contractor's offer was the lowest responsive and responsible bid submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. **Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications. The Contractor will also provide the City as-built drawings of the Work.
2. **Contract Documents.** The Contract between the parties includes this Contract, along with the General Conditions (Exhibit B to this Contract), Special Provisions (included in Exhibit A), L&I form Statement of Intent to Pay Prevailing Wages, L&I form Affidavit of Wages Paid, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this Contract as if fully set forth herein, and shall be referred to collectively as the "Contract" or "Contract Documents." In the event there is any discrepancy between any of the foregoing Contract Documents, the following order of documents governs so that the former prevails over the latter: Contract, Special Provisions, General Conditions.
3. **Time of Completion.** The Contractor shall achieve Substantial Completion of the Work within seventy-five (75) working days from the date written in the Notice to Proceed ("Contract Time"). The Notice to Proceed is anticipated to be issued, upon approval by the City Administrator and/or their designee, within thirty (30) calendar days of contract execution.
4. **Payment.**
 - 4.1 The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with Exhibit "A" to this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice. The total amount to be paid shall not exceed \$439,464.38.
 - 4.2 The Contractor shall complete and return to the City a W-9 Request for Taxpayer

Identification Number and Certification, prior to or along with the first invoice

submittal. The City shall pay the Contractor for services satisfactorily rendered within twenty-one (21) days after City Council approval of such payment.

5. Warranties/Guaranty.

5.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

5.2 With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

5.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

5.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

6. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

7. Insurance.

7.1 Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

7.2 No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

7.3 Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

7.3.1 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.

7.3.2 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 liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

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

7.3.4 Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

7.4 Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

7.4.2 Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

7.4.3 Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

7.5 City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

7.6 Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

7.7 Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

7.8 Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

7.9 Acceptability of Insurers

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

7.10 Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall

furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

7.11 Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

7.12 Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

7.13 Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Contract 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Performance Bond /Prevailing Wages

8.1 Prevailing Wages. The work under the Contract may be subject to the prevailing wage requirements of chapter 39.12 RCW, as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8.2 Performance Bond. If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract. In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% of the contract amount until thirty (30) days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Labor and Industries, whichever is later.

9. Assignment/Delegation. The Contractor shall not assign this Contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

10. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Lake Forest Park Municipal Code and ordinances of the City of Lake Forest Park. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

11. Termination.

11.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City.

11.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

11.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

11.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

13. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

15. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

16. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

19. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

20. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Lake Forest Park

Phillip Hill

Contact Name

17425 Ballinger Way NE

Street Address

Lake Forest Park, WA 98155

City, State, Zip

206-368-5440

Phone

phill@cityofflp.gov

Contact email

TO CONTRACTOR:

Contractor: Accord Contractors, LLC

Keith Bjella

Contact Name

12826 SE 40th Lane, Ste 204

Street Address

Bellevue, WA 98004

City, State, Zip

Phone

Contact email

CITY OF LAKE FOREST PARK, WASHINGTON

By: Tomas French

Title: Mayor

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

Attest/Authenticated:

Approved as to Form:

Matt McLean, City Clerk

Kim Adams Pratt, City Attorney

Exhibit A

DESCRIPTION OF THE WORK

Supplement

The project includes the relocation of material bin ecology blocks, demolition of the existing material bin concrete slabs and asphalt between the slabs, construction of two separate steel-framed roof structures over new concrete slabs and associated footings, installation of a new concrete slab between the two new material bins, re-establishment of the existing ecology blocks to establish the material storage bins, and installation of asphalt from the new concrete slab to the existing asphalt driveway. Additionally, 4-inch-diameter stormwater pipe will be installed for downspouts and connect to the existing conveyance system on site.

Proposal Form (continued)

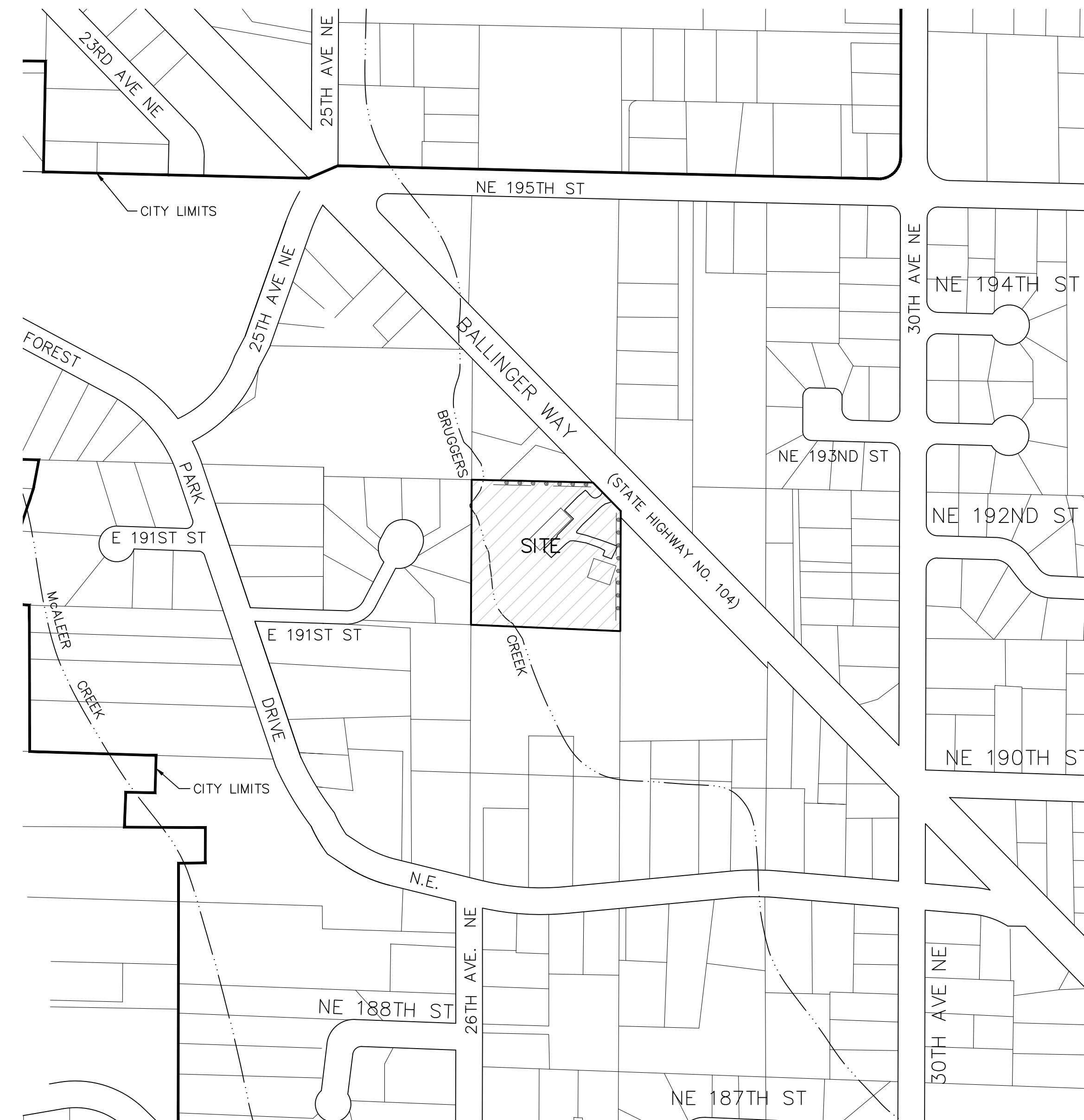
For the complete performance of all Work required by Contract Documents for that project entitled "Public Works Facility Material Bin Covers" the following Bid is submitted. Show cents to two decimal points. Do not include applicable retail sales tax in unit price bid amounts as tax is entered separately in the bid schedule. Where conflict occurs between the unit price and the extended price specified for any item, the Unit Price shall prevail, and totals shall be corrected to conform thereto. If any Unit Price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the Extended Price column.

BID SCHEDULE

Item No.	Item Description	Unit	Qty	Unit Cost	Bid Price
1	Minor Changes	FA	1	\$5,000.00	\$5,000.00
2	Construction Surveying	LS	1	5000	4000
3	SPCC Plan	LS	1	1200	1200
4	Trimming and Cleanup	LS	1	2500	2500
5	Remove and Reset Ultra Block Bin Walls	LS	1	3400	3400
6	Adjustment of Utility Cover	EA	2	650	1300
7	HMA CL. 1/2" PG 58-22	TN	7	380	2660
8	PVC Storm Drainpipe, 4-in. Diam.	LF	160	38	6080
9	Connection to Drainage Structure	EA	2	1000	2000
10	Erosion Control and Water Pollution Control	LS	1	1500	1500
11	Foundations	LS	1	137,750	130,050
12	Structural Framing and Roof	LS	1	238,694	239,694
Total Bid Items					395,766
WA State Sales Tax - 10.2					40,675.32
PROJECT TOTAL					436,441.32

END OF PROPOSAL FORM

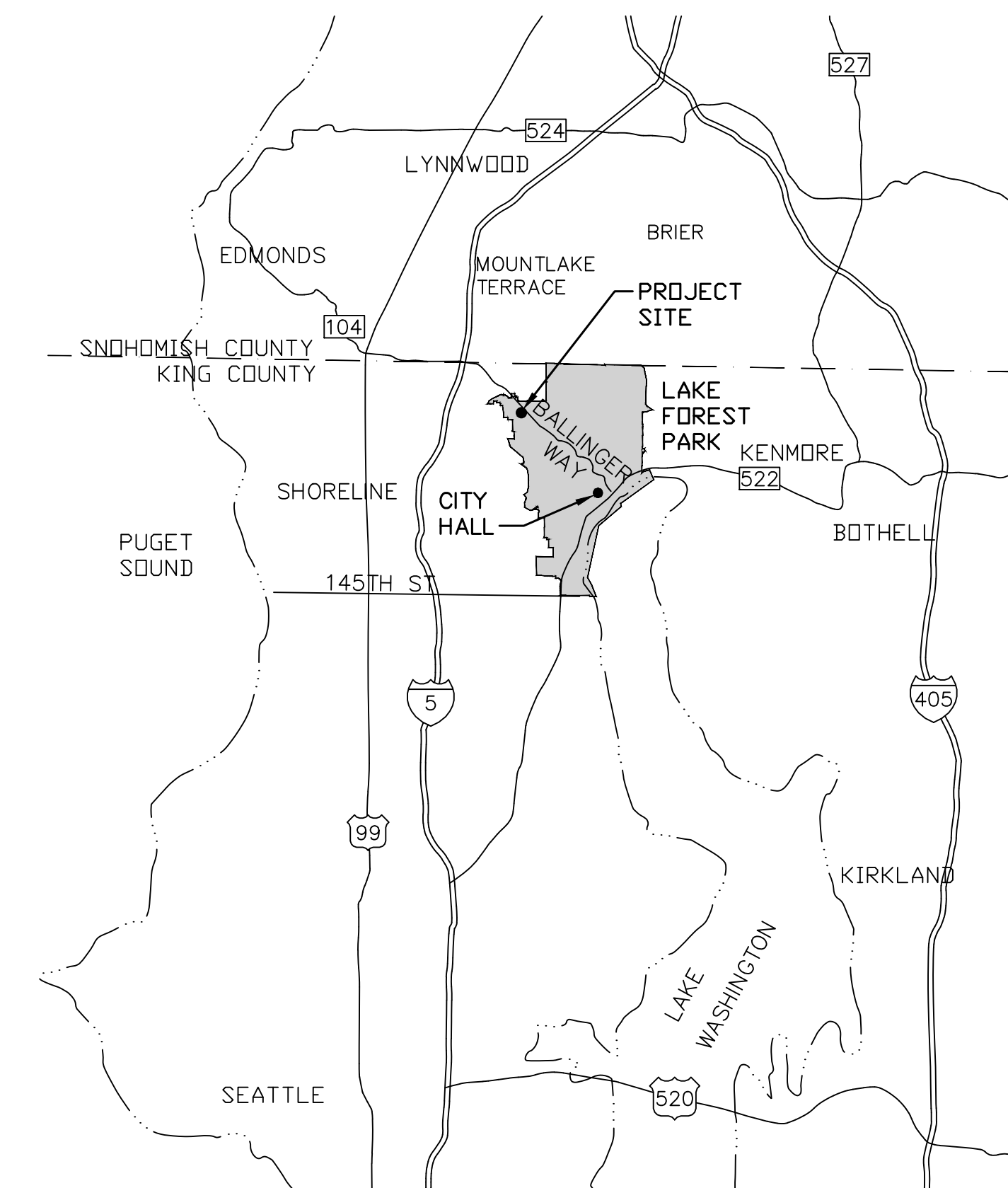
CITY OF LAKE FOREST PARK PUBLIC WORKS FACILITY MATERIAL BIN COVERS



VICINITY MAP
SCALE 1" = 200'

Sheet List Table

SHEET NUMBER	SHEET TITLE
G001	COVER SHEET
G002	SYMBOLS & ABBREVIATIONS
C101	SITE PLAN, DRAINAGE AND TESC PLAN
S001	GENERAL NOTES
S002	GENERAL NOTES
S003	SPECIAL INSPECTIONS
S101	DEMOLITION PLAN
S102	FOUNDATION PLAN
S103	FOUNDATION PLAN
S104	CANOPY PLAN
S201	ELEVATIONS
S301	CANOPY SECTIONS AND DETAILS
S302	FOUNDATION SECTIONS AND DETAILS



PROJECT LOCATION MAP
NOT TO SCALE

FILE NAME: P:\WORK\2024\1.P\2024_P24235_CVR.DWG
 SAVE TIME: 6/12/2024 11:08:22 AM
 PLOT TIME: 6/17/2024 8:04 AM
 USER NAME: WAT FULLSBURY

DESIGNED	CEN						
DRAWN	BJM						
CHECKED	JRF						
	SYM	REVISION	DATE	BY	APP'D		

PACE Engineers
11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014
www.paceengrs.com

CITY OF LAKE FOREST PARK
PUBLIC WORKS DEPARTMENT
17425 BALLINGER WAY NE
LAKE FOREST PARK, WA 98155

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DATE: 6/12/2024
SCALE: AS SHOWN

PUBLIC WORKS FACILITY MATERIAL BIN COVERS

COVER SHEET

FINAL PACKAGE

ORIGINAL COPY OF DIGITALLY SIGNED DOCUMENT AVAILABLE UPON REQUEST

PACE PROJECT NO. **24235**
DWG NAME: P24235_CVR.DWG
SHEET **G001** OF **12**

TOPOGRAPHIC & MISCELLANEOUS UTILITY SYMBOLS

Table listing symbols for centerline, property line, easement, break line, existing/prop. structure, fence, contour lines, slope, ditch, telephone lines, gas, power, guardrail, fountain, well, dish, booth, and existing gas meter/valve.

SURVEY SYMBOLS

Table listing symbols for found section corner, quarter corner, sixteenth corner, closing corner, meander corner, soil boring, tax lot number, ownership tie, angle point, benchmark, iron pipe/rebar, monument, lead & tack, and section center.

ABBREVIATIONS

Large table of abbreviations including AB (Anchor Bolt), AC (Asphaltic Concrete), EQ (Equal Equipment), MCC (Motor Control Center), RM (Room), and many others.

WATER SYMBOLS

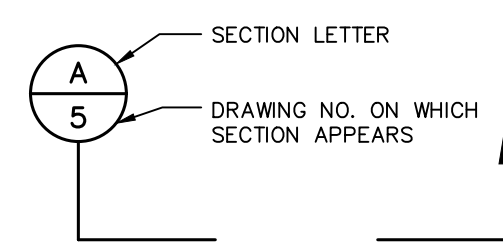
Table listing symbols for existing/prop. waterline, cap/plug, coupling, reducer, thrust block, water meter, fire hydrant, flange joint, mechanical joint, hub, air relief valve, blowoff, butterfly valve, and pressure reducing valve.

SANITARY/STORM SEWER SYMBOLS

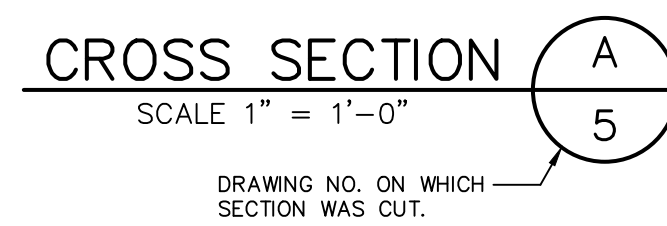
Table listing symbols for existing/prop. force main, sanitary sewer, storm drain, combined sewer, clean out, manhole, catch basin, culvert, and storm drain inlet.

SECTION & DETAIL NUMBERING SYSTEM

(1) SECTION CUT ON DRAWING 4



(2) ON DRAWING 15 THIS SECTION IS SHOWN



(3) DETAILS ARE CROSS-REFERENCED IN A SIMILAR MANNER EXCEPT THAT DETAILS ARE IDENTIFIED BY NUMBER RATHER THAN BY LETTER.

NOTE: SECTION & DETAIL NUMBERING SYSTEM MAY OR MAY NOT BE USED.

PROJECT RELATED SYMBOLS

PROJECT RELATED NOTES

FILE NAME: P:\WORK\PAV\24235_LFP_2024_REV1_BRY_SWS\DWG\ENGINEERING\SYMBOLS\PA24235_LEGEND.DWG

Revision table with columns for issue for construction, date, and revision details.

PACE Engineers logo and contact information: 11255 Kirkland Way, Suite 300, Kirkland, WA 98033.

CITY OF LAKE FOREST PARK PUBLIC WORKS DEPARTMENT 17425 BALLINGER WAY NE LAKE FOREST PARK, WA 98155

Table for verifying scale and date, showing 1" scale and date 6/12/2024.

PUBLIC WORKS FACILITY MATERIAL BIN COVERS SYMBOLS & ABBREVIATIONS

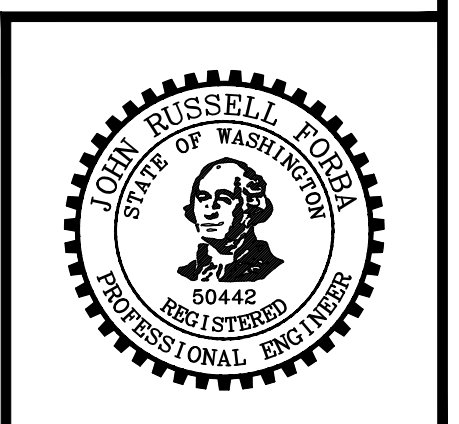


Table with project information: PACE PROJECT NO. 24235, DWG NAME: P24235_LEGEND.DWG, SHEET G002 OF 12.

19219 BALLINGER WAY NE
T.L. 866590-0019

CB RIM=200.81
IE 18" CMP (NE)=193.71
1IE 6" PVC (SW)=193.71

"TOP" 6" PVC (N)
AT ELBOW=198.29
IE=197.79 +/-

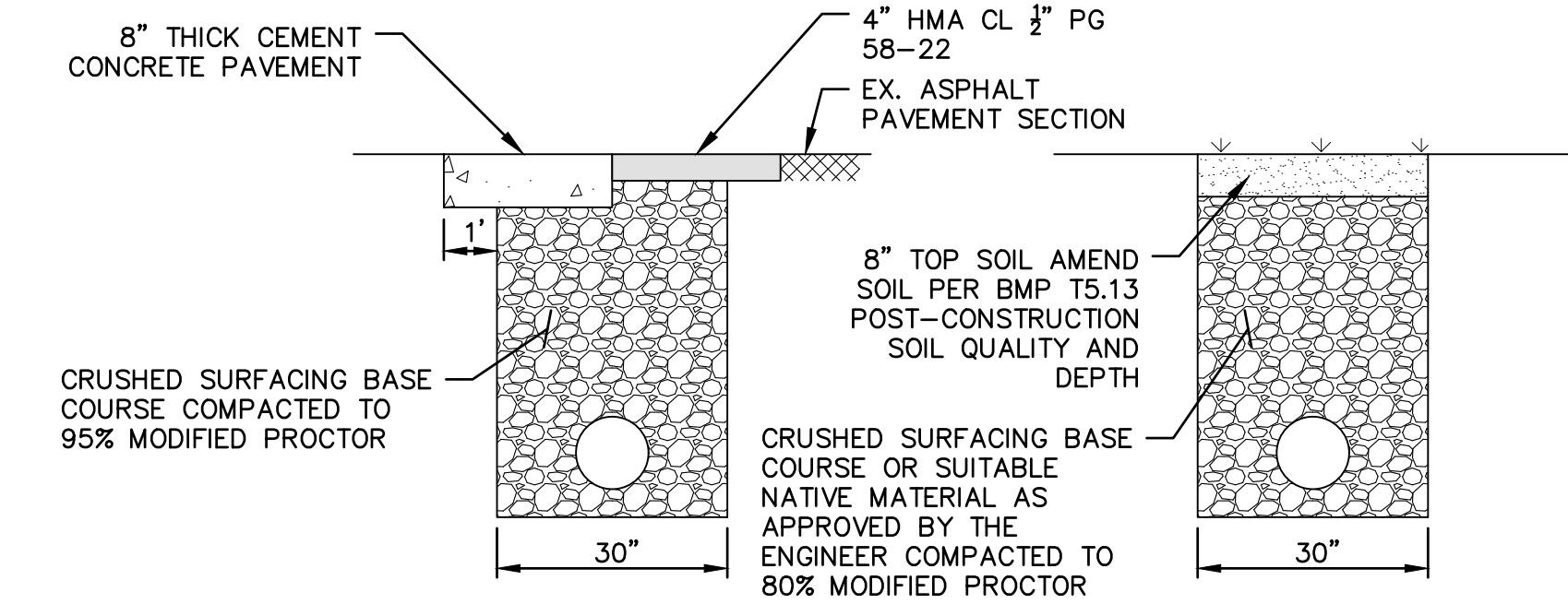
19201 BALLINGER WAY NE
T.L. 866590-0035
EXISTING BUILDING

CB RIM=197.40
IE 12" PVC (E)=193.80
IE 12" PVC (W)=193.80

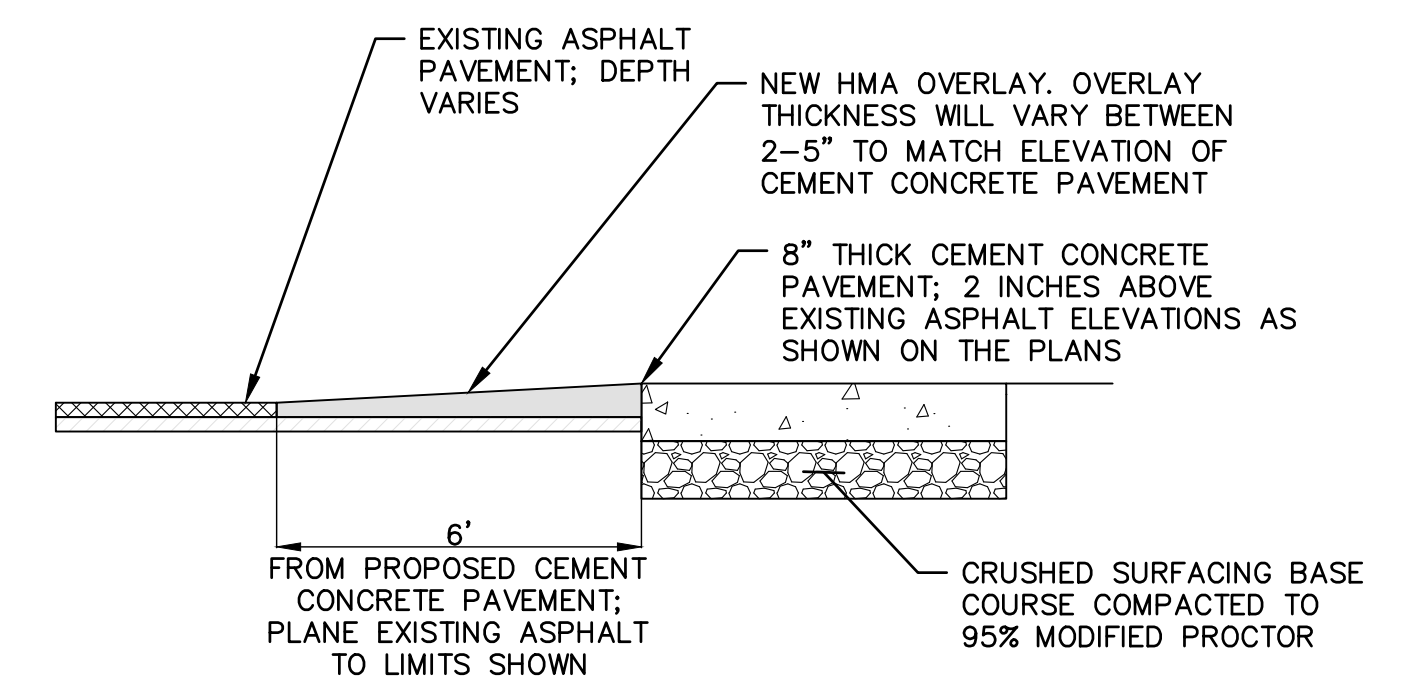
BALLINGER WAY NE

CONSTRUCTION NOTES

- 1 INSTALL CATCH BASIN INSERTS IN ALL CB'S
- 2 REMOVE ULTRA BLOCK WALLS AND STORE BLOCKS ON SITE IN A LOCATION DESIGNATED BY THE ENGINEER.
- 3 CONNECT 4 INCH PVC STORM DRAIN PIPE @ S=0.02 ft/ft TO EXISTING 12 INCH STORM DRAIN PIPE USING KOR-N-SEAL BOOT. BACKFILL TRENCH AND RESTORE PAVEMENT PER TYPICAL TRENCH DETAIL THIS SHEET.
- 4 8" THICK CEMENT CONCRETE PAVEMENT PER DETAIL THIS SHEET.
- 5 ADJUST EXISTING TYPE 1 CATCH BASIN LID TO FINISHED GRADE.
- 6 PLANE EXISTING ASPHALT PAVING FOR CONSTRUCTION HMA OVERLAY FROM EXISTING ASPHALT ELEVATION TO PROPOSED CEMENT CONCRETE PAVEMENT.
- 7 SAWCUT EXISTING ASPHALT PAVING FOR CONSTRUCTION OF CEMENT CONCRETE PAVEMENT BETWEEN THE TWO MATERIAL STORAGE BINS.
- 8 CONNECT 4 INCH PVC STORM DRAIN PIPE @ S=0.02 ft/ft TO EXISTING TYPE 1 CATCH BASIN USING KOR-N-SEAL BOOT. BACKFILL TRENCH AND INSTALL PAVEMENT PER TYPICAL TRENCH DETAIL THIS SHEET.



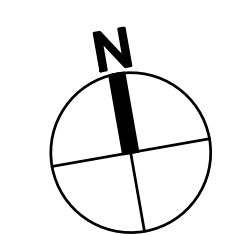
1 TYPICAL TRENCH DETAILS



2 PLANING AND OVERLAY AREA

LEGEND

- CEMENT CONCRETE
- PLANING AND OVERLAY AREA (PER DETAIL THIS SHEET)



HORIZ. 0 5 10 20
Scale In Feet

FINAL PACKAGE



ORIGINAL COPY OF DIGITALLY SIGNED DOCUMENT AVAILABLE UPON REQUEST
PACE PROJECT NO. **24235**
DWG NAME: P24235_SITE.DWG
SHEET **C101** OF **12**

FILE NAME: P:\WORK\PA\24235_IP_2024_REV1_SDCS\DWG\ENGINEERING\24235_SITE.DWG
SAVE TIME: 6/27/2024 3:10:26 PM
USER NAME: WAT FALLSBURY

DESIGNED	CEN	0	ISSUE FOR CONSTRUCTION	05/06/24		
DRAWN	BJM					
CHECKED	JRF					
SYM			REVISION	DATE	BY	APP'D

PACE Engineers
11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014
www.paceengrs.com

CITY OF LAKE FOREST PARK
PUBLIC WORKS DEPARTMENT
17425 BALLINGER WAY NE
LAKE FOREST PARK, WA 98155

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DATE: **6/12/2024**
SCALE: **AS SHOWN**

PUBLIC WORKS FACILITY MATERIAL BIN COVERS
SITE PLAN, DRAINAGE AND TESC PLAN

GENERAL STRUCTURAL NOTES

GENERAL:

- 1. THESE STRUCTURAL NOTES SUPPLEMENT THE DRAWINGS. IF ERRORS, DISCREPANCIES, OR OMISSIONS ARE DISCOVERED IN THE DRAWINGS...
2. CONDITIONS SHOWN AS EXISTING ARE BASED ON INFORMATION PROVIDED TO THE STRUCTURAL ENGINEER WHEN DRAWINGS WERE PREPARED...
3. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL EXISTING CONDITIONS DESCRIBED IN THE CONTRACT DOCUMENTS WITH FIELD MEASUREMENTS AND OBSERVATIONS PRIOR TO PROCEEDING WITH ANY WORK OR FABRICATION.

SHOP DRAWINGS:

- 1. SUBMIT SHOP DRAWINGS TO ENGINEER FOR THE FOLLOWING:
A. CONCRETE MIX DESIGN
B. REINFORCING STEEL
C. STRUCTURAL AND MISCELLANEOUS STEEL INCLUDING WELD INSERTS AND ANCHORS
D. METAL BUILDING SYSTEMS AND COMPONENTS
E. BAR JOISTS, GIRDERS, AND STEEL DECK

CONCRETE (CAST IN PLACE):

- 1. ALL CONCRETE WORK TO CONFORM TO IBC CHAPTER 19.
2. PROVIDE NORMAL WEIGHT AGGREGATES OF NATURAL SAND AND ROCK COMPLYING WITH ASTM C33 (AGGREGATE SIZE).
3. PROVIDE PORTLAND CEMENT CONFORMING TO ASTM C150, TYPE II.
4. ALL CONCRETE SHALL BE NORMAL WEIGHT (145 PCF) AND SHALL DEVELOP A MINIMUM 28 DAY LABORATORY CURED, COMPRESSIVE CYLINDER STRENGTH OF:
- 5,000 PSI FOR STRUCTURAL CONCRETE, UNO
- 5,000 PSI FOR FOUNDATIONS AND INTERIOR SLABS ON GRADE

REINFORCING STEEL:

- 1. REINFORCING BARS SHALL BE NEW BILLET STEEL AND SHALL CONFORM TO:
- ALL REINFORCEMENT UNO: ASTM A706, GRADE 60
- REINFORCING AT FOUNDATION, SUSPENDED SLAB, SLAB ON GRADE, AND ALL TIES: ASTM A615, GRADE 60
2. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185
3. ALL WELDED REINFORCING STEEL, METAL INSERTS, AND CONNECTIONS SHALL CONFORM TO ACI AND CRSI STANDARDS.

DESIGN CODES:

- 1. PERFORM CONSTRUCTION AND WORKMANSHIP IN COMPLIANCE WITH CONTRACT DOCUMENTS AND THE FOLLOWING CODES:
A. 2018 INTERNATIONAL BUILDING CODE
B. 2018 WASHINGTON STATE BUILDING CODE
2. ALL REFERENCE TO OTHER CODES AND STANDARDS (ACI, ASTM, ETC.) SHALL BE FOR THE LATEST OR MOST CURRENT EDITION AVAILABLE.
3. DESIGN CRITERIA:
A. LIVE LOADS:
ROOF LIVE LOAD: PFL = 20 PSF
TRUCK LOAD: We = 50,000 LBS
HAUL/MATERIAL LOAD: GM = 150 PCF
B. SNOW LOADS:
GROUND SNOW LOADS: Pg = 20 PSF
SNOW EXPOSURE FACTOR: Ce = 1.1
SNOW LOAD IMPORTANCE FACTOR: Is = 0.8
THERMAL FACTOR: Ct = 1.2
ROOF SNOW LOAD: Pfl = 16 PSF
C. WIND DESIGN DATA:
BASIC WIND SPEED: Vult = 92 MPH
RISK CATEGORY: I
WIND EXPOSURE: C
D. EARTHQUAKE DESIGN DATA:
RISK CATEGORY: I
SEISMIC IMPORTANCE FACTOR: Is = 1
MAPPED SPECTRAL RESPONSE ACCELERATION PARAMETERS: Ss = 1.265g, S1 = 0.442g
SITE CLASS: D
DESIGN SPECTRAL RESPONSE ACCELERATION PARAMETERS: SDS = 1.012g, SD1 = 0.545g
SEISMIC DESIGN CATEGORY: D
E. SOIL DATA (PER GEOTECHNICAL REPORT BY SHANNON AND WILSON, INC DATED 3/24/2011)
ULTIMATE FOOTING BEARING CAPACITY: q = 6,000 PSF
SOIL UNIT WEIGHT: gamma = 120 PCF

FOUNDATIONS:

- 1. FOUNDATION ELEVATIONS ARE AS SHOWN ON DRAWINGS.
2. FOUNDATIONS SHALL BE FOUNDED ON FIRM, UNDISTURBED SOIL OR ON APPROVED STRUCTURAL FILL.
3. STRUCTURAL FILL SHALL CONSIST OF CLEAN, WELL-GRADED SAND, SAND AND GRAVEL, OR CRUSHED ROCK OR AS SPECIFIED IN THE SOILS REPORT.
4. STRUCTURAL FILL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8" IN THICKNESS AND SHALL BE COMPACTED TO 92% OF THE MAXIMUM DRY DENSITY AS OBTAINED BY MODIFIED PROCTOR (ASTM D1557).
5. EXPOSED SOIL SHALL BE INSPECTED FOR COMPLIANCE WITH THE SOILS REPORT BY THE INSPECTION AGENCY REPRESENTATIVE PRIOR TO CONSTRUCTING CONCRETE FORMS AND/OR PLACING REINFORCING STEEL.

NON-SHRINK GROUT:

- 1. CONFORM WITH ASTM C1107 AND CRD-C621 CORPS OF ENGINEERS "SPECIFICATIONS FOR NON-SHRINK GROUT".
2. SPECIFIED 28 DAY COMPRESSIVE STRENGTH: 5,000 PSI
3. DO NOT PRE-GROUT PLATES.

ANCHORS IN CONCRETE & MASONRY

- 1. INSTALL ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
2. INSTALL WITH IBC SPECIAL INSPECTION ACCORDING TO SPECIAL INSPECTION PROGRAM.
3. ALL ANCHORS SHALL BE ICC/ICBO APPROVED
4. MECHANICAL ANCHORS, WHERE SPECIFIED ON THE DRAWINGS, SHALL CONFORM TO THE FOLLOWING:
A. CONCRETE EXPANSION ANCHORS: HILTI KWIK BOLT TZ (ESR-1917)
B. CONCRETE UNDERCUT ANCHORS: HILTI HAD (ESR-1546)
C. GROUTED REINFORCED CMU EXPANSION ANCHORS: HILTI KWIK BOLT 3 (ESR-2302)
5. ADHESIVE ANCHORS, WHERE SPECIFIED ON THE DRAWINGS, SHALL CONFORM TO THE FOLLOWING:
A. CONCRETE EPOXY ANCHORS: HILTI HIT-RE 500-V3 (ESR-3814)
B. GROUTED REINFORCED CMU EPOXY ANCHORS: HILTI HIT-HY 200 (ESR-3187)
C. UNGROUTED OR UNREINFORCED MASONRY EPOXY ANCHORS: HILTI HIT-HY 70 (ESR-2882)
ACCEPTABLE ADHESIVE INJECTION GEL SYSTEMS:
- HILTI-RE-500-SD - HILTI (ESR 2322)
- SET-XP - SIMPSON STRONG TIE (ESR 2508)
6. DRILLING SHALL BE PERFORMED WITH A ROTARY HAMMER DRILL AND CARBIDE TIPPED DRILL BIT IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE APPLICABLE ICC EVALUATION REPORT.
7. BORE HOLE CLEANING PROCEDURES MUST COMPLY WITH THE MANUFACTURER'S INSTRUCTIONS AND THE APPLICABLE ICC EVALUATION REPORT IN ORDER TO PRODUCE A DRY, DUST-FREE HOLE.
8. INJECTION OF ADHESIVE SHALL BE PERFORMED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND THE APPLICABLE ICC EVALUATION REPORT IN ORDER TO PRODUCE AN AIR-VOID FREE INJECTION.
9. SPECIAL CONDITIONS SUCH AS WATER SATURATED CONCRETE, WATER-FILLED HOLES, UNDERWATER AND OVERHEAD INSTALLATIONS MUST BE APPROVED BY THE ENGINEER OF RECORD AND COMPLY WITH THE APPLICABLE ICC-ES REPORT.
10. STEEL ANCHORING ELEMENTS SHALL BE THE SIZE AND GRADE SHOWN ON THE DRAWINGS AND MUST BE CLEAN, DRY AND FREE OF ANY OIL OR CONTAMINANTS.
11. SUBSTITUTIONS FOR ANCHOR SYSTEMS MUST BE APPROVED BY THE STRUCTURAL ENGINEER OF RECORD PRIOR TO INSTALLATION AND SHALL HAVE A VALID ICC-ES EVALUATION IN ACCORDANCE WITH THE APPLICABLE BUILDING CODE.
12. ALL ANCHOR EMBED DEPTHS SPECIFIED ON THESE DRAWINGS ARE EFFECTIVE EMBEDMENT DEPTHS. ADDITIONAL ANCHOR LENGTH AND OR HOLE DEPTH SHALL BE PROVIDED AS REQUIRED BY THE ANCHOR MANUFACTURER AND ASSOCIATED CODE APPROVALS.

Table with 7 columns: BAR SIZE, TOP BARS, OTHER BARS, 3,000 PSI, 4,000 PSI, 5,000 PSI, OTHER BARS. Rows include bar sizes #3 through #11.

LAP SPICE NOTES:

- A. TOP BARS ARE DEFINED AS HORIZONTAL BARS PLACED SUCH THAT MORE THAN 12" OF CONCRETE IS PLACED BELOW THE BARS.
B. SPLICE LENGTH BASIS: CLASS B, CASE 1 SPLICE, WITH CENTER-TO-CENTER BAR SPACING OF GREATER THAN (3) BAR DIAMETERS.
C. INCREASE SPLICE LENGTHS BY 50% IF CLEAR DISTANCES ARE LESS THAN 2 BAR DIAMETERS, BUT NEVER LESS THAN MINIMUM CLEAR DISTANCES INDICATED BELOW.
13. MAINTAIN THE FOLLOWING MINIMUM CLEAR DISTANCES BETWEEN REINFORCING STEEL (OR ENCASED STRUCTURAL STEEL) AND FACE OF CONCRETE UNO:
A. CONCRETE CAST AGAINST AND PERMANENTLY IN CONTACT WITH GROUND: 3"
B. CONCRETE EXPOSED TO WEATHER OR IN CONTACT WITH GROUND: 2"
C. CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
- SLABS, WALLS, AND JOISTS, #11 AND SMALLER: 3/4"
- BEAMS, COLUMNS, PEDESTALS AND TENSION TIES: 1-1/2"
14. DOWEL CONCRETE WALLS TO FOOTING WITH BARS OF SAME SIZE AND SPACING AS WALL REINFORCEMENT, UNO.
15. PLACE (2) #5 BARS x OPENING DIMENSION PLUS 4'-0" EACH SIDE OF ALL OPENINGS AND (2) #5 x 4'-0" DIAGONAL BARS AT EACH CORNER OF ALL SLAB OPENINGS GREATER THAN 1'-6" PLACED AT EACH LAYER OF REINFORCING STEEL.
16. PROVIDE TEMPERATURE & SHRINKAGE REINFORCEMENT IN ALL SLABS AS FOLLOWS, UNO:
- 4" SLAB - #3 @ 12" AT RIGHT ANGLE TO MAIN REINFORCEMENT
- 6" SLAB - #4 @ 16" AT RIGHT ANGLE TO MAIN REINFORCEMENT
- 8" SLAB - #4 @ 12" AT RIGHT ANGLE TO MAIN REINFORCEMENT
17. TERMINATE ALL CONT. BARS WITH STD HOOK AT EACH END.

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PRINT TIME: 6/17/2024 8:05 AM
USER NAME: WAT FALLSBURY

Table with columns: DESIGNED (SRD), DRAWN (KAM), CHECKED (SAL), and a grid for REVISION, DATE, BY, APP'D.

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VERIFY SCALE: BAR IS ONE INCH ON ORIGINAL DRAWING. DATE: 6/12/2024. SCALE: AS SHOWN.

PUBLIC WORKS FACILITY MATERIAL BIN COVERS GENERAL NOTES

Professional Engineer seal for Scott Dawson, State of Washington, No. 23031360. Includes text: ORIGINAL COPY OF DIGITALLY SIGNED DOCUMENT AVAILABLE UPON REQUEST. PACE PROJECT NO. 24235. DWG NAME: P24235_STR_GN.DWG. SHEET S001 OF 12.

GENERAL STRUCTURAL NOTES

STRUCTURAL STEEL (MATERIAL & FABRICATION):

- 1. STRUCTURAL STEEL DETAILING, FABRICATION AND ERECTION SHALL CONFORM TO THE BUILDING CODE AND AISC STANDARDS USING LOADS AS DEFINED IN AISC-360 SECTION B3-3 "DESIGN FOR STRENGTH USING LOAD AND RESISTANCE FACTOR DESIGN (LRFD)".
2. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING, UNO:
- WIDE FLANGE SHAPES ASTM A992
- PLATES AND BARS ASTM A529 GRADE 50
- CHANNELS AND ANGLES ASTM A36
- HOLLOW ROUND SECTIONS ASTM A500-C
- HOLLOW RECTANGULAR SECTIONS ASTM A500-C
- ROUND PIPE ASTM A53-B
- ANCHOR RODS EMBEDDED IN CONCRETE ASTM F-1554
- CONNECTION BOLTS A325-N-STD
- OPEN CHANNEL STRUT ASTM A653, GRADE 33
3. FABRICATE AND ERECT STRUCTURAL STEEL IN COMPLIANCE WITH THE LATEST REVISION OF "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" AND IBC CHAPTER 22.
4. AISC QUALITY CERTIFIED LICENSED FABRICATOR IS REQUIRED FOR ALL STRUCTURAL STEEL.
5. ALL STRUT BOLTS TO CONFORM TO MANUFACTURER SPECIFICATIONS OR SAE J429 GR 2, UNO.
6. VERIFY ALL MATERIAL FINISHES WITH OWNER.
7. HEADED STUD CONNECTORS (WHS) SHALL CONFORM TO AWS D1.1 SECTION 7 AND SHALL BE FABRICATED FROM COLD DRAWN STEEL CONFORMING TO ASTM A-108 WITH A MINIMUM TENSILE STRENGTH OF 65KSI. STUD WELDING, INSPECTION AND TESTING SHALL CONFORM TO AWS REQUIREMENTS.
8. ALL STEEL EXPOSED TO WEATHER, MOISTURE, SOIL, OR AS NOTED SHALL BE HOT DIP GALVANIZED PER ASTM A123.
9. WHERE SPECIFIED, GALVANIZED STEEL SHALL CONFORM TO ASTM A123 WITH MINIMUM COATING THICKNESS GRADE 60. VENT HOLES ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INDICATED ON THE SHOP DRAWINGS.
10. HIGH-STRENGTH BOLTS:
A. ALL BOLTS SHALL BE INSTALLED AS PRETENSIONED HIGH-STRENGTH BOLTS COMPLYING WITH ASTM A325N.
B. MINIMUM PRETENSION OF HIGH-STRENGTH BOLTS SHALL COMPLY WITH TABLE 8.1 OF "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS" (RCSC 2014).
C. VERIFICATION OF MINIMUM PRETENSION OF HIGH-STRENGTH BOLTED CONNECTIONS TO COMPLY WITH ONE OF THE FOLLOWING METHODS PER RCSC 2014, SECTION 8.2:
i. TURN-OF-NUT PRETENSIONING
ii. CALIBRATED-WRENCH PRETENSIONING
iii. DIRECT-TENSION-INDICATOR PRETENSIONING
D. INSPECTION OF HIGH-STRENGTH BOLTED CONNECTIONS TO COMPLY WITH SPECIFICATIONS SECTION N5.6 AND AISC 341 CHAPTER J7.
E. INSPECTION OF SLIP-CRITICAL CONNECTIONS TO COMPLY WITH RCSC 2014 SECTION 9.3.

STRUCTURAL STEEL (WELDING):

- 1. BASIC REQUIREMENTS
A. WELD STRUCTURAL STEEL IN COMPLIANCE WITH ANS/AWS D1.1 AND AISC SPECIFICATION, CHAPTER J.
B. WELDERS SHALL BE CERTIFIED AS REQUIRED IN THE PLANS AND BY GOVERNING CODE AUTHORITY.
C. WELDING SHALL BE DONE BY ELECTRIC ARC PROCESS USING LOW-HYDROGEN ELECTRODES WHOSE SPECIFIED TENSILE STRENGTH IS NOT LESS THAN 70 KSI UNO, AND 80 KSI FOR ALL ASTM 913 STEEL.
D. WELDING MAY BE PERFORMED USING SUBMERGED ARC PROCESS WITH AUTOMATIC WELDING (SAW-1).
E. SUBMIT ALL PRE-QUALIFIED JOINT WELDING PROCEDURES FOR REVIEW.
F. SHOP WELDS MUST BE PERFORMED IN AN AISC CERTIFIED FABRICATOR'S SHOP.
G. UNLESS A LARGER SIZE FILLET WELD IS INDICATED, PROVIDE MINIMUM SIZE OF WELD PER AISC SPECIFICATION, SECTION J2 AND TABLE J2.4.
H. NO ATTEMPT HAS BEEN MADE TO DIFFERENTIATE BETWEEN SHOP AND FIELD-WELDED CONNECTIONS.
2. PROJECT WELDING REQUIREMENTS
A. THE PROJECT WELDING REQUIREMENTS SHALL APPLY TO ALL SHOP AND FIELD WELDS.
B. THE INSPECTOR SHALL VERIFY COMPLIANCE WITH THE APPROVED PROJECT WELDING REQUIREMENTS. ANY DEVIATION OR LACK OF COMPLIANCE WITH THE APPROVED REQUIREMENTS SHALL BE REPORTED IMMEDIATELY TO THE STRUCTURAL ENGINEER AND CONTRACTOR.
C. ALL FULL PENETRATION WELDS SHALL BE INSPECTED BY ULTRASONIC OR OTHER APPROVED NON-DESTRUCTIVE TESTING PROCEDURES. RESULTS OF TESTS SHALL BE SUBMITTED IN REPORT FORM TO THE ENGINEER.
D. IN ADDITION TO REQUIREMENTS DESCRIBED ELSEWHERE IN THE CONTRACT DOCUMENTS, THE APPROVED PROJECT WELDING REQUIREMENTS SHALL, AT A MINIMUM, CONSIST OF THE FOLLOWING (REFER TO AWS D1.1):
i. WELDING PROCEDURE SPECIFICATION (WPS) FOR EACH WELD AND POSITION AS REQUIRED BY AWS D1.1.
ii. SUPPLEMENTAL WELDING PROCEDURE.
iii. SHOP DRAWINGS THAT REFERENCE THE APPROPRIATE WPS FOR EACH WELD REQUIRED FOR EACH CONNECTION AND REQUIRED SUPPLEMENTAL WELDING PROCEDURE.
iv. WELDER PERFORMANCE QUALIFICATIONS APPROVED BY THE DEPUTY INSPECTOR.
v. QUALIFICATION BY TESTING OF ANY WELDING PROCEDURE THAT IS NOT PRE-QUALIFIED PER AWS D1.1.

METAL DECKING:

- 1 ALL METAL DECKING SHALL BE AS INDICATED IN THE DRAWINGS.
4 DECKING SHALL BE CONTINUOUS ON 4 OR MORE SUPPORTS.
6 CONNECT DECKING TO SUPPORTING MEMBERS WITH 1/2" DIAMETER PUDDLE WELDS, STANDARD WELDING WASHERS.
7 WELDERS SHALL BE AWS CERTIFIED FOR LIGHT GAUGE METAL WELDING.

COLD FORMED STEEL FRAMING:

- 1. ALL FABRICATION, ERECTION, AND IDENTIFICATION OF COLD FORMED STEEL FRAMING SHALL CONFORM TO IBC SECTIONS 2209, 2210, 2211, AND AISI "SPECIFICATION FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS".
2. MATERIAL:
A. ASTM A653/653M, GRADE D (Fy = 50 KSI) FOR 51 MIL AND THICKER STOCK
B. ASTM A653/653M, GRADE A (Fy = 33 KSI) FOR 43 MIL AND THINNER STOCK
3. FASTENING OF COMPONENTS SHALL BE WITH SELF-DRILLING SHEET METAL (SDSM) SCREWS, UNLESS NOTED OTHERWISE:
A. SCREW SPACING AND EDGE DISTANCE SHALL BE NOT LESS THAN 3X THE NOMINAL SCREW DIAMETER.
B. PENETRATIONS OF SCREWS THROUGH JOINED MATERIAL SHOULD NOT BE LESS THAN (3) EXPOSED THREADS.
C. WHERE FEASIBLE, INSTALL SCREWS FROM THINNER MATERIAL TO THICKER MATERIAL.
D. SCREWS SHALL BE INSTALLED AND TIGHTENED IN ACCORDANCE WITH SCREW MANUFACTURER'S RECOMMENDATIONS.
4. WHERE INDICATED, FASTENING OF COMPONENTS SHALL BE WITH WELDING:
A. ALL WELDS SHALL BE OF SUFFICIENT SIZE TO ENSURE THE STRENGTH OF THE CONNECTION.
B. ALL WELDING SHALL CONFORM WITH AWS SPECIFICATIONS. TOUCH UP WELDS WITH ZINC RICH PAINT.
C. WELDERS SHALL BE AWS CERTIFIED FOR COLD FORMED METAL WELDING.
D. WELDING ELECTRODES SHALL BE E60XX.
E. WELDING IS ONLY ACCEPTABLE ON MATERIAL 43 MIL AND THICKER.
5. STEEL STUDS OR JOISTS SHALL HAVE STIFFENED LIPS UNLESS NOTED OTHERWISE AND SHALL BE MANUFACTURED BY MEMBERS OF THE STEEL STUD MANUFACTURER'S ASSOCIATION. SIZES AND GAUGE ARE AS NOTED ON DRAWINGS.
6. PROVIDE ALL ACCESSORIES INCLUDING, BUT NOT NECESSARILY LIMITED TO, TRACKS, CLIPS, WEB STIFFENERS, ANCHORS, FASTENING DEVICES, AND OTHER ACCESSORIES REQUIRED FOR A COMPLETE AND PROPER INSTALLATION.
7. END BLOCKING SHALL BE PROVIDED WHERE JOIT ENDS ARE NOT OTHERWISE RESTRAINED FROM ROTATION.
8. JOISTS SHALL BE LOCATED DIRECTLY OVER BEARING STUDS, UNLESS NOTED OTHERWISE, WITHIN A TOLERANCE OF 1/2".
9. SPLICES IN AXIALLY LOADED STUDS SHALL NOT BE PERMITTED.
10. EACH FLANGE OF STUDS SHALL BE SECURELY ATTACHED TO FLANGES OF BOTH UPPER AND LOWER TRACKS.
11. WHEN METAL STUDS ARE USED IN BEARING WALL CONSTRUCTION, STUDS MUST FIT TIGHTLY INTO THE TOP AND BOTTOM TRACKS. END GAPS WILL NOT BE ALLOWED.
12. METAL STUDS TO BE "C" STUDS OF SIZE AND GAUGE AS SHOWN ON THE DRAWINGS. ALL STUDS SHALL BE 33 KSI STEEL OF STANDARD COMMERCIAL QUALITY. METAL STUD BEARING WALLS MUST BE SHEATHED OR OTHERWISE BRACED ON BOTH SIDES IN THEIR WEAK DIRECTION PRIOR TO BEING SUBJECTED TO VERTICAL LOADS.

WELDING NOTES:

Table with 8 columns: THINNER BASE MATERIAL, NOT OVER 1/4" [6.5], OVER 1/4" [6.5] TO 5/16" [8], OVER 5/16" [8] TO 7/16" [11], OVER 7/16" [11] TO 9/16" [14.5], OVER 9/16" [14.5] TO 3/4" [19], OVER 3/4" [19] TO 7/8" [22], OVER 7/8" [22] TO 1" [25].

- 1. ALL WELDS ARE DOUBLE FILLET AND ALL DOUBLE FILLET WELD SIZES ARE PER THE TABLE HEREIN U.N.O. * INDICATES DOUBLE CONTINUOUS WELD.
2. ALL WELD SIZES GIVEN IN THE TABLE ARE LEG SIZE
3. ALL STRUCTURAL WELDING SHALL BE IN ACCORDANCE WITH AWS D1.1
4. ALL BUTT WELDS TO BE FULL PENETRATION AND ACHIEVE FULL STRENGTH WITH BACK GOUGING WHENEVER NECESSARY. U.N.O. ONE-SIDED WELDING TO BE APPLIED ONLY WHERE SPECIFICALLY APPROVED BY THE OWNER, USING OWNER APPROVED PROCESS
5. ALL ONE-SIDED FILLET WELDS LEG SIZES SHALL BE CONTINUOUS AND 1/16TH INCH SMALLER THAN THE THICKNESS OF THE BASE MATERIAL, U.N.O.
6. ALL STEEL PLATES/MEMBERS IN CONTACT WITH OTHER STEEL PLATES/MEMBERS WHICH DO NOT SATISFY THE REQUIREMENTS OF A BUTT WELD TO BE DOUBLE FILLET WELD AND ACHIEVE FULL STRENGTH OF BASE MATERIAL U.N.O.

Table with 4 columns: ABBREVIATIONS, CJP, COMPLETE JOINT PENETRATION, and a list of abbreviations including AB, ABT, AC, ACI, ADDL, ALT, APPRX, ARCH, B TO B, BLDG, BLK, BLKG, BM, BOF, BOP, BOS, BOT, BP, BRCG, BRG, BRKT, BTWN, C, CB, CH PL, CJ, etc.

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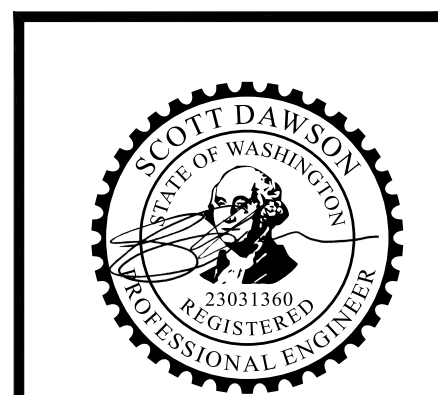
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PUBLIC WORKS FACILITY MATERIAL BIN COVERS
GENERAL NOTES

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DWG NAME: P24235_STR_GN.DWG
SHEET S002 OF 12



ENGINEER'S QUALITY ASSURANCE PROGRAM

STRUCTURAL OBSERVATION:

- STRUCTURAL OBSERVATION IS REQUIRED FOR THE STRUCTURAL SYSTEM IN ACCORDANCE WITH IBC SECTION 1704.6. STRUCTURAL OBSERVATION IS THE VISUAL OBSERVATION OF THE ELEMENTS AND CONNECTIONS OF THE STRUCTURAL SYSTEM AT SIGNIFICANT CONSTRUCTION STAGES AND THE COMPLETED STRUCTURE FOR GENERAL CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATIONS. STRUCTURAL OBSERVATION DOES NOT WAIVE THE RESPONSIBILITY FOR THE INSPECTIONS REQUIRED OF THE BUILDING INSPECTOR OR THE SPECIAL INSPECTOR.
- THE OWNER SHALL EMPLOY A REGISTERED DESIGN PROFESSIONAL TO PERFORM THE STRUCTURAL OBSERVATION. THE STRUCTURAL ENGINEER SHALL BE REGISTERED OR LICENSED IN THE STATE OF WASHINGTON. THE DEPARTMENT OF BUILDING AND SAFETY RECOMMENDS THE USE OF THE STRUCTURAL ENGINEER RESPONSIBLE FOR THE STRUCTURAL DESIGN WHEN THEY ARE INDEPENDENT OF THE CONTRACTOR.
- THE OWNER OR OWNER'S REPRESENTATIVE SHALL COORDINATE AND CALL FOR A MEETING BETWEEN THE STRUCTURAL ENGINEER RESPONSIBLE FOR THE STRUCTURAL DESIGN, STRUCTURAL OBSERVER, CONTRACTOR, AFFECTED SUBCONTRACTORS, AND DEPUTY INSPECTORS. THE PURPOSE OF THE MEETING SHALL BE TO IDENTIFY THE MAJOR STRUCTURAL ELEMENTS AND CONNECTIONS THAT AFFECT THE VERTICAL AND LATERAL LOAD SYSTEMS OF THE STRUCTURE AND TO REVIEW SCHEDULING OF THE REQUIRED OBSERVATIONS. A RECORD OF THE MEETING SHALL BE INCLUDED IN THE FIRST OBSERVATION REPORT SUBMITTED TO THE BUILDING INSPECTOR.
- THE STRUCTURAL OBSERVER SHALL PERFORM SITE VISITS AT THOSE STEPS IN THE PROGRESS OF THE WORK THAT ALLOW FOR CORRECTION OF DEFICIENCIES WITHOUT SUBSTANTIAL EFFORT OR UNCOVERING OF THE WORK INVOLVED. AT A MINIMUM, THE FOLLOWING SIGNIFICANT CONSTRUCTION STAGES REQUIRE A SITE VISIT AND AN OBSERVATION REPORT FROM THE STRUCTURAL OBSERVER:

CONSTRUCTION STAGE	ELEMENTS/CONNECTIONS TO BE OBSERVED
A. FOUNDATIONS:	BASE MATERIAL COMPACTION. FOLLOWING PLACEMENT OF REINFORCING STEEL, EMBEDDED PLATES AND ANCHOR BOLTS, ETC.
B. STRUCTURAL STEEL, CONCRETE, WOOD, MASONRY, ETC.:	FOLLOWING FABRICATION AND AT 30% STAGE OF STEEL ERECTION AT 95% STAGE OF STEEL ERECTION.
- THE STRUCTURAL OBSERVER SHALL PREPARE A REPORT FOR EACH SIGNIFICANT STAGE OF CONSTRUCTION OBSERVED. THE ORIGINAL OF THE OBSERVATION REPORT SHALL BE SENT TO THE BUILDING INSPECTOR'S OFFICE AND SHALL BE SIGNED AND SEALED (WET OR ELECTRONIC STAMP) BY THE STRUCTURAL OBSERVER. ONE COPY OF THE OBSERVATION REPORT SHALL BE ATTACHED TO THE APPROVED PLANS. COPIES OF THE REPORT SHALL ALSO BE GIVEN TO THE OWNER, CONTRACTOR, AND DEPUTY INSPECTOR.
- A FINAL OBSERVATION REPORT MUST BE SUBMITTED TO THE BUILDING OFFICIAL, OWNER, AND STRUCTURAL ENGINEER THAT STATES THAT THE SITE VISITS HAVE BEEN MADE, THAT ALL REPORTED DEFICIENCIES HAVE, TO THE BEST OF THE STRUCTURAL OBSERVER'S KNOWLEDGE, BEEN CORRECTED, AND THAT THE STRUCTURAL SYSTEM IN GENERAL CONFORMS TO THE APPROVED PLANS AND SPECIFICATIONS.

STATEMENT OF SPECIAL INSPECTION

- TESTING LABORATORY SHALL SUBMIT REPORTS INDICATING RESULTS AND OBSERVATIONS OF TESTS AND INSPECTIONS AND STATING COMPLIANCE OR NONCOMPLIANCE WITH CONTRACT DOCUMENTS TO STRUCTURAL ENGINEER AND TO GOVERNING CODE AUTHORITY. CONTRACTOR SHALL REIMBURSE OWNER FOR COSTS RELATED TO TESTS AND INSPECTIONS OF UNIDENTIFIABLE MATERIALS OR MATERIALS FURNISHED WITHOUT CERTIFIED LABORATORY TEST REPORTS, MATERIALS FOUND DEFICIENT AFTER INITIAL TESTS AND INSPECTIONS, OR MATERIALS REPLACING DEFICIENT MATERIALS. SEE SPECIFICATIONS FOR ADDITIONAL TEST AND INSPECTION REQUIREMENTS.
- PROVIDE CEMENT, AGGREGATES, REINFORCING STEEL, STRUCTURAL STEEL, HIGH-STRENGTH BOLTS, ETC., FROM IDENTIFIABLE TESTED STOCK. SUBMIT CERTIFIED LABORATORY TEST REPORTS TO STRUCTURAL ENGINEER AND TO GOVERNING CODE AUTHORITY. IF MATERIALS CANNOT BE IDENTIFIED OR IF CERTIFIED LABORATORY TEST REPORTS CANNOT BE MADE AVAILABLE, TESTING LABORATORY WILL PERFORM TESTS TO DETERMINE CONFORMANCE WITH CONTRACT DOCUMENTS AS DIRECTED BY STRUCTURAL ENGINEER.
- TESTING LABORATORY SHALL PROVIDE SPECIAL INSPECTION, COMPLYING WITH IBC SECTION 1701 (UNO), FOR THE FOLLOWING:
 - FOUNDATION PREPARATION
 - REINFORCING STEEL PLACEMENT
 - EMBEDDED BOLTS & PLATES
 - CONCRETE SAMPLING & STRENGTH TESTING
 - SHOP & FIELD WELDING INCLUDING SHEAR STUDS
 - HIGH-STRENGTH BOLT INSTALLATION
 - POST-INSTALLED CONCRETE ANCHORS
- TESTING LABORATORY SHALL REVIEW CONCRETE MIX DESIGN DATA AND SHALL PERFORM THE CONCRETE TESTS SPECIFIED IN THE TABLE BELOW AT FREQUENCY INDICATED IN REQUIRED INSPECTIONS OF REINFORCED CONCRETE IN QUALITY ASSURANCE SECTION.
- TESTING LABORATORY SHALL PERFORM THE TESTS IN STRUCTURAL STEEL SPECIFIED IN THE TABLE BELOW AS INDICATED IN REQUIRED INSPECTIONS OF STRUCTURAL STEEL IN QUALITY ASSURANCE SECTION.
- TESTING LABORATORY SHALL PERFORM THE TESTS FOR COMPACTED STRUCTURAL FILL SPECIFIED IN THE TABLE BELOW AS INDICATED IN REQUIRED INSPECTIONS OF STRUCTURAL FILL IN QUALITY ASSURANCE SECTION.
- THE FOLLOWING REQUIREMENTS SHALL APPLY TO WELDING INSPECTIONS PERFORMED FOR THE PROJECT:
 - THE LEAD WELDING INSPECTOR SHALL BE A CERTIFIED WELDING INSPECTOR (CWI) PER AWS-QC1 STANDARDS. SHALL BE APPROVED BY THE STRUCTURAL OBSERVER AND CERTIFIED BY THE BUILDING OFFICIAL AS A REGISTERED DEPUTY INSPECTOR FOR STRUCTURAL STEEL WELDING (ICC-ES CERTIFICATION), AND SHALL POSSESS A MINIMUM LEVEL OF UT LEVEL II CERTIFICATION. OTHER WELDING INSPECTORS PERFORMING VISUAL INSPECTION UNDER THE SUPERVISION OF THE LEAD WELDING INSPECTOR SHALL POSSESS ICC-ES CERTIFICATION, AND PERSONS PERFORMING NONDESTRUCTIVE TESTING SHALL POSSESS UT LEVEL II CERTIFICATION. NOT MORE THAN FOUR NON-CWI INSPECTORS SHALL BE UNDER THE SUPERVISION OF A CWI. CERTIFICATION BY ICC-ES IS NOT AN ACCEPTABLE SUBSTITUTE FOR CLA CERTIFICATION.
 - ALL INSPECTION REQUIREMENTS SHALL BE REQUIRED BY AWS D1.1 AND THE QUALITY ASSURANCE SECTION INCLUDING INSPECTION TABLES.

TABLE 1705.3

REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION	REFERENCED STANDARD	IBC REFERENCE
1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT	-	X	ACI 318: Ch. 20.25.2, 25.3, 20.6.1-20.6.3	1908.4
2. REINFORCING BAR WELDING: A. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706. B. INSPECT SINGLE-PASS FILET WELDS, MAXIMUM 3/16" AND C. INSPECT ALL OTHER WELDS.	-	X	AWS D1.4 ACI 318:26.6.4	-
3. INSPECT ANCHORS CAST IN CONCRETE	-	X	ACI 318: 17.8.2	-
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS.(b) A. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS. B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4A.	X	X	ACI 318: 17.8.2.4 ACI 318: 17.8.2	-
5. VERIFY USE OF REQUIRED DESIGN MIX	-	X	ACI 318: Ch. 19, 26.4.3, 26.4.4	1904.1, 1904.2, 1908.2, 1908.3
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	-	ASTM C172 ASTM C31 ACI 318:26.5, 26.12	1908.10
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	-	ACI 318:26-5	1908.6, 1908.7, 1908.8
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	-	X	ACI 318:26.5-26.5.5	1908.9
9. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES A. APPLICATION OF PRESTRESSING FORCES, AND B. GROUTING OF BONDED PRESTRESSING TENDONS.	X	-	ACI 318:26.10	-
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS.	-	X	ACI 318:26.9	-
11. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	-	X	ACI 318: 26.11.2	-
12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	-	X	ACI 318: 26.11.1.2 (b)	-

For SI: 1 inch = 25.4mm.

a. Where Applicable, see Section 1705.12, Special inspections for seismic resistance.

b. Specific requirements for special inspection shall be included in the research report for the anchor issued by approved source in accordance with 17.8.2 in ACI 318, or other qualification procedures. Where specific requirements are not provided, special inspection requirements shall be specified by the registered design professional and shall be approved by the building official prior to the commencement of the work.

TABLE 1705.6

REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	-	X
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	-	X
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIAL.	-	X
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X	-
5. PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	-	X

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PUBLIC WORKS FACILITY MATERIAL BIN COVERS
SPECIAL INSPECTIONS

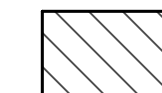
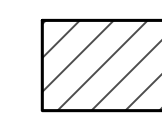
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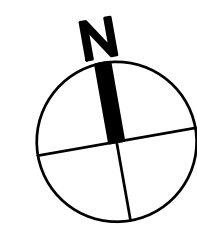


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PACE PROJECT NO.
24235
DWG NAME: P24235_STR_GN.DWG
SHEET **S003** OF **12**



 ASPHALT DEMOLITION
 CONCRETE SLAB DEMOLITION



1 DEMOLITION PLAN
S101 NTS

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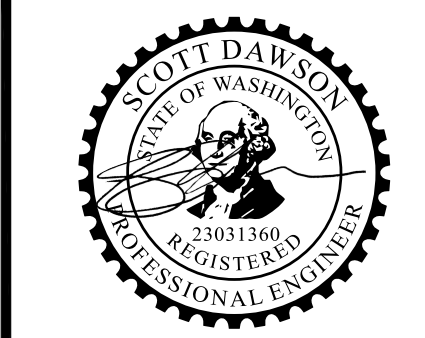
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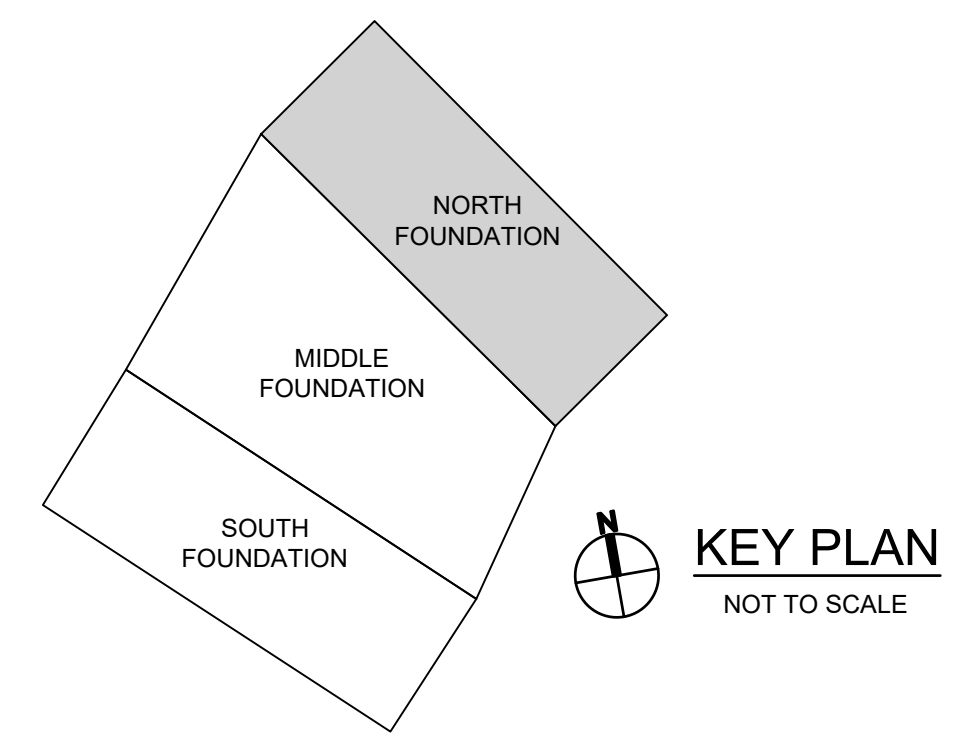
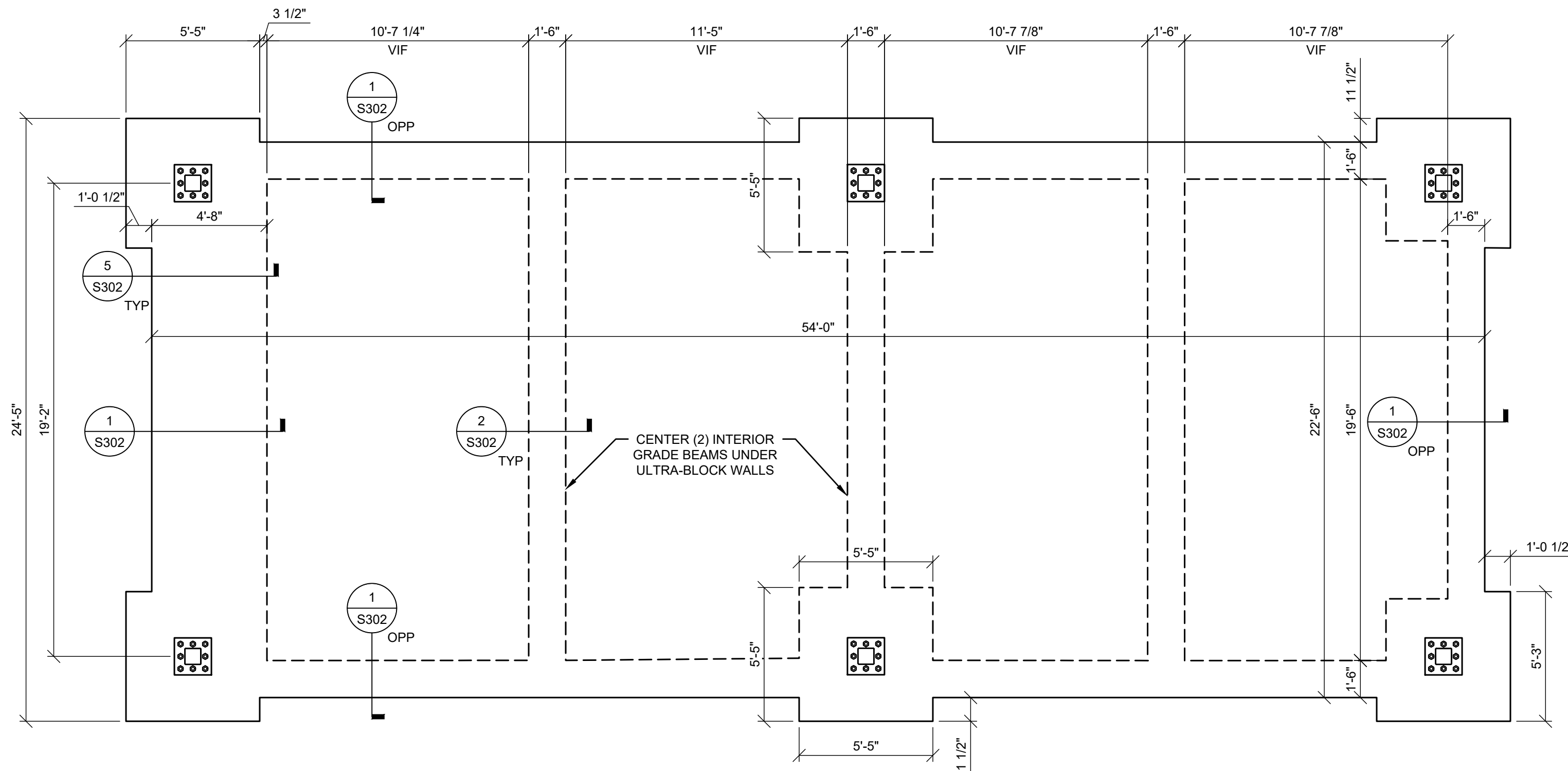
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DEMOLITION PLAN

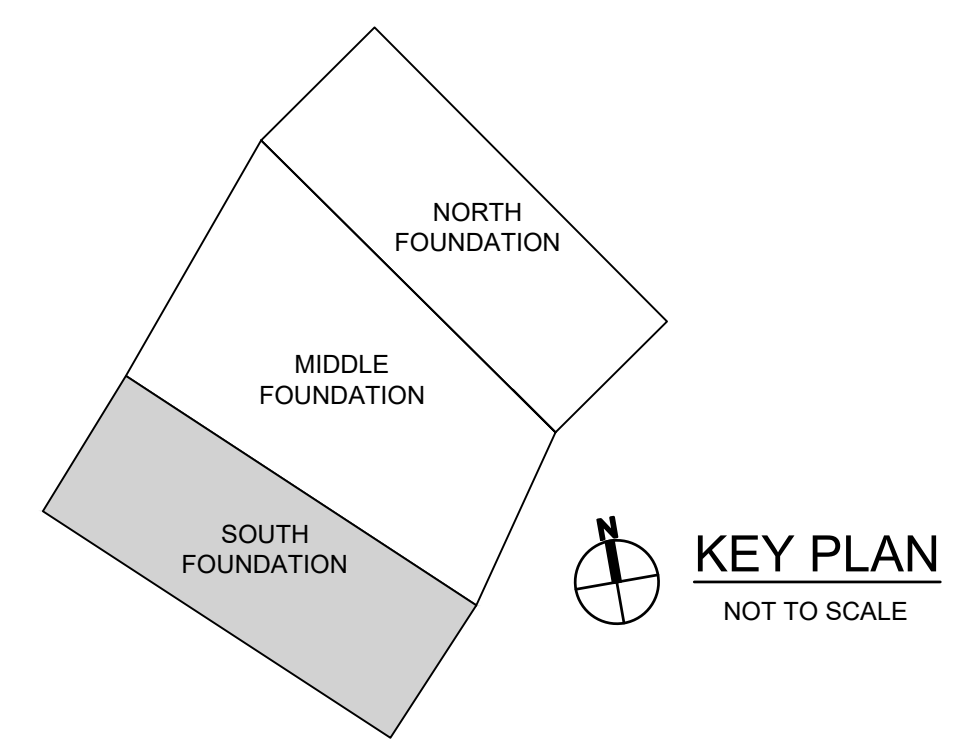
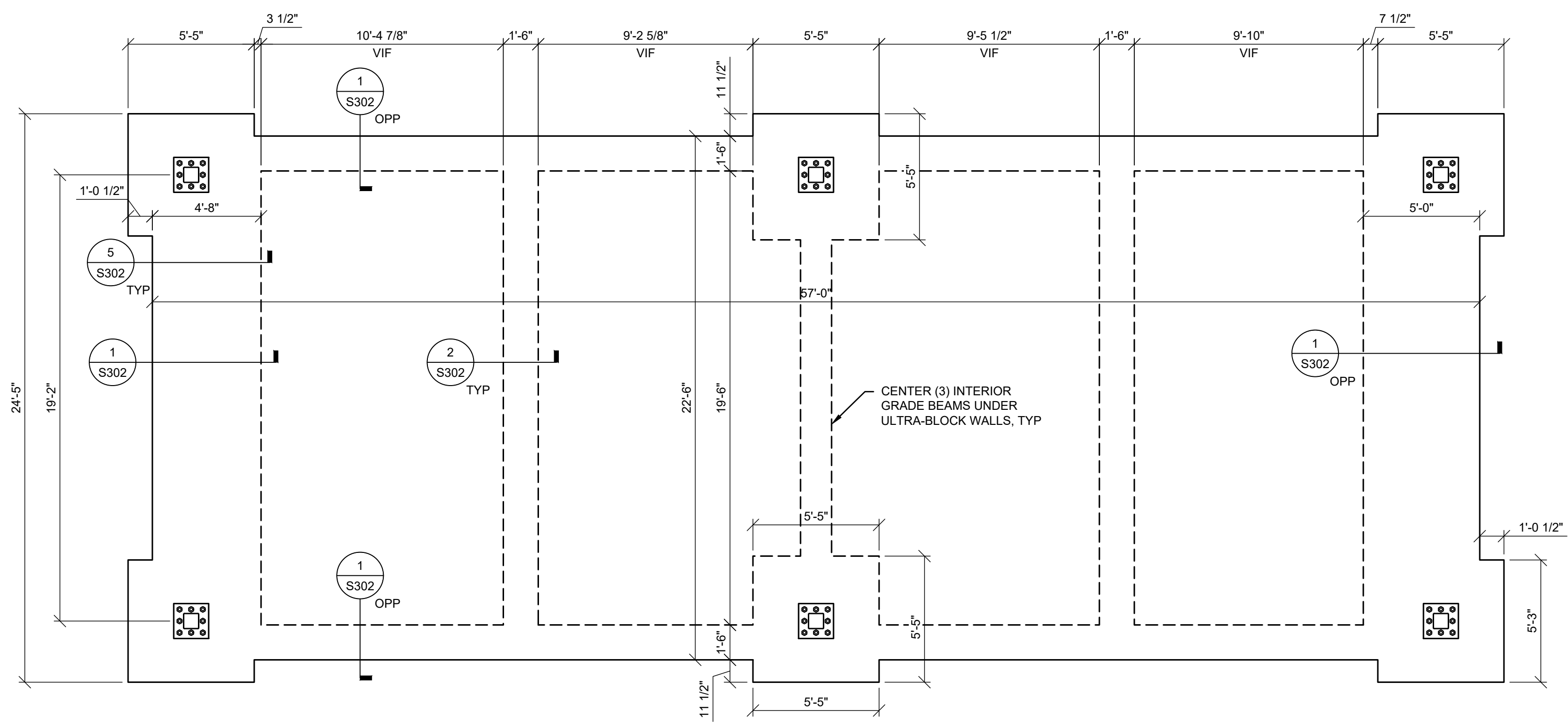
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24235
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 SHEET **S101** OF **12**



1 NORTH FOUNDATION
1/4"=1'-0"



2 SOUTH FOUNDATION
1/4"=1'-0"

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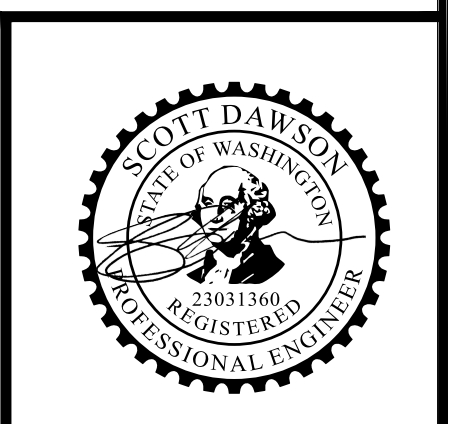
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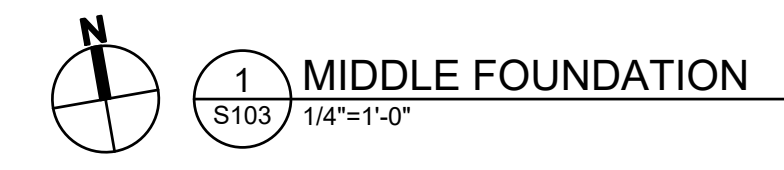
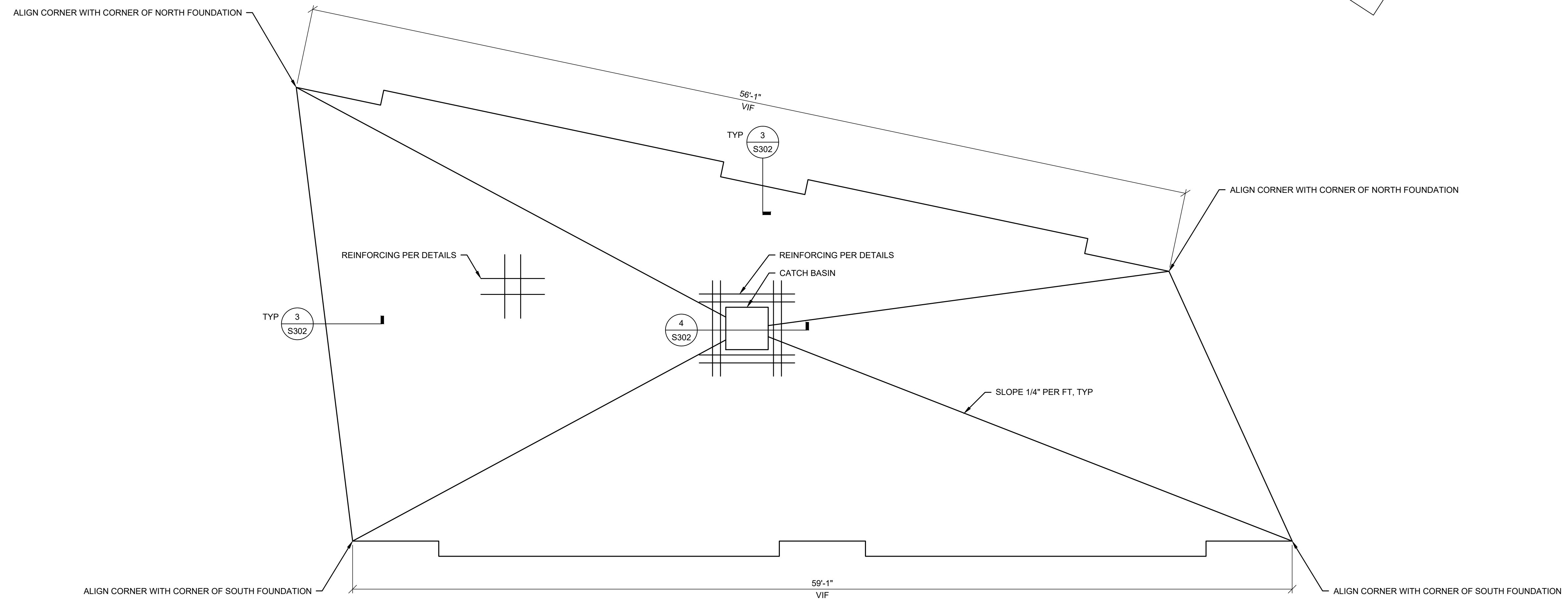
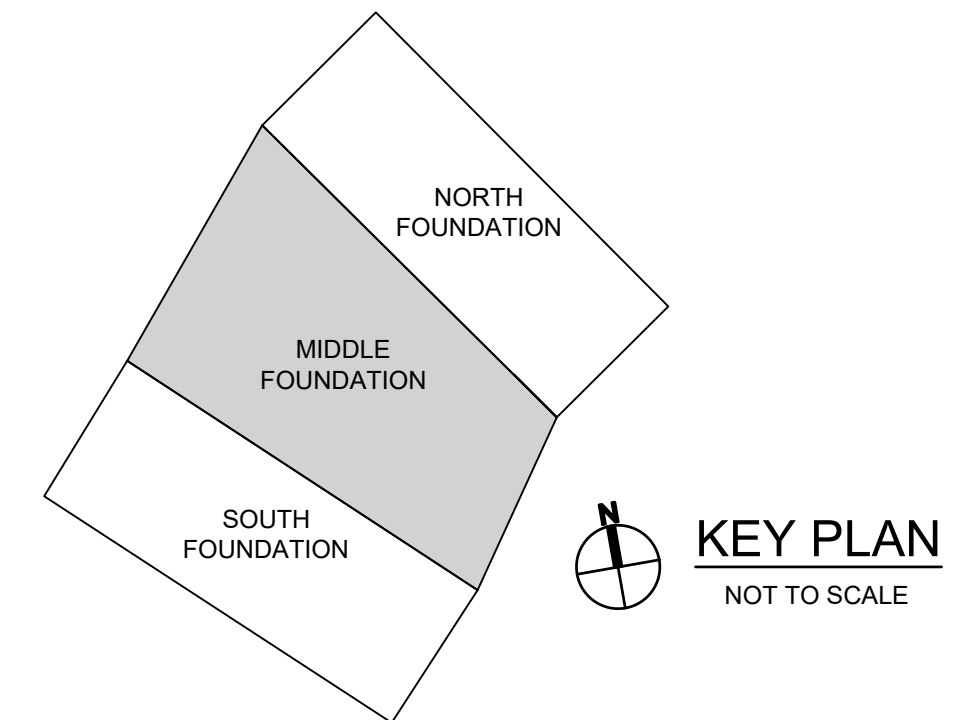
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FOUNDATION PLAN

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DWG NAME:	P24235_FNDT.DWG
SHEET	S102 OF 12



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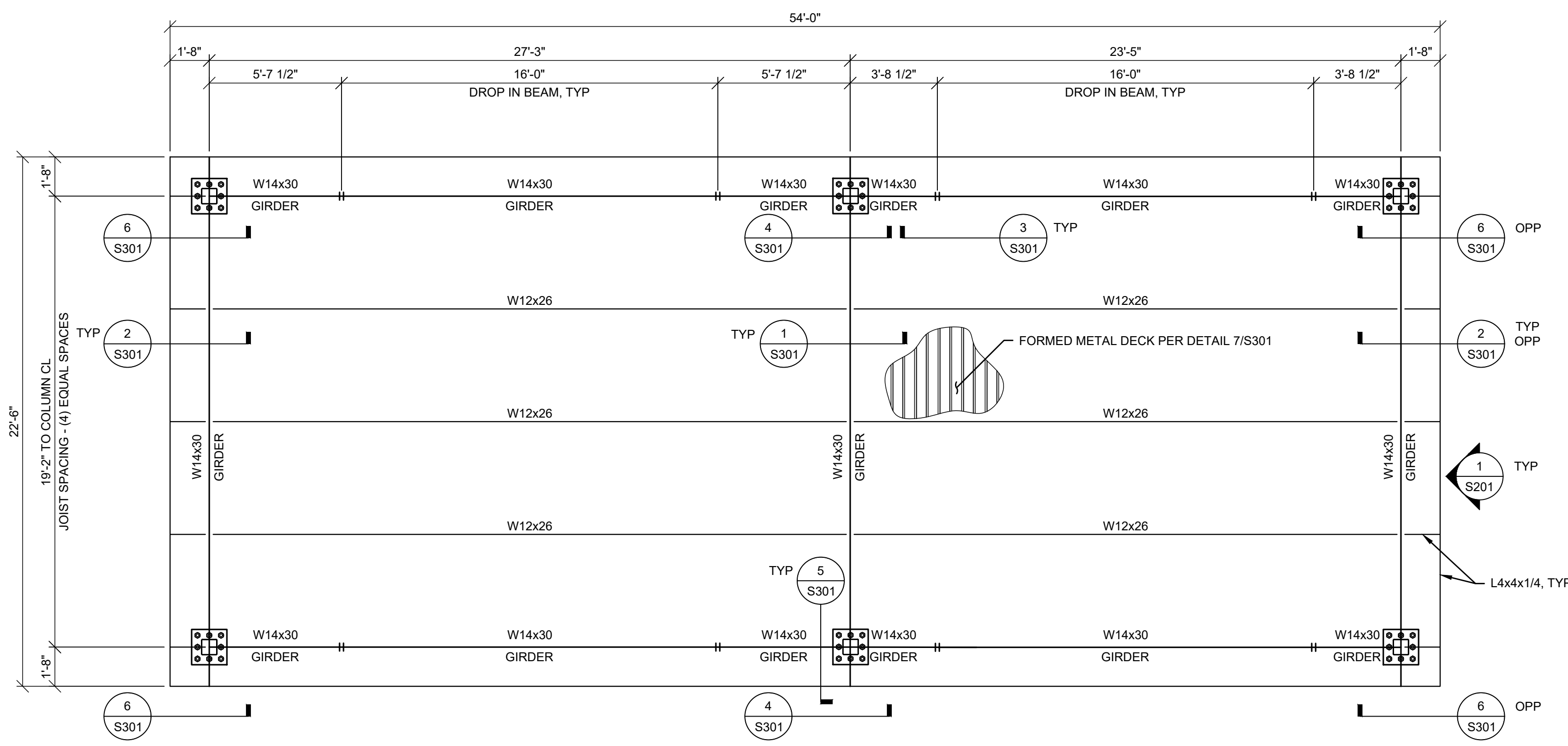
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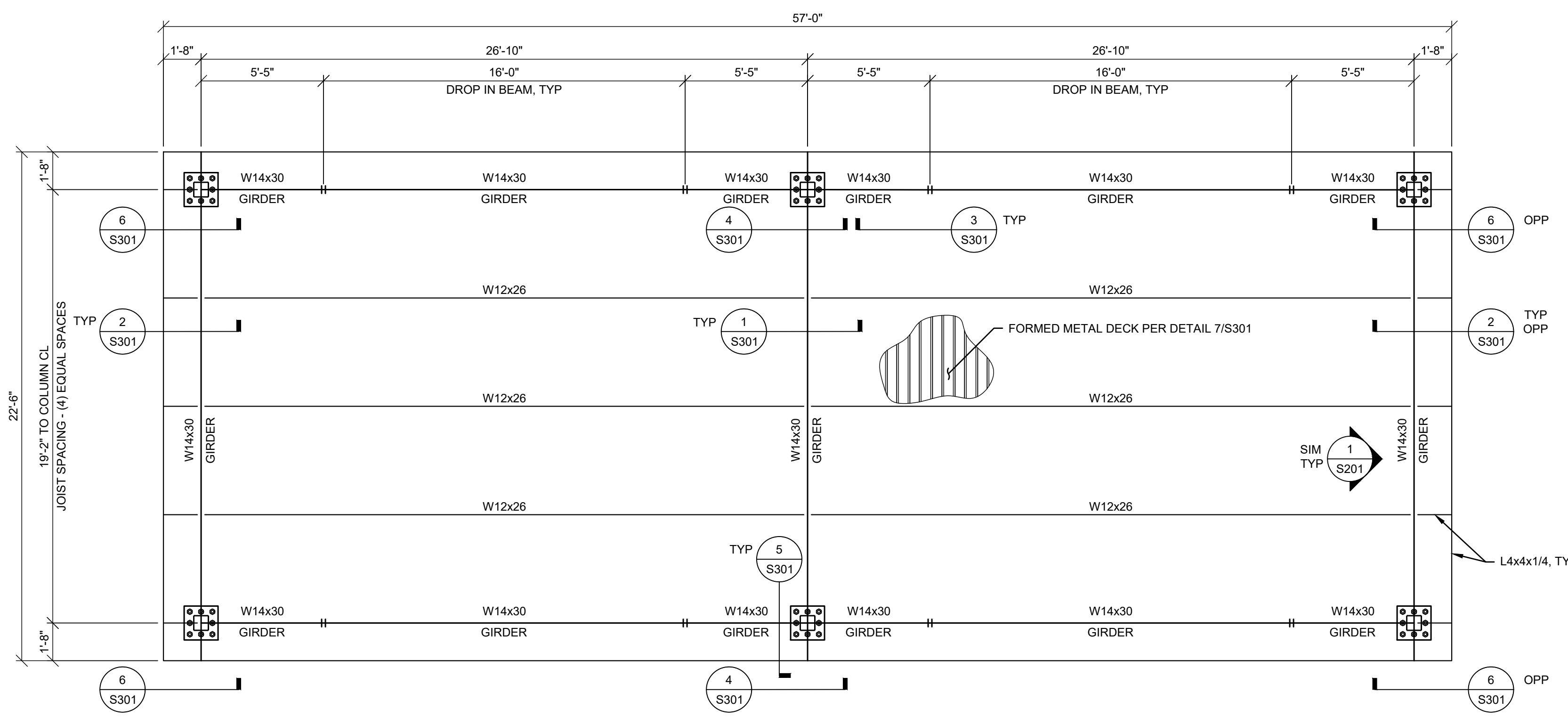
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FOUNDATION PLAN

PACE PROJECT NO. **24235**
DWG NAME: P24235_FNDT.DWG
SHEET **S103** OF **12**

GENERAL NOTES
 1. EFFORTS TO EVENLY DISTRIBUTE SOLAR PANELS OVER THE CANOPY ARE RECOMMENDED TO BE MADE SUCH THAT THE CENTER OF GRAVITY OF THE INSTALLED SOLAR PANELS IS WITHIN TWO FEET OF THE CENTER OF STIFFNESS OF THE CANOPY STRUCTURE TO AVOID A STRUCTURAL HORIZONTAL IRREGULARITY 1B IN SEISMIC DESIGN CATEGORY D AS DEFINED IN ASCE7-16. SEE ASCE7-16, SECTION 12.3.3.1.



1 NORTH CANOPY FRAMING
 S104 1/4"=1'-0"



2 SOUTH CANOPY FRAMING
 S104 1/4"=1'-0"

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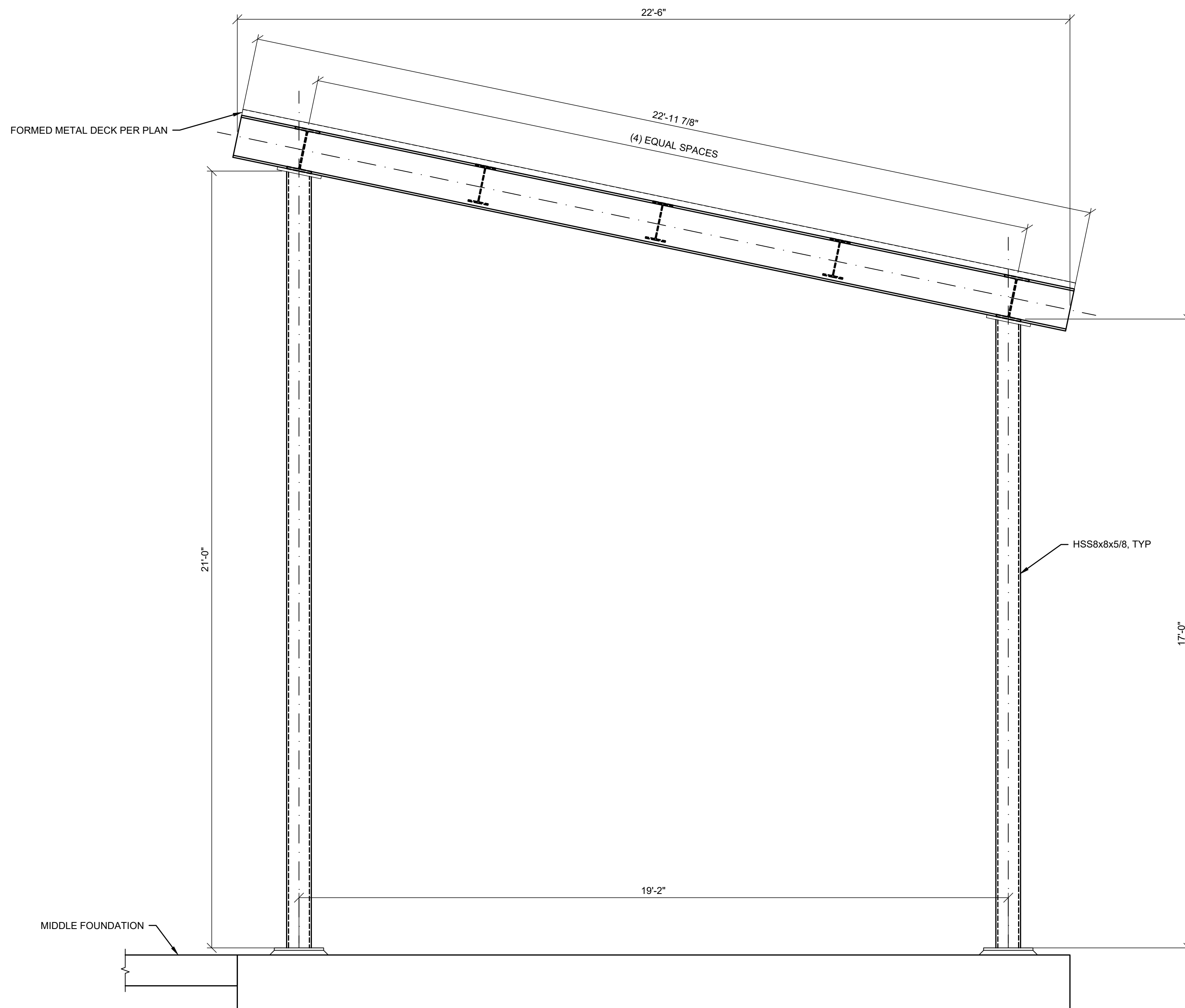
PUBLIC WORKS FACILITY MATERIAL BIN COVERS
 CANOPY PLAN

SCOTT DAWSON
 STATE OF WASHINGTON
 REGISTERED PROFESSIONAL ENGINEER
 23031360

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PACE PROJECT NO. **24235**
 DWG NAME: P24235_CPLAN.DWG
 SHEET **S104** OF **12**



1 TYPICAL CANOPY ELEVATION
S201 1/2" = 1'-0"

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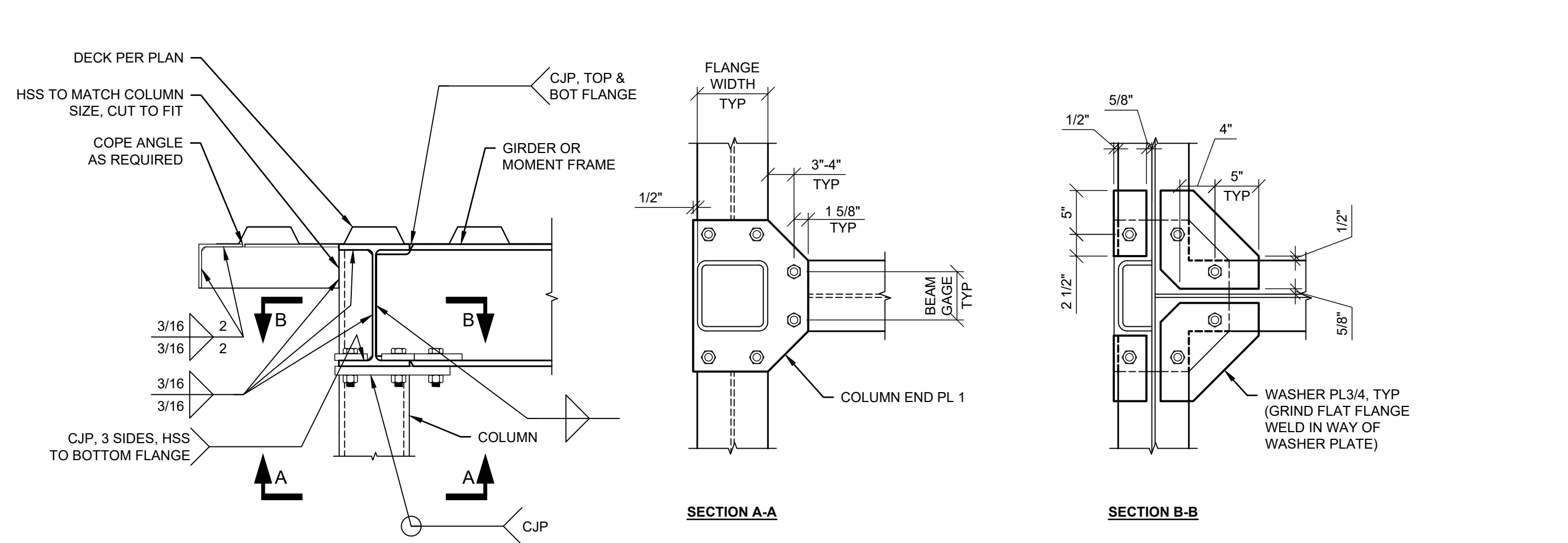
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PUBLIC WORKS FACILITY MATERIAL BIN COVERS ELEVATIONS

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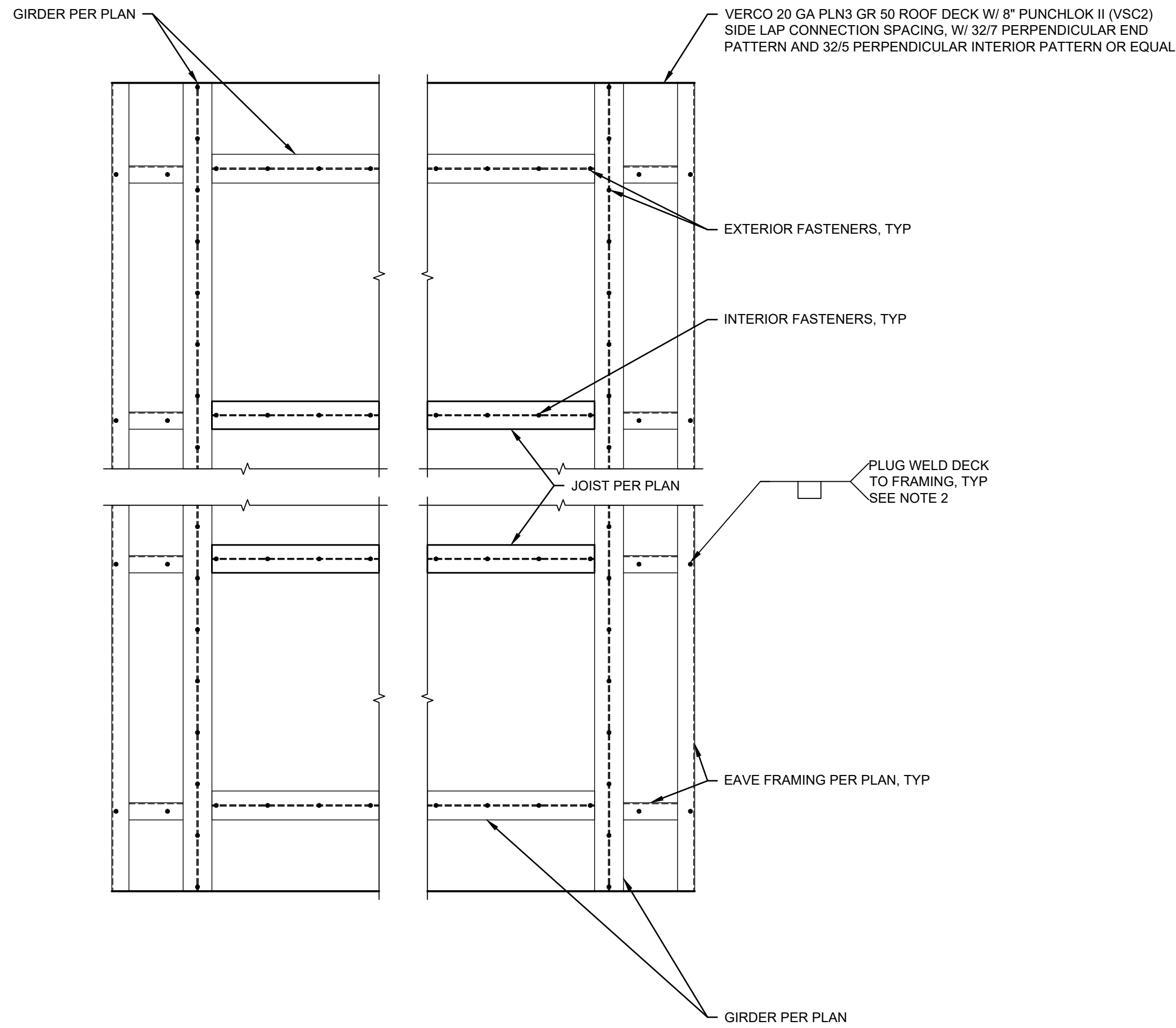
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DWG NAME: P24235_ELEVS.DWG
SHEET S201 OF 12



6 JOIST SHEAR CONNECTION WITH EVE OUTRIGGER

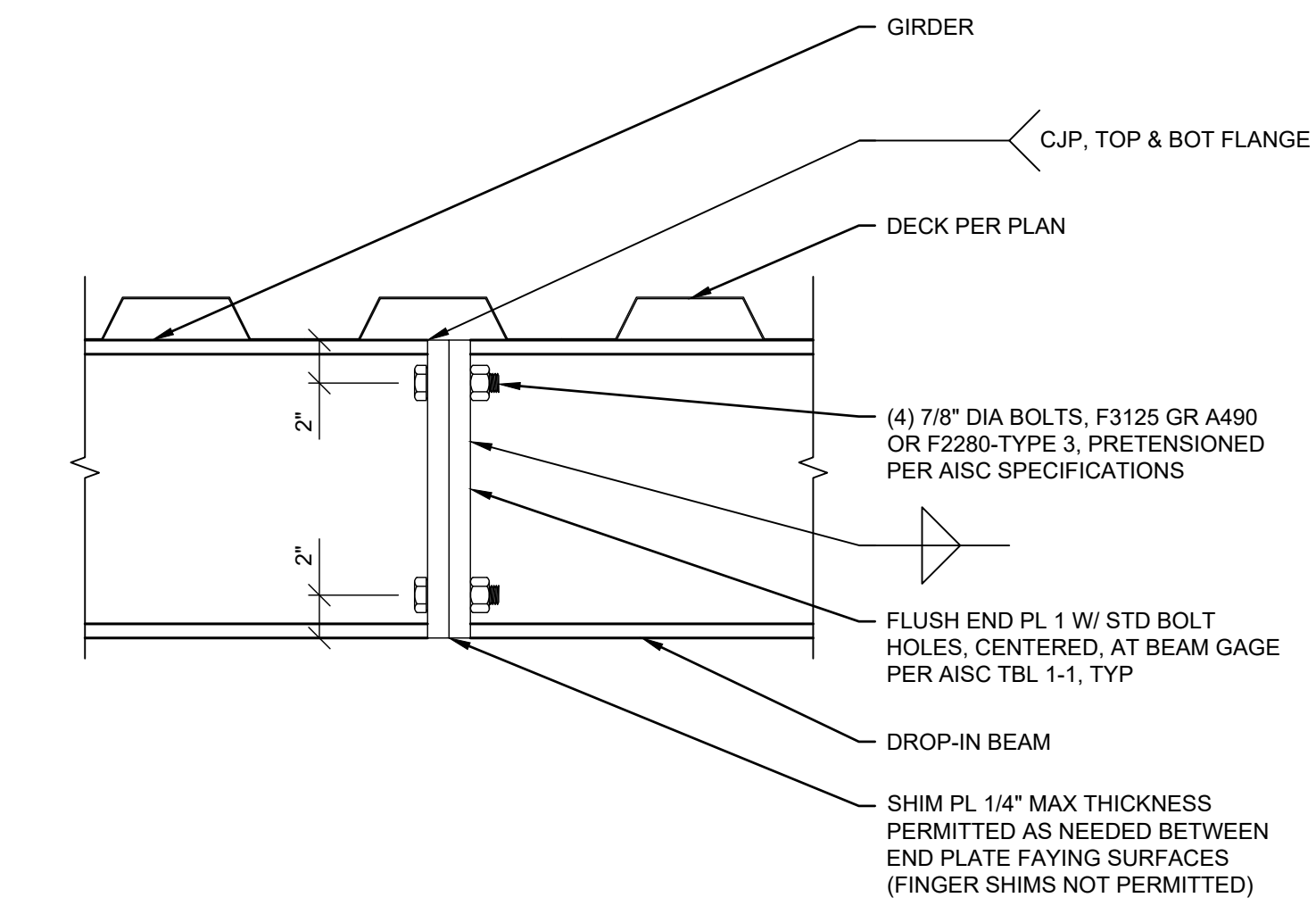
S301 Scale: 1" = 1'-0"

- NOTES:**
1. FASTENING IS PERMITTED TO BE APPLIED OFF-CENTER FROM THE SUPPORTING FRAMING.
 2. FASTENERS TO DECK FRAMING TO BE HILTI X-ENP-19 PAF OR EQUAL. IN LIEU OF FASTENERS, PLUG WELDING IS PERMITTED AT THE SAME FASTENER PATTERN INDICATED.
 3. EXTERIOR FASTENER PATTERN SHALL BE APPLIED TO GIRDER/MOMENT FRAME BEAMS. INTERIOR FASTENER PATTERN SHALL BE APPLIED TO JOISTS.



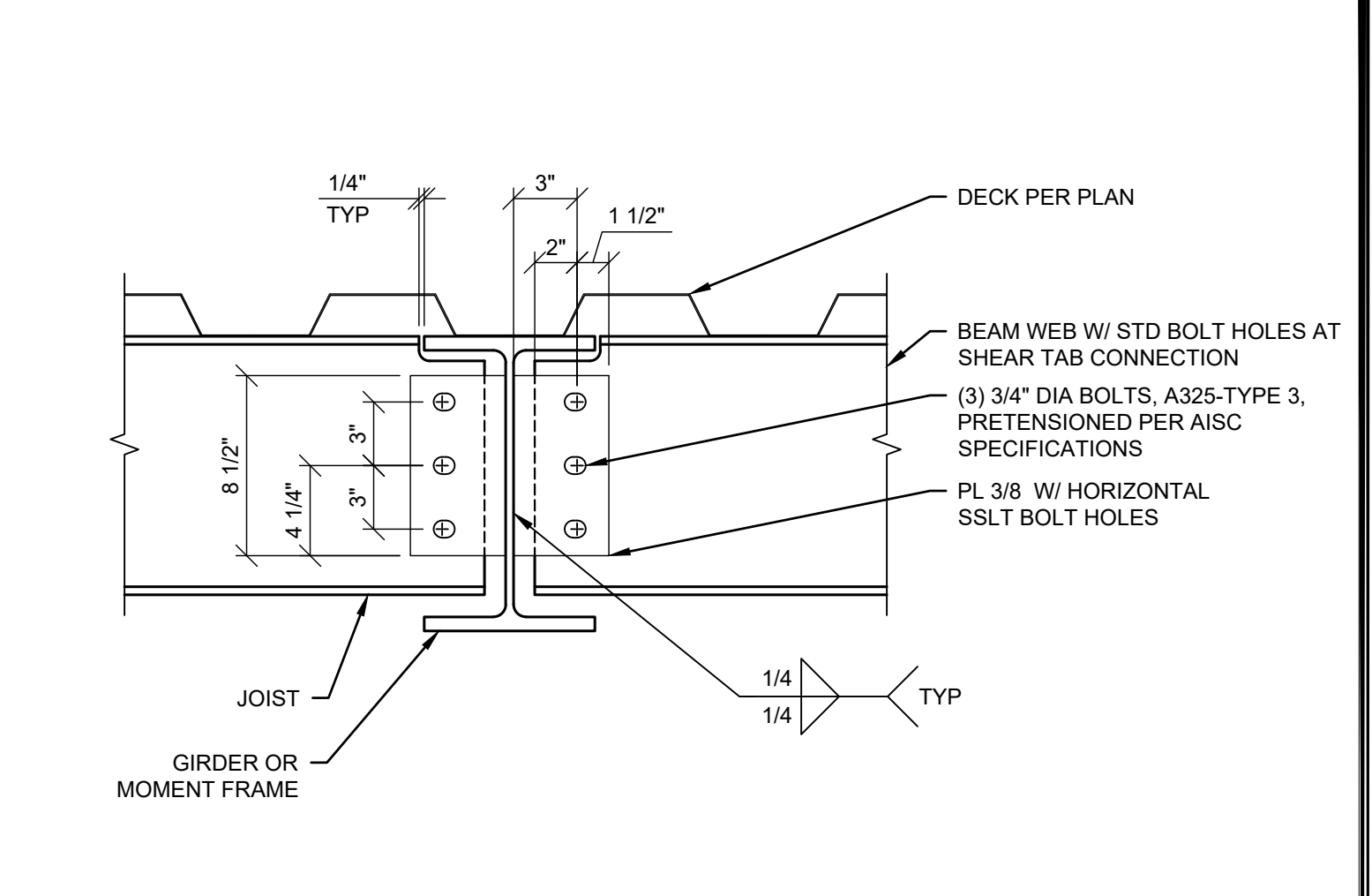
7 FORMED METAL DECK

S301 Scale: 1/2" = 1'-0"



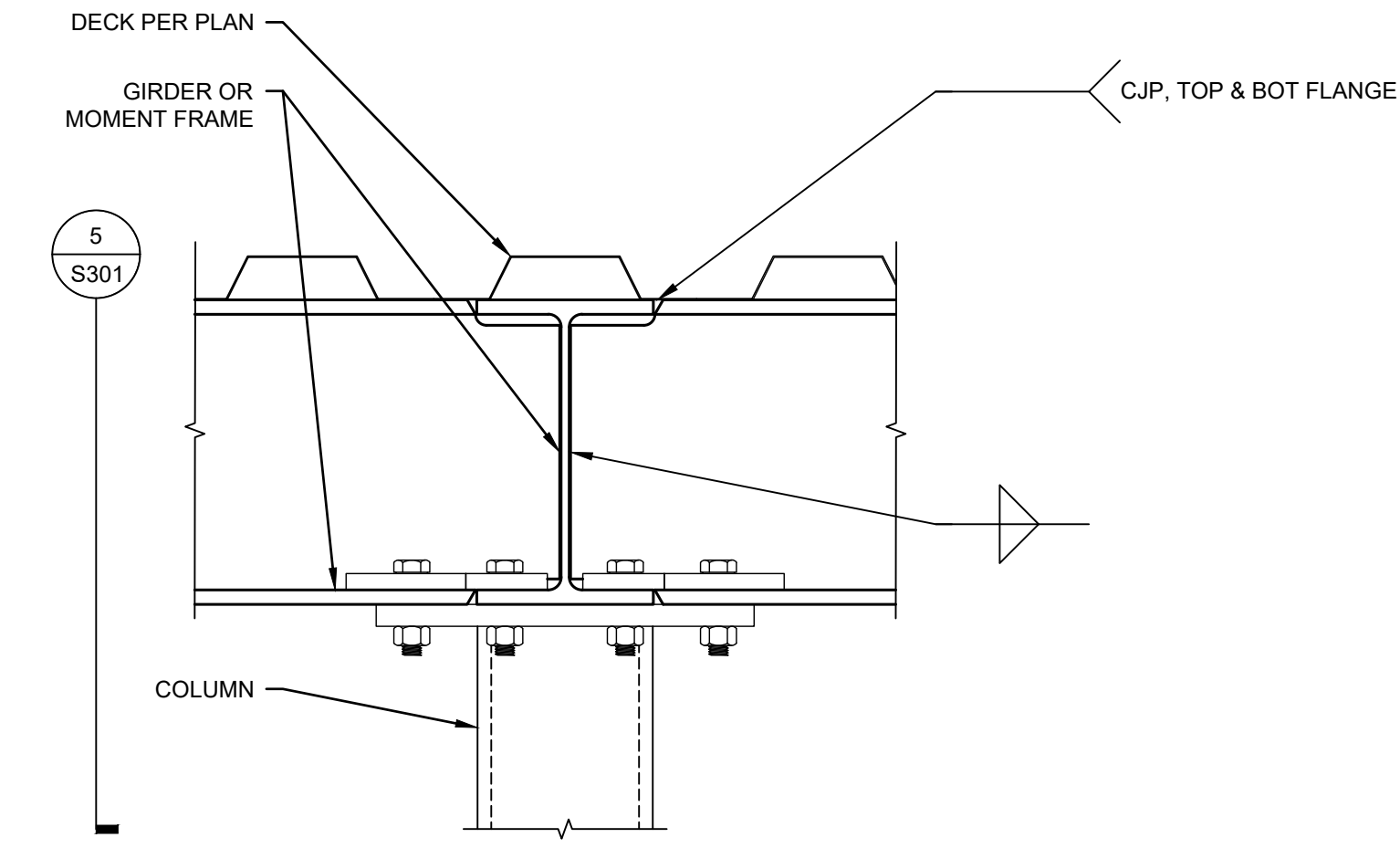
3 OUTRIGGER/DROP-IN BEAM FLUSH END PLATE CONNECTION

S301 Scale: 1-1/2" = 1'-0"



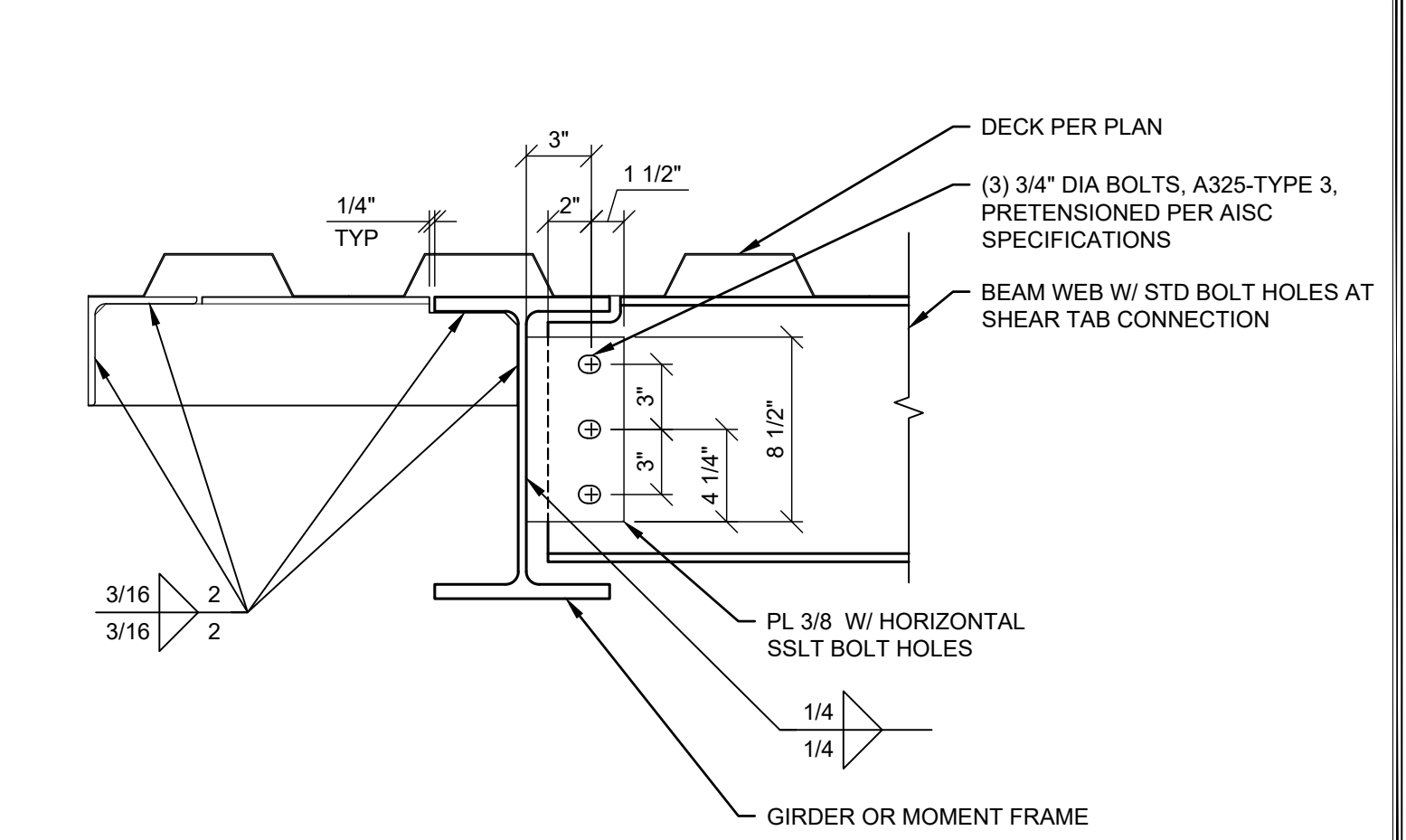
1 JOIST SHEAR CONNECTION

S301 Scale: 1-1/2" = 1'-0"



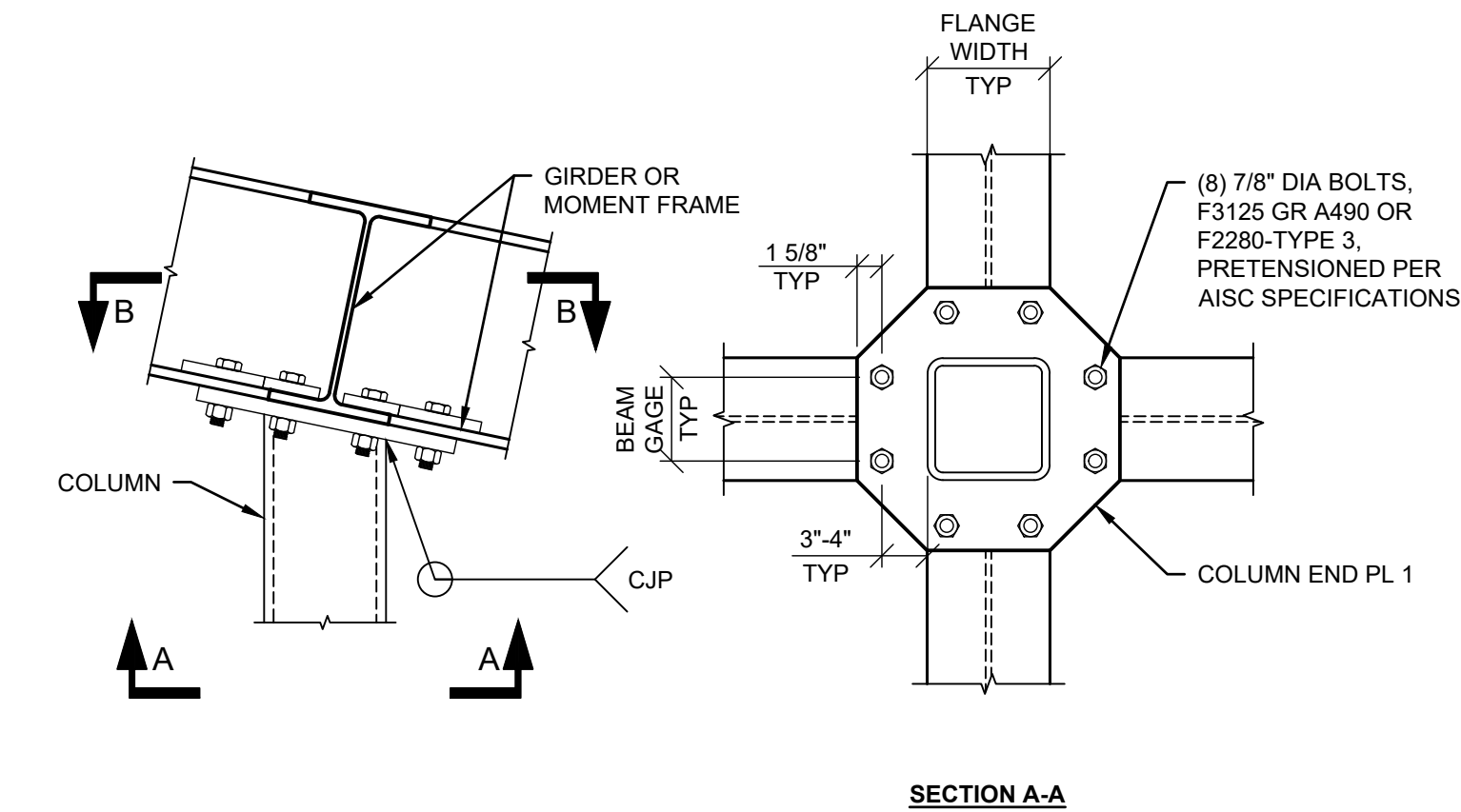
4 DOUBLE-SIDED OUTRIGGER GIRDER CONNECTION

S301 Scale: 1-1/2" = 1'-0"



2 JOIST SHEAR CONNECTION WITH EVE OUTRIGGER

S301 Scale: 1-1/2" = 1'-0"



5 BEAM-COLUMN MOMENT FRAME CONNECTION

S301 Scale: 1" = 1'-0"

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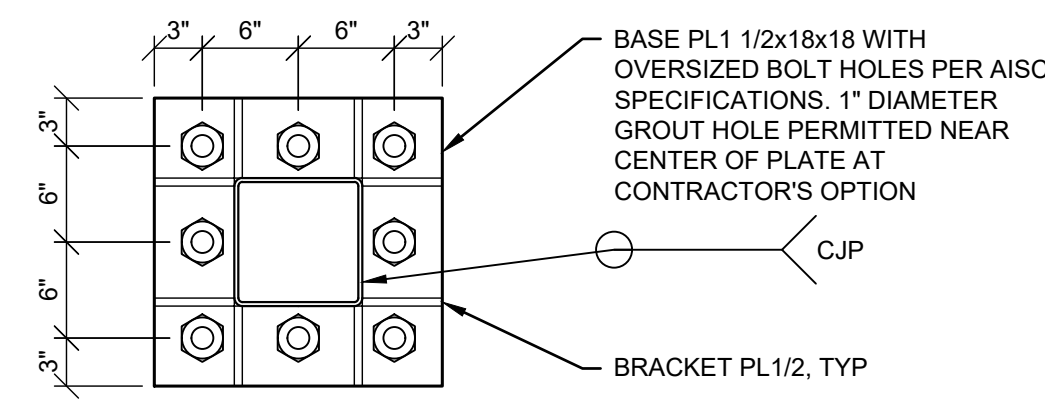
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CANOPY SECTIONS AND DETAILS

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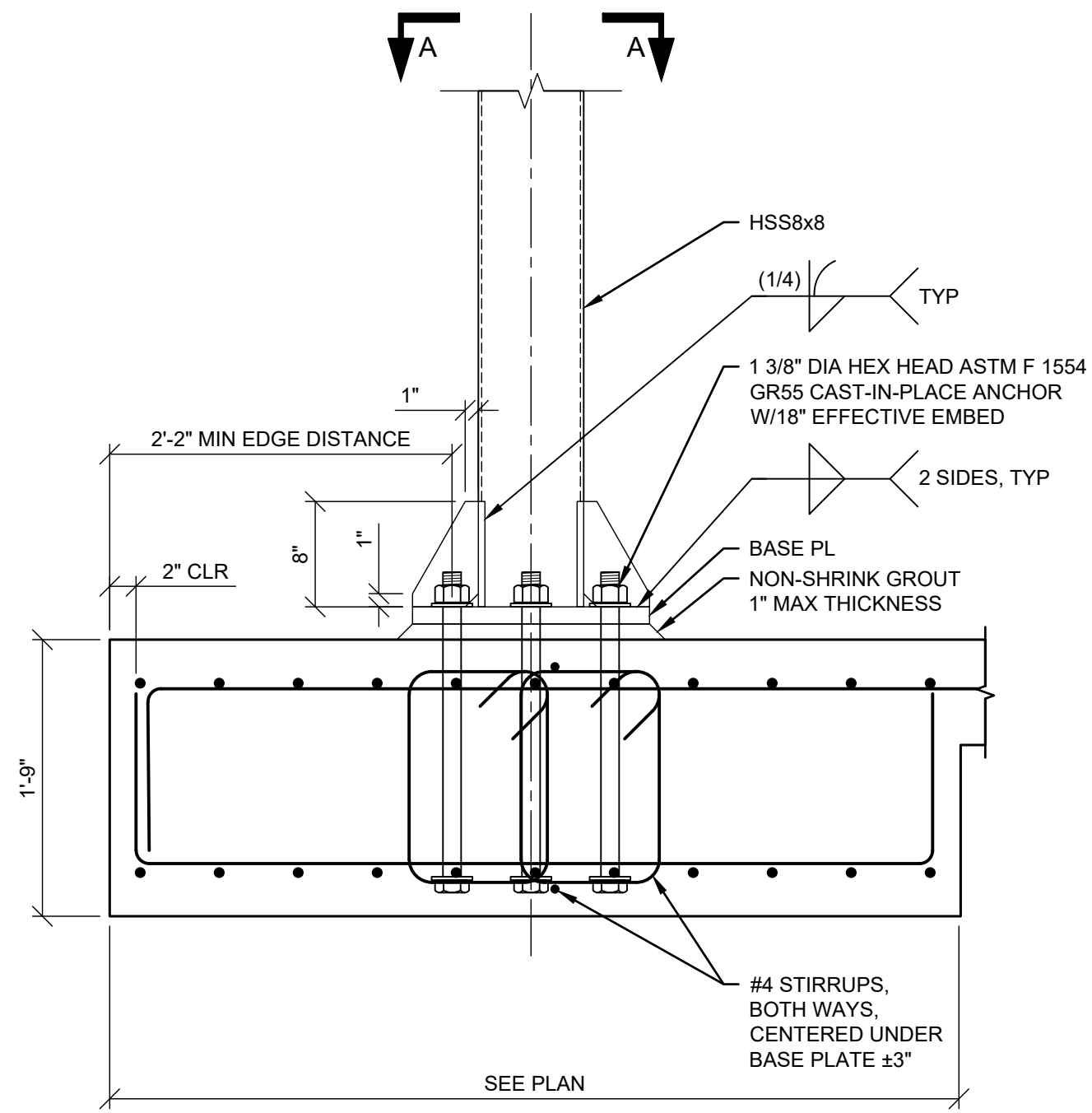
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SHEET S301 OF 12

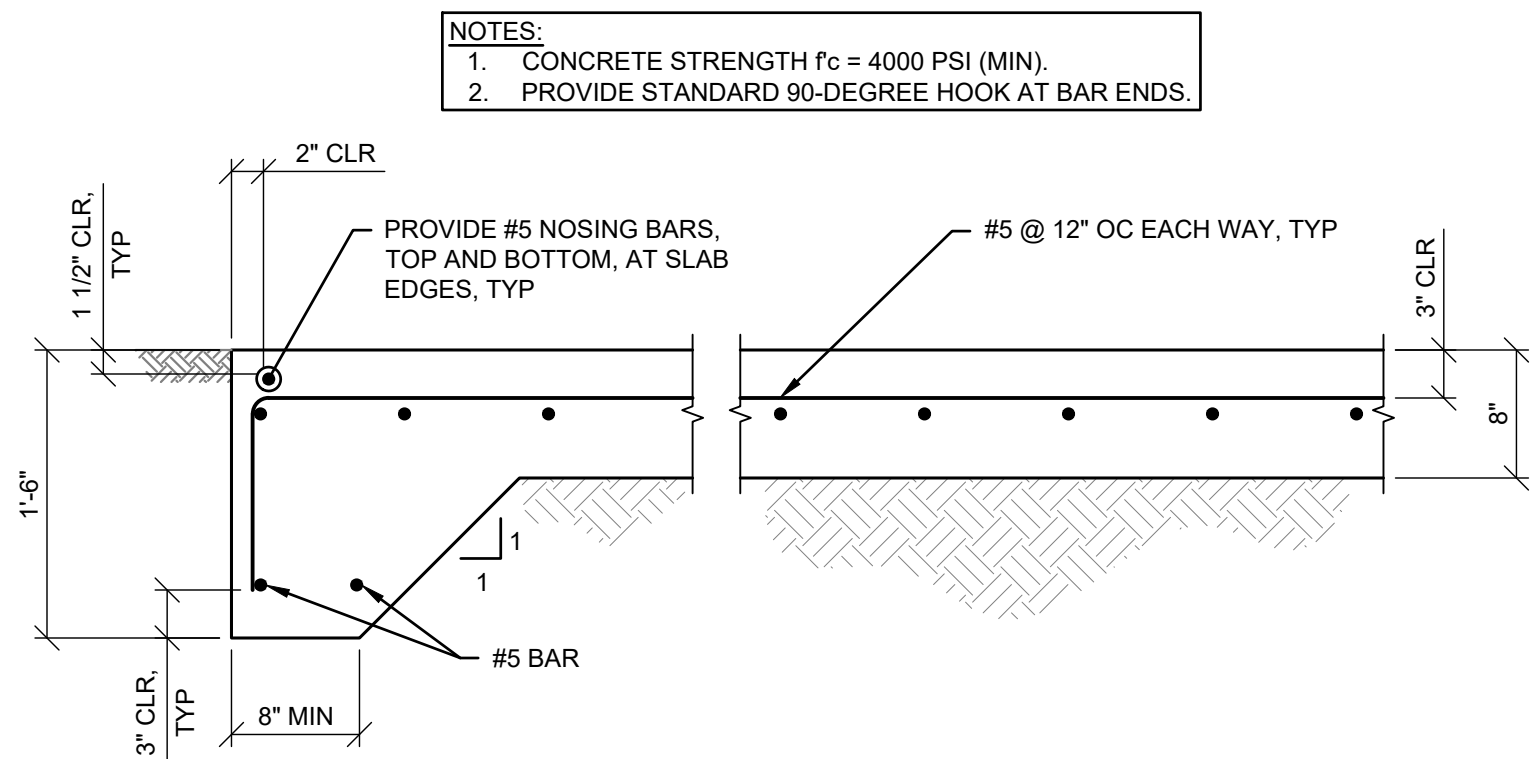




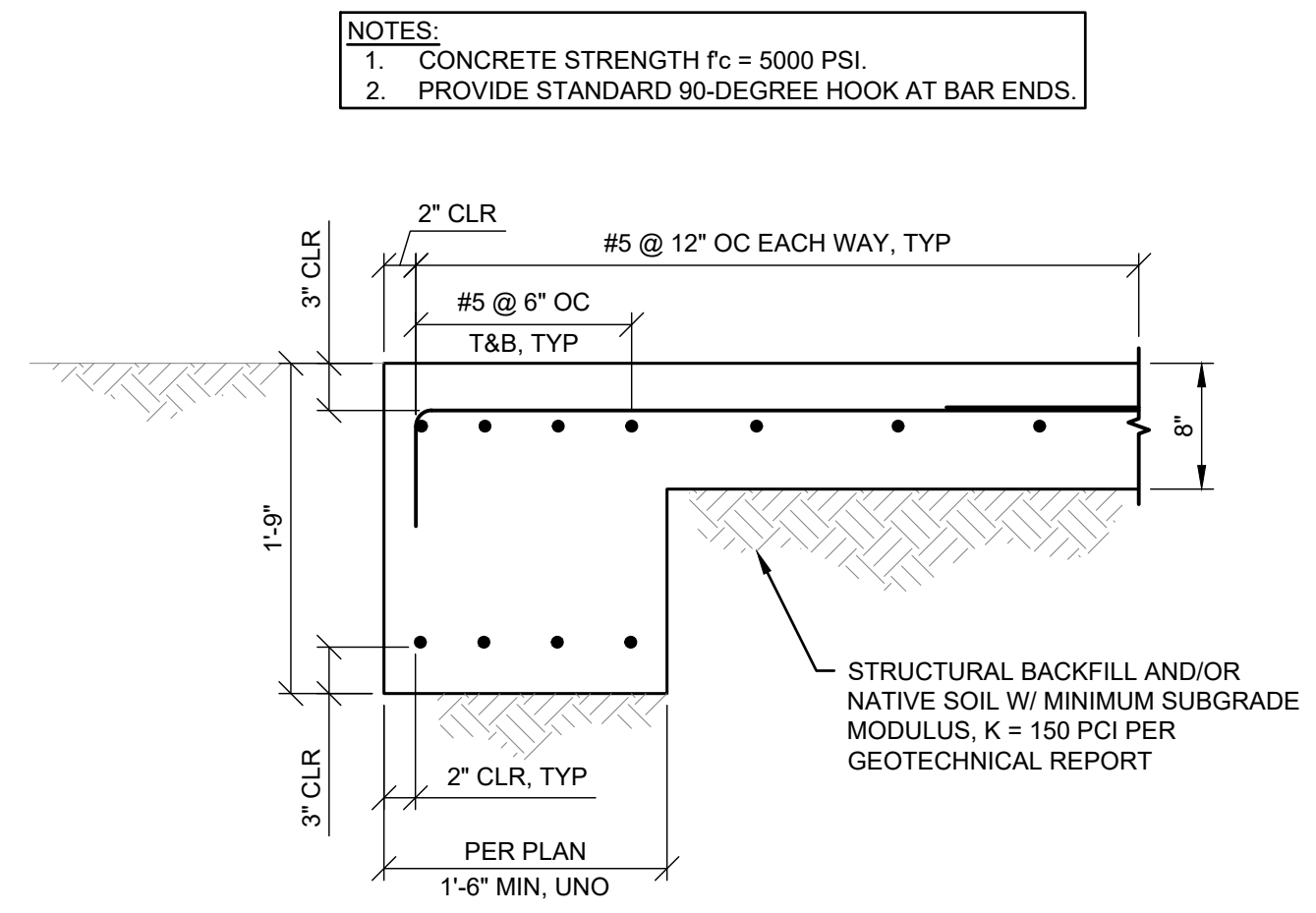
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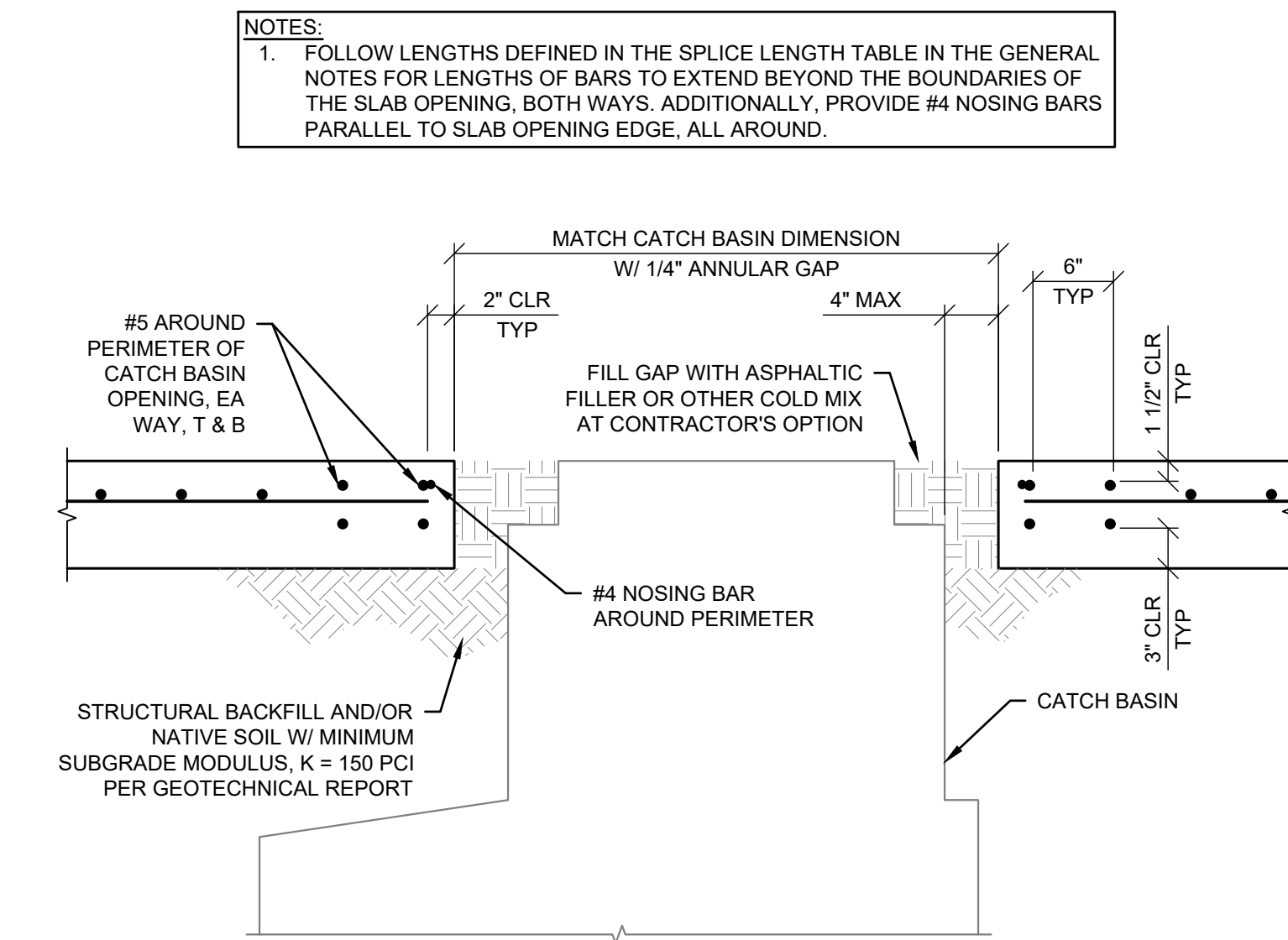
5 CANOPY BASE PLATE AND ANCHORAGE
Scale: 1" = 1'-0"



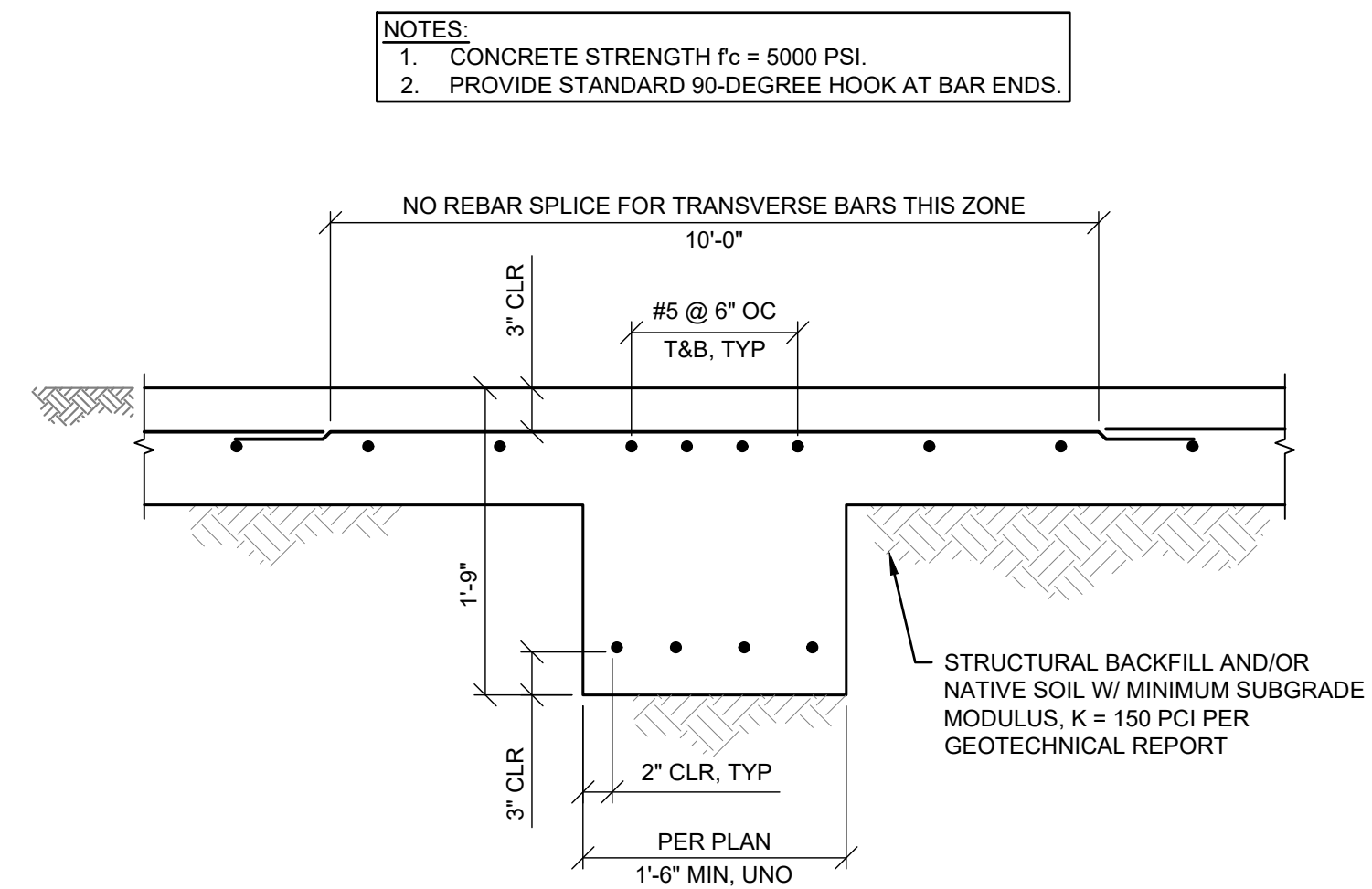
3 MIDDLE FOUNDATION
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1 EDGE GRADE BEAM AND SLAB ON GRADE
Scale: 1" = 1'-0"



4 CATCH BASIN SLAB EDGING
Scale: 1" = 1'-0"



2 INNER GRADE BEAM AND SLAB ON GRADE
Scale: 1" = 1'-0"

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FOUNDATION SECTIONS AND DETAILS

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SCOTT DAWSON
STATE OF WASHINGTON
REGISTERED PROFESSIONAL ENGINEER
23031360

PACE PROJECT NO. 24235
DWG NAME: P24235_DET02.DWG
SHEET S302 OF 12

SECTION 5

GENERAL REQUIREMENTS

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INTRODUCTION TO THE SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(May 1, 2013 LFP GSP)

Project specific special provisions are labeled without a date as such:

(*****)

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT Manual M21 01, 2024 edition
- City of Lake Forest Park Development Standards/Municipal Code

Contractor shall obtain copies of these publications, at Contractor’s own expense.

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DIVISION 1

GENERAL REQUIREMENTS

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DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF THE WORK

(March 13, 1995 APWA/WSDOT GSP)

Supplement

This Contract provides for the improvement of City of Lake Forest Park Public Works Yard Material Storage Bins, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The project includes the relocation of material bin ecology blocks, demolition of the existing material bin concrete slabs and asphalt between the slabs, construction of two separate steel-framed roof structures over new concrete slabs and associated footings, installation of a new concrete slab between the two new material bins, re-establishment of the existing ecology blocks to establish the material storage bins, and installation of asphalt from the new concrete slab to the existing asphalt driveway. Additionally, 4-inch-diameter stormwater pipe will be installed for downspouts and connect to the existing conveyance system on site.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 APWA GSP)

Modification

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS**1-02.5 Proposal Forms**

(July 31, 2017 APWA GSP)

Replacement

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

(January 4, 2024 APWA GSP, Option B)

Supplement

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any DBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any DBE requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.13 Irregular Proposals

(January 4, 2024 APWA GSP)

Replacement

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;

- f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
 - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - g. If Proposal form entries are not made in ink.

1-02.15 Pre Award Information

(December 30, 2022 APWA GSP)

Modification

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,

4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-04 SCOPE OF THE WORK

1-04.6 Variation in Estimated Quantities

(December 30, 2022 APWA GSP, Option B)

Modification

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Authorized Representative, or fails to perform any part of the work required by the Contract Documents, the Authorized Representative may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Authorized Representative determines to be an emergency situation, the Authorized Representative may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Authorized Representative, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Authorized Representative from monies due, or to become due, the Contractor. Such direct and

indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

Replacement

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Authorized Representative and request the Authorized Representative establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Authorized Representative will schedule an inspection of the work with the Contractor to determine the status of completion. The Authorized Representative may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Authorized Representative concurs with the Contractor that the work is substantially complete and ready for its intended use, the Authorized Representative, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Authorized Representative does not consider the work substantially complete and ready for its intended use, the Authorized Representative will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Authorized Representative with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Authorized Representative establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Authorized Representative to schedule a final inspection. The Authorized Representative will set a date for final inspection. The Authorized Representative and the Contractor will then make a final inspection and the Authorized Representative will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The

Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Authorized Representative is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within seven (7) days after receipt of the written notice listing the deficiencies, the Authorized Representative may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Authorized Representative's right hereunder.

Upon correction of all deficiencies, the Authorized Representative will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

Add the following New Section.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

New

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

Add the following New Section.

1-05.17 Oral Agreements

(LFP GSP)

New

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Authorized Representative to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-08 PROSECUTION AND PROGRESS

Add the following new section.

1-08.0 Preliminary Matters

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

New

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Authorized Representative and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

New

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m.

and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.4 Notice to Proceed

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Replacement

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

(December 30, 2022 APWA GSP, Option A)

Modification

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification

- e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option B)

Modification

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account

(December 30, 2022 APWA GSP)

Supplement

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All

such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by the Engineer.

1-09.7 Mobilization

(LFP GSP)

Supplement

This section is supplemented with the following:

Mobilization shall include, but not be limited to, the following items: the movement of the Contractor's personnel, equipment, supplies, and incidentals to the project site; the establishment of their office, buildings, and other facilities necessary for work on the project; providing sanitary facilities for the Contractor's personnel; obtaining permits or licenses required to complete the project not furnished by the City; and other work and operations which must be performed or costs that must be incurred.

For the purposes of this Contract, all costs for mobilization shall be included in the various bid items and no additional payments will be made.

1-09.13 Claims Resolution

1-09.13(3) Claims \$250,000 or Less

1-09.13(3)A Administration of Arbitration

(January 19, 2022 APWA GSP)

Modification

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

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SECTION 6

CSI SPECIFICATIONS

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DIVISION 1

GENERAL REQUIREMENTS

01 22 13	Unit Price Measurement
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01 31 13	Project Coordination
01 40 00	Quality Requirements
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01 77 00	Closeout Procedures

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SECTION 01 22 13
UNIT PRICE MEASUREMENT

PART 1 – GENERAL

1.01 General

- A. No separate or additional measurement and payment will be made for any work done under Division 1 General Construction Provisions but shall be considered incidental to the work and shall be included in the various unit price or lump sum bid items, as applicable.

1.02 Computations of Quantities

A. Measurements of Area

Units of square foot, square yard, or acre shall be measured in place in the horizontal plane. No adjustments shall be made in the area for the slope, uneven contours, overlap of materials, penetrations, anchor trenches, repairs or wasted materials. If an area that is to be measured exceeds 10,000 square feet, the area shall be surveyed as described in the Specifications. All quantities shall be measurements to the lines shown on the Drawings unless otherwise specified. All measurements and computations of quantities will be made by the Engineer.

B. Measurements of Volume

Computations for the volume of prisms in cubic feet or cubic yards shall be by the method of average end areas. All quantities shall be measured to the lines and grades shown on the Drawings unless otherwise specified. All measurements and computations of quantities will be made by the Engineer.

C. Measurements of Weight

Weight quantities, such as pounds or tons, shall be measured by certified scale and recorded on a weight ticket. The weight ticket must be from a certified scale in accordance with the Standard Specifications Section 1-09.2(1). Adjustments may be made for wasting of material, or for using material in applications other than described in the Contract Documents. Measurement will be made only within any limits shown on the Contract Drawings.

D. Measurements of Length

Linear quantities, such as linear feet for piping systems, shall be measured in the horizontal plane along the pipe alignment and shall include the length through the elbows, tees, and fittings. The number of the linear quantity will be measured from the center of manhole to the center of manhole and to the pay limits as shown on the Drawings. No adjustments will be made in the length for the slope, uneven contours, overlap of materials, repairs or wasted material. All measurements and computations of quantities will be made by the Engineer.

1.03 Measurement

- A. The unit or lump sum contract prices shall constitute full payment for furnishing all labor, equipment, materials, permits and agreements, overhead and profit and

- performing all operations required to complete the work as defined in the Contract Documents. Notwithstanding the omission or mention of any incidental work, the contract price and payment shall also constitute full compensation for all work incidental to completion of the item, unless such work is otherwise specifically mentioned for separate payment under another bid item.
- B. All measurements and computations will be made by the Engineer or Owner's Representative. The Contractor may perform quantity surveys for comparison. If there is a discrepancy where the measured quantity cannot be agreed upon, the Engineer or Owner's Representative measurements will be used.
- C. When any vehicle delivers to the project materials which have the unit designation of weight, the driver of the vehicle shall give the Owner's representative a legible weight ticket with the following information:
1. Vehicle identification number;
 2. The date and time the load was weighed;
 3. The tare weight of the vehicle for each day;
 4. The gross weight of the loaded vehicle as registered on the scale; and
 5. The legal gross weight of the vehicle as permitted by the Washington State Department of Transportation.
- D. The terms "construct, install, erect, place, provide and prepare" shall mean that the pay item is complete and in place.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 22 13

SECTION 01 22 16
UNIT PRICE PAYMENT

PART 1 – GENERAL

1.01 Final Pay Quantity

- A. Final Pay Quantity: When the estimated quantities for a specific portion of the work are designated on the Plans or in the Contract Documents as final pay quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made.
- B. The estimated quantities for such specific portion of the work shall be considered as approximate only and no guarantee is made that the estimated quantities equal quantities that can be determined by computations, based on the details and dimensions shown on the Plans. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.
- C. Change to the final quantities will be made only if the dimensions of said portions of the work shown on the Plans are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions.
- D. When portions of an item have been designated as final pay quantities in the contract documents, those portions that are not so designated will be measured and paid for in accordance with the applicable provisions of these Specifications and the Special Provisions.

PART 2 – PRODUCTS

2.01 Bid Item Descriptions

- A. Bid Item #1: Minor Changes – Force Account

Measurement and Payment for this item shall be per Force Account.

For the purposes of bidding equality, the Contracting Agency has furnished an estimated quantity for this item of work. Payment will be made only for the actual amount of work performed as authorized and deemed necessary by the Engineer.

- B. Bid Item #2: Construction Surveying

Measurement and Payment for this item shall be per Lump Sum.

The lump sum price “Construction Surveying” shall be full compensation for the cost of all labor, equipment, materials, mobilization, and supervision utilized to perform the work specified including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, coordination efforts, and Record Drawings.

C. Bid Item #3: SPCC Plan

Measurement and Payment for this item shall be per Lump Sum.

The lump sum price for SPCC Plan shall be full compensation for all costs associated with creating and updating the accepted SPCC Plan, and all costs associated with the setup of prevention measures and for implementing the current SPCC Plan as required by this Specification.

D. Bid Item #4: Trimming and Cleanup

Measurement and payment for this item shall be per lump sum.

The completed work described in these contract documents and in accordance with all applicable codes, ordinances and laws shall constitute the lump sum work for this item as listed in the proposal. The lump sum price bid for this item shall be full compensation for all labor and materials to clean and return the site to its pre-construction state including topsoil and seeding in vegetated areas.

E. Bid Item #5: Remove and Reset Ultra-Block Bin Walls

Measurement and payment for this item shall be per lump sum.

The lump sum price for remove and reset ultra-block walls shall be full compensation for furnishing all materials, labor, tools, mobilization, and equipment necessary to remove the ultra-block walls, transport, store in an owner approved on-site location, providing new block shapes to accommodate the structural members, reassembly of the wall after completion of the concrete slabs.

F. Bid Item #6: Adjustment of Utility Cover

Measurement and payment for this item shall be per each.

The unit contract price per each of "Adjustment of Utility Cover" shall be as full compensation for all work to adjust valve boxes, frames and grates and lids of franchise or public utilities within the area to receive HMA or concrete, including removal, marking offsets to reset, cleaning, and installation.

G. Bid Item #7: HMA Cl. 1/2" PG 58-22

Measurement and payment for this item shall be per ton.

The unit contract price per ton for "HMA Cl. 1/2" PG 58-22" shall be full compensation for furnishing all material, labor, tools, mobilization, and equipment necessary to install the HMA in the areas and to the depth as shown on the Contract Plans.

H. Bid Item #8: PVC Storm Drain Pipe, 4-Inch Diam.

Measurement and payment for this bid item shall be per lineal foot.

The lump sum price per lineal foot for PVC Storm Drain Pipe, 4-Inch Diam. shall be full compensation for all work for the complete installation, including mobilization, all wyes, tees, special fitting, joint material, pipe, dewatering, removal and disposal of excavated material, removal and disposal of existing pavement, removal and disposal of existing pipe, furnishing and placing crushed surfacing top course for trench backfill, compaction, cleaning and testing necessary for the completion of the installation to the required lines and grades.

I. Bid Item #9: Connection to Drainage Structure.

Measurement and payment for this bid item shall be per each.

The unit contract price per each for "Connection to Drainage Structure" shall be full compensation for all work and materials for each connection.

J. Bid Item #10: Erosion Control and Water Pollution Control

Measurement for this item shall be per lump sum.

The lump sum price for erosion and sediment control shall constitute full compensation for providing all labor, materials, mobilization, supplies, equipment, and tools necessary to complete all items of work in accordance with these specifications and applicable drawings. This item includes but is not necessarily limited to: Provision, installation, and maintenance of catch basin protective devices (inserts), straw wattles, gutter line filter bags to prevent sediment transport, installation maintenance and removal of temporary culverts, daily maintenance and cleaning of roadways and rerouting of surface drainage as necessary to prevent sediment inflow into the storm system. The lump sum price shall also cover removal and disposal of the temporary erosion and sedimentation control facilities and restoration of the area upon completion of the project. Restoration to include mulching and hay cover of disturbed areas. This work shall be performed as requested and required by the District and all other applicable jurisdictions.

K. Bid Item #11: Foundations

Measurement and payment for this bid item shall be per lump sum.

The lump sum price bid for foundations constitutes full compensation for all labor, material, mobilization, supplies and equipment necessary to complete this item in accordance with drawings and specifications. Work shall include but not be limited to sawcutting, excavation, removing and disposing of excavated material, concrete formwork, structural reinforcement, and providing submittals on materials for approval by the Engineer.

L. Bid Item #12: Structural Framing and Roof

Measurement and payment for this bid item shall be per lump sum.

The lump sum (LS) price bid for structural framing and roof as shown on the contract drawings shall be full compensation for, but not limited to, the following:

1. Mobilization.
2. Provide and install all fasteners, columns, beams, side walls, and roofing.
3. Gutter and downspouts.
4. Building construction shall meet all State and local building codes.
5. Provide submittals on all materials for approval by the Engineer.

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 22 16

SECTION 01 31 13
PROJECT COORDINATION

PART 1 – GENERAL

- 1.01 Related Requirements Specified Elsewhere
- A. Section 01 11 00 – Summary of Work
 - B. Section 01 31 19 – Project Meetings
 - C. Section 01 45 23 – Testing and Inspection Services
- 1.02 Policy In Practice
- A. Engineer is the Owner’s Advisor and Consultant:
 - 1. Inspection and Testing Laboratories are to furnish data and guidance only and make no decisions involving changes in the contract.
 - 2. All job-related problems shall be handled through the Resident Engineer or Inspector.
 - B. Owner’s desires and instructions are to be channeled through the Engineer regarding all phases of the Contract.
 - C. Contract related communication from Contractor shall be handled through the Engineer.
 - D. Coordination of all subcontractors is the responsibility of the Contractor.
 - E. Documents of the Contract are directed to the Contractor and not to the subcontractors involved.
 - F. The Contractor is solely responsible for construction methods and the results thereof regardless of any advice, information, methodology, or scheduling unless such advice, methodology, or scheduling is written into the Contract or given in writing by the Engineer or the Owner.
- 1.03 Coordination of Trades and Subcontractors
- A. Coordination is the responsibility of the Contractor. They shall assure coordination with suppliers, mechanical and electrical contractors, and all trades to the end that:
 - 1. All necessary equipment, work, and structures are scheduled, installed, and tested in proper sequence.
 - 2. The Contractor shall assure that electrical and mechanical equipment, wiring and control equipment, piping and plumbing, grading and all problems of supply, installation, and scheduling are coordinated and that the relations of all elements are carried out in an orderly manner in accordance with the Contract.
 - 3. Contractor shall coordinate all suppliers of equipment, controls, and electrical supplies before submittal of shop drawings.
- 1.04 Coordination Of Utilities
- A. Contractor shall schedule and supply utilities as required in the Contract.

1.05 Private Agencies

- A. Contractor shall coordinate their schedule and activities with the Owner and the Engineer as the necessity arises and as required by the Contract:

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 31 13

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 Workmanship

- A. All Work shall be done by competent craftsmen skilled in the specific Work and trade involved. Materials and equipment shall be installed in a neat and workman like manner following the best practice of the trade.
- B. All Work performed by the Contractor which is, in the opinion of the Engineer, below normal accepted standards of workmanship for each trade involved shall be remade to the satisfaction of the Engineer, at no additional cost to the Commission.

1.02 Material Inspection Control

- A. The Contractor shall keep daily tabulations on all quantities used on the Project and such tabulation shall be available to the Engineer at all times to provide a basis for inspection and payment controls. Where various measurable materials are incorporated into the items that are paid for on a unit or lump sum basis, the Engineer will require the Contractor to provide documentation of the various quantities involved prior to payment.

1.03 Inspections of Work

- A. The Contractor shall notify all appropriate governing authorities at proper stages of construction to obtain required inspections, testing, approvals, etc., regardless of inspections conducted by the Engineer. The Contractor shall notify the Engineer of all scheduled inspections, tests, etc. a minimum of 24 hours in advance to allow the Engineer to be present for such inspections
- B. The Engineer will conduct regular and frequent inspections of all materials and completed Work. The Contractor shall keep the Engineer apprised of construction progress and current activities to allow proper scheduling of inspections of each completed phase of the Work.

1.04 Manufacturers' Instructions

- A. Comply with all product and material manufacturer's instructions for preparation and installation. Should instructions conflict with the Contract documents, request clarification from the Engineer prior to proceeding.

1.05 Manufacturers' Certifications

- A. When required by individual specification Sections submit manufacturer's certificate indicating that products meet or exceed specified requirements.

1.06 Field Measurements

- A. The Contractor shall field verify all measurements, dimensions, and elevations prior to the start of Work. The Engineer shall be promptly notified of any discrepancies between the plans and existing conditions prior to proceeding with the Work.

1.07 Defective Work

- A. The Contractor shall remove and replace or correct any Work which has been found to be defective or not in compliance with Contract requirements, at no additional cost to the Commission.
- B. Do not proceed with other Work related to or affected by the defective Work until the defective Work has been corrected to the satisfaction of the Engineer.

1.08 Testing and Inspections

- A. Tests and inspections required by codes, ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and paid by the Contractor, unless otherwise provided in the Contract documents.

Tests and inspections performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

- B. Neither the observations of the Commission in the administration of the contract, nor inspections, tests, or approvals by persons other than the Contractor, shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract documents.
- C. When inspection and testing by the Commission or an independent agency is called for in the specifications, the Contractor shall afford access and reasonable time in the construction sequence for such tests and inspections to be performed. The Contractor shall cooperate with the agencies and provide incidental labor and services necessary for removal and delivery of test Samples, and for the inspections and taking of measurements. Provide any necessary patching and restoration where test Samples have been removed.

PART 2 – PRODUCTS (NOT USED)**PART 3 – EXECUTION (NOT USED)**

END OF SECTION 01 40 00

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 Permits, Codes, and Regulations

- A. The Contractor shall obtain and pay all fees for any/all licenses, permits, inspections, and approvals required by laws, ordinances, and rules of appropriate governing/approving agencies necessary for proper completion of the Work.
- B. All Work shall conform to current applicable codes, regulations and standards, which shall be regarded as the minimum standard of quality for material and workmanship. The Contractor shall provide all labor, materials and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in the Drawings or specifications. The Contractor shall be familiar with all applicable codes and standards prior to bidding.

1.02 Variations with Codes, Regulations, and Standards

- A. Nothing in the Drawings and specifications shall be construed as permitting Work not conforming to codes, permits or regulations. The Contractor shall promptly submit written notice to the Engineer of any observed variations or discrepancies between the Contract documents and governing codes and regulations.
- B. Appropriate modifications to the Contract documents will be made by Contract Change Order to incorporate changes to the Work resulting from code and/or regulatory requirements. The Contractor assumes responsibility for all Work contrary to such requirements if Work proceeds without notice.
- C. The Contractor shall not be relieved from complying with any requirements of these Contract documents which may exceed, but not conflict with requirements of governing codes.

1.03 Coordination with Regulatory Agencies

- A. The Contractor shall be responsible for coordination of the Work with all appropriate governing/regulating authorities and/or agencies.
- B. The Contractor shall provide advance notification to all proper officials of the Project schedule and any schedule revisions necessary throughout the Project duration, in order to allow proper scheduling of inspection visits by said authorities at proper stages of Work completion.
- C. Regulation coordination shall be aside from any and all inspections conducted by the Engineer. The Contractor shall notify the Engineer of any/all scheduled inspections involving outside regulating officials, so as to allow the Engineer to be present for these inspections.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 41 00

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

1.01 Description

- A. Work Included: Provide protection of the environment during the construction of the project to reduce soil erosion and siltation to the lowest reasonably achievable level. Provide protection of wetlands, stream buffers, bed and bank areas outside of work limits.

1.02 General

- A. Exercise every reasonable precaution, throughout the life of the project, to prevent the eroding of soil and the silting of rivers, streams, lakes, reservoirs, other water impoundments, ground or roadway surfaces, or other property. Erosion control practices to be used for this project are shown on the drawings and are to conform to Department of Health and Ecology regulations.
- B. Contractor shall comply with the requirements of the NPDES General Permit for stormwater-associated with construction activities and the Stormwater Pollution Prevention Plan for the project.

PART 2 – PRODUCTS

2.01 General

- A. Erosion control products shall comply with State and Local MS4 standards.
- B. Contractor shall provide submittals for each erosion control device / product for review and approval prior to ordering and installation.

PART 3 – EXECUTION

3.01 General

- A. Construct and maintain all erosion control measures until the substantial completion of the project.

3.02 Maintenance

- A. Place all erosion control devices or measures prior to any land disturbing activity within the drainage area they are located.
- B. Periodically check erosion control devices and clean or otherwise remove silt build-up as necessary to maintain them in proper working order.

3.03 Removal

- A. Remove temporary structures after protected areas have been stabilized when authorized by the Engineer.

3.04 Inspection

- A. Contractor shall be in accordance with the approved Stormwater Pollution Prevention Plan for the project.

END OF SECTION 01 57 13

SECTION 01 66 00**MATERIALS STORAGE, HANDLING, AND PROTECTION****PART 1 – GENERAL**

1.01 Scope

- A. The work under this section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.02 Delivery and Handling

- A. All materials shall be handled carefully and in such a manner as to preserve their quality. Materials damaged during delivery or handling shall not be used without approval from the Owner. Contractor shall also comply with any manufacturer-specific delivery and handling requirements.

1.03 Storage And Protection

A. Storage

1. The Contractor is responsible for obtaining any material storage site that is required. Storage of materials on the project site is subject to the approval of the Owner within the project limits and approved easements.
2. Maintain ample way for foot traffic at all times, except as otherwise approved by the Engineer.
3. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the Owner.
4. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
5. All materials shall meet the requirements of these specifications at the time that they are used in the work.
6. Store products in accordance with manufacturer's instructions.

B. Protection

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed work and materials of all other trades.
2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.
3. Substantially constructed weather tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the Site which may require protection from damage by the elements.

- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the Engineer and at no additional cost to the Owner.
- D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending between supports. Items such as pipe, structural steel and sheet construction products shall be stored with one end elevated to facilitate drainage.
- E. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.04 Extended Storage

- A. In the event that certain items of major equipment such as air compressors, pumps and mechanical aerators have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Engineer and Owner. The Contractor shall provide all special packaging, protective coatings, power, nitrogen purge, desiccants, lubricants and exercising necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.

1.05 Owner Furnished Equipment

- A. The Contractor shall provide storage and protection for all Owner furnished equipment and materials, including extended storage as specified above.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 66 00

SECTION 01 71 13
MOBILIZATION AND DEMOBILIZATION

PART 1 – GENERAL

- 1.01 Section Includes
- A. Mobilization and demobilization requirements.
- 1.02 References
- A. American Public Works Association.
 - 1. APWA Plan 412: Invert Cover
- 1.03 Definitions
- A. Mobilization includes bringing all necessary equipment to the site to do the Work. It includes all labor, materials, and equipment to set up temporary offices, buildings, facilities, signs, and utilities.
 - B. Demobilization includes removing all construction equipment and debris so site is left clean.
- 1.04 Temporary Facilities
- A. Field Office: CONTRACTOR's choice.
 - B. Utilities: Provide power, telephone, water, storm and sanitary facilities, and all other temporary utilities required.
 - C. Security and Protection: Construct and maintain temporary fencing for the protection of materials, tools, and equipment. Obtain prior approval for all fence locations.
 - D. Construction and Support: Set up and maintain in a neat and orderly manner temporary roads and paving, dewatering facilities, enclosures, identification signs and bulletin boards, waste disposal and temporary heat. Provide and maintain temporary all-weather pedestrian walkways and road detours.
 - E. Invert Cover: Install covers as shown in APWA Plan 412 or Drawings. Installation must be tight so no debris can by-pass the cover and enter the piping below.

PART 2 – PRODUCTS

- 2.01 Materials
- A. Temporary Materials: CONTRACTOR's choice.

PART 3 – EXECUTION

- 3.01 Installations
- A. Relocate and modify temporary facilities as required.
 - B. Install temporary utility service or connect to existing service.

- C. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access. Use of gasoline-burning, open flame, or salamander type heating units is prohibited.
- D. Use local standards and codes for erection of adequate fences and barricades. Maintain all signing, barricades, fencing, drainage, and other items as required to protect public and private property from damage caused by construction operations.
- E. Coordinate location of storage areas to avoid interference with drainage, traffic, or private property.
- F. Provide and maintain all temporary signage required by the Work.

3.02 Removals

- A. Completely remove temporary materials and equipment:
 - 1. When construction needs can be met because of permanent installation, and
 - 2. At completion of the Work.
- B. Clean or repair damage caused by installation or use of temporary facilities.
- C. Restore areas to original or to specified conditions at completion of the Work.

END OF SECTION 01 71 13

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 General

- A. It is intent of these contract documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

1.02 Cleanup

- A. Throughout the period of construction, the Contractor shall keep the work site free and clean of all rubbish and debris, and shall promptly remove from any portion of the site, or from property adjacent to the site of the work, all unused materials, surplus earth and debris, excepting select material which may be required for refilling or grading.
- B. Upon completion of the work, and prior to the final acceptance, the Contractor shall remove from the vicinity of the work all plant, surplus material and equipment belonging to him or used under his direction during construction.

1.03 Waste Disposal

- A. The Contractor shall be responsible to dispose of surplus material, waste products and debris. If arrangements are made to dispose of materials on private property, the Contractor shall obtain written permission from the property owner to disposal of any material.
- B. No separate or extra payment of any kind will be made for handling, hauling and disposal of any surplus materials, waste products, or debris, but shall be considered as incidental to the work, and shall be included in applicable unit price or lump sum bid items.

1.04 Releases from Private Citizens and Business Impacted by Hauling Operations

- A. Contractor shall provide written releases from all private citizens and businesses impacted by the hauling operation stating that existing claims for damages have been resolved.

1.05 Project Record Document

- A. The Contractor shall maintain at the site, available to the Owner and Engineer, one copy of the contract documents, drawings, shop drawings, change orders and other modifications in good order and marked to record all changes made during construction. These documents shall be delivered to the Engineer upon completion and prior to acceptance of the work. The set of contract drawings shall show any change in the final location of streets, sewers, driveways, alleys and relocated utilities included in the work. Marking of the drawings shall be kept current and be done at the time the material and equipment is installed. These drawings shall be presented monthly to the Engineer for review.

1.06 Touch-Up and Repair

- A. The Contractor shall touch-up or repair finished surfaces on structures, equipment, fixtures or installations that have been damaged prior to final acceptance. Surfaces on

which such touch-up or repair cannot be successfully accomplished shall be completely refinished or, in the case of hardware and similar small items, the item shall be replaced.

1.07 Cost

- A. All costs in conjunction with work performed under this section shall be considered incidental to the construction bid items and no separate or additional payment will be made.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 77 00

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DIVISION 2

EXISTING CONDITIONS

02 41 14 Pavement Removal

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SECTION 02 41 14
PAVEMENT REMOVAL

PART 1 – GENERAL

1.01 Section Includes

- A. Remove public works yard pavement/concrete under material storage bins as shown on the Contract Plans.

1.02 Measurement Procedures

- A. Double saw cutting required for pavement removal or T-patches will not be measured or paid for separately.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 Preparation

- A. Implement traffic control plan requirements.
- B. Coordinate utility locations, Section 01 31 13.
- C. Preserve all active utilities.
- D. Notify neighborhood at least 48 hours before day and time of operation.
- E. Mark existing utilities on redline drawings.

3.02 Protection

- A. Install Invert Covers, Section 01 71 13.
- B. Trees:
 - 1. Avoid or minimize damage to trees and tree roots.
 - 2. Provide certified arborist observation of root cuts larger than four (4) inches diameter. Roots provide anchorage, storage of energy, and absorption and conduction of water and mineral elements. Loss of root connection affects health and stability of tree and safety of people and property. Notify ENGINEER of such root cut.
- C. Existing Surfaces:
 - 1. Protect adjacent surfaces including concrete walls, planters, carriage walks, driveway approaches, rock walls, rock gardens concrete steps, sidewalks, and curb cut assemblies. Replace damaged facilities at no additional cost to City.
 - 2. Use rubber cleats or Pavement pads when operating backhoes, outriggers, track equipment, or any other equipment on or crossing paved surfaces.
 - 3. Restore paved surfaces that are damaged by removal operations at no additional cost to the CITY. Match the existing Pavement surface plus 1 inch.

- D. Environment:
1. Control dust, Section 01 57 00.
 2. Protect plant and animal habitat. Follow federal, state or local protection requirements.
- E. Repair or replace any damage at no additional cost to City.
- 3.03 Remove Portland Cement Concrete Pavement
- A. Cutting:
1. DO NOT use machine mounted impact hammers.
 2. Make concrete cuts straight, vertical, true, full-depth.
 3. Cut along perimeter of panel to be removed. Where edge of existing surface is cracked, broken, or deteriorated, make the cut so the defective surface can be removed.
 4. Cut along any edge that is damaged during construction, including cavities underneath caused by construction or concrete removal.
- B. Removal:
1. Remove concrete to the nearest expansion joint or vertical saw cut.
 2. Remove panels without damaging remaining panels.
 3. Remove all bonding inhibitors.
- 3.04 Remove Asphalt Concrete Pavement
- A. Cutting:
1. Use any method that produces a true, vertical, full-depth cut.
 2. When asphalt concrete overlays Portland cement concrete Pavement, DO NOT use machine mounted impact hammers.
 3. If an edge of an existing surface is cracked, broken, or deteriorated, make the cut so the defective surface can be removed.
 4. Re-cut along any edge that is damaged during construction, and where cavities underneath pavement are caused by construction.
- B. Removal: Remove asphalt pavement without damaging remaining.
- 3.05 Remove Concrete Flat Work
- A. Saw cut flat work at weakened plane joints. Saw cut full depth.
- B. Where edge of existing surface is cracked, broken, or deteriorated, make the cut so the defective surface can be removed.
- C. Saw along any edge that is damaged during construction, including cavities underneath caused by construction.
- D. If flat work that is not scheduled for removal is damaged, remove and replace the flat work at no additional cost to CITY.

3.06 Cleaning

- A. Remove all debris and dust. Clean surrounding rails, sidewalks, Driveways, Driveway approaches, landscaping, concrete flat work, and other objects in vicinity of work.

END OF SECTION 02 41 14

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DIVISION 3

CONCRETE

- 03 10 00 Concrete Formwork
- 03 20 00 Concrete Reinforcement
- 03 30 00 Cast-In-Place Concrete

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SECTION 03 10 00
CONCRETE FORMWORK

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This section specifies formwork, embedded items, and form ties for cast-in-place concrete.

1.02 RELATED WORK DESCRIBED ELSEWHERE:

- A. The provisions and intent of the Contract, including the General Conditions, Special Conditions, and General Requirements apply to this work as if specified in this Section. Work related to this Section is described in:

Section 03 20 00 Concrete Reinforcement
Section 03 30 00 Cast-in-Place Concrete

1.03 QUALITY ASSURANCE (CODES AND STANDARDS)

- A. ACI 301-20 - Specifications for Structural Concrete Construction.
B. ACI 347-14(21) - Guide to Formwork for Concrete.
C. Formwork and methods of construction shall conform to the requirements of the Department of Labor & Industries of the State of Washington and OSHA Standards.

PART 2 – PRODUCTS

2.01 GENERAL

- A. The Contractor shall provide formwork and those materials required to develop the strength and finishes required of the finished concrete. Except where noted herein, the formwork system used is the Contractor's choice, provided it performs in the manner specified.
1. Form materials: Contractor may use any forming materials and methods which will achieve the finish qualities specified in Section 03 30 00.
 2. Form coatings: Provide commercial formulation form coating compounds that will not bond with, stain, or adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces requiring bond or adhesion or impede wetting of surfaces to be cured with water or curing compound.
 3. Form ties: Form ties shall be bolts or rods designed so that no metal shall be within the thickness of the reinforcement cover of the finished concrete surface, and to provide a void to be grouted to seal opening. The detail used shall be watertight for concrete in contact with earth or water.

2.02 EMBEDDED ITEMS

- A. Anchor Bolts: Refer to the General Notes section of the Structural Drawings.
B. Embedded Conduit: Rigid embedded conduit shall be hot-dipped galvanized steel. Conduit shall be approved and listed by Underwriters Laboratories, Inc. and bear the UL label.

- C. Miscellaneous Embedded Items: Exposed items permanently embedded in concrete within the thickness of the concrete reinforcement cover shall be hot-dipped galvanized, nonferrous or other approved nonrusting material.

PART 3 – EXECUTION

3.01 FORM DESIGN

- A. Forms shall be designed on the basis of deflection. Slab, beam and girder forms shall be cambered for dead load. Forms shall be braced and supported as required.

3.02 FINISH TOLERANCES

- A. Set and maintain concrete forms so as to ensure completed work is within the tolerance limits of ACI 301 Table 4.3.1 - Tolerances for Formed Surfaces.

3.03 FORM TIE HOLES

- A. Form tie holes shall be pointed up fully with mortar of 1 part cement to 3 parts sand.

3.04 EMBEDDED ITEMS

- A. Position in form in location shown. Provide adequate support to prevent displacement during concreting. Do not place concrete before receiving approval of placing plan.

3.05 FORM CLEANING

- A. Dirt, chips, sawdust, and other foreign matter shall be removed from within the form before any concrete is deposited therein. Forms previously used shall be cleaned of dirt, mortar and other foreign matter before being reused.
- B. Temporary openings shall be provided at the base of column and wall forms and at other points where necessary to facilitate cleaning and inspection immediately before depositing concrete.

3.06 FORM REMOVAL

- A. Refer to ACI 347 Section 3.7 - Removal of Forms and Supports.

END OF SECTION 03 10 00

SECTION 03 20 00
CONCRETE REINFORCEMENT

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. This section specifies reinforcing steel for use in reinforced concrete.

1.02 RELATED WORK DESCRIBED ELSEWHERE:

A. The provisions and intent of the Contract, including the General Conditions, Special Conditions, and General Requirements apply to this work as if specified in this Section. Work related to this Section is described in:

Section 03 10 00	Concrete Formwork
Section 03 30 00	Cast-in-Place Concrete

1.03 QUALITY ASSURANCE (CODES AND STANDARDS)

ACI 301-0520	Specifications for Structural Concrete Construction for Buildings
ACI 315-99	Details and Detailing of Concrete Reinforcement
ACI 318-0514	Building Code Requirements for Reinforced Structural Concrete
ASTM A615	Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A706	Low-Alloy Steel Deformed Bars for Concrete Reinforcement
CRSI	Manual of Standard Practice

1.04 SUBMITTALS

- A. Mill Tests: Furnish certified copies of mill test reports showing compliance with these specifications.
- B. Shop Drawings: Submit shop drawings for reinforcing steel prepared in accordance with ACI 315.
1. Indicate bending diagrams, placing diagrams, splicing, laps, dimensions, and details of bar reinforcing and accessories.
 2. Shop drawings shall not be reproductions of the contract drawings and details.

1.05 ENVIRONMENTAL REQUIREMENTS

A. All materials, reinforcement, and surfaces contacting concrete shall be free of frost, snow, mud, and standing water during work.

PART 2 – PRODUCTS

2.01 STEEL REINFORCEMENT

- A. Reinforcing steel shall consist of deformed bars of the sizes called for on the contract drawings. Steel shall conform to ASTM A615 (A706 if welded), Grade 60.
- B. Welded wire reinforcement shall conform to ASTM 496.

2.02 TIE WIRE

A. Use No. 16 gauge double-annealed wire.

2.03 ACCESSORIES

- A. Provide bar supports and other accessories necessary to secure reinforcement against displacement. Where bottom surface of concrete is exposed, use plastic protected chairs conforming to CRSI Manual of Standard Practice.

PART 3 – EXECUTION**3.01 FABRICATION**

- A. Clean, bend and splice reinforcement in accordance with ACI 315 . Hooks shall conform to Table 1 of ACI 315. Do not straighten or field bend reinforcement.

3.02 PLACING REINFORCING STEEL

- A. All reinforcement, when placed, shall be free from rust, scale, oil, grease, clay, and other coatings or foreign substances that would reduce or destroy bond. Rusting of reinforcement shall not be a basis for rejection, provided that the rusting has not reduced the effective cross-sectional area of the reinforcement, and provided that the loose rust shall be removed prior to placing. Where cover over the reinforcement is not indicated, it shall be in accordance with ACI 318.

3.03 SETTING MISCELLANEOUS MATERIAL

- A. Place and secure anchors and bolts, pipe sleeves, conduits, and other such items in position before concrete is placed.

END OF SECTION 03 20 00

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This section specifies the materials and labor required for the manufacture and erection of cast-in-place concrete.

1.02 RELATED WORK DESCRIBED ELSEWHERE:

- A. The provisions and intent of the Contract, including the General Conditions, Special Conditions, and General Requirements apply to this work as if specified in this Section. Work related to this Section is described in:

Section 03 10 00	Concrete Formwork
Section 03 20 00	Concrete Reinforcement

1.03 REFERENCED STANDARDS

ACI PRC-211.1-22	Selecting Proportions for Normal-Density and High Density-Concrete
ACI PRC 211.1-91	Guide to Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete
ACI 301-0520	Specifications for Structural Concrete Construction.
ACI 304.2R-9617	Guide to Placing Concrete by Pumping Methods.
ACI 305R-2099	Guide to Hot Weather Concreting.
ACI 306R-1688	Guide to Cold Weather Concreting.
ASTM	American Society of Testing and Materials (ASTM) specific references as noted.

1.04 QUALITY CONTROL

- A. Control of Materials: Materials indicated to be tested in this section shall be tested by a reputable independent testing laboratory and the results of such testing shall be submitted for review by the Engineer. Tests shall be performed in accordance with the referenced standards. Materials which do not meet the requirements of the referenced standards shall not be used.

1.05 SUBMITTALS

- A. Mill Certificates: Furnish certified copies of cement mill test reports showing compliance with these specifications.
- B. Aggregate Test Reports
1. The Contractor shall furnish evidence to the Engineer that aggregate used in the work meet requirements specified herein. The cost of testing shall be borne by the Contractor.
 2. If Engineer deems that additional testing of aggregate is necessary, he may select samples from any of the aggregate to be used in the job for testing by a qualified laboratory. Such material shall not be used in the work until test reports are available. If in such tests the materials fail to meet specified requirements, aggregate will be rejected, and the expense of testing shall be borne by the Contractor.

Contractor. If such tests show the aggregate to be satisfactory, cost of additional testing will be borne by the City.

- C. Admixture Report: Contractor shall submit copies of tests showing conformance with ASTM requirements.

PART 2 – PRODUCTS

2.01 CEMENT

- A. Type II. Only one brand of cement shall be used throughout one structure. Insofar as possible, all cement used in the work shall be taken from stock bins at the place of manufacture, bins in which the cement shall have been tested and found to comply with these specifications.
- B. Cement shall be suitably stored and protected from exposure to the atmosphere. In the event the cement shows signs of deterioration, it shall not be used unless additional tests show that it conforms to the requirements stated above.

2.02 POZZOLAN

- A. ASTM C 618, Class F.

2.03 AGGREGATES

- A. Fine and coarse aggregate for concrete shall conform to ASTM C 33.
- B. Aggregate gradations shall meet the requirements of the following standards:
1. Coarse aggregate gradation shall meet the requirements of ASTM C 33, Size 467 (1 1/2-inch maximum aggregate size)
 2. Fine aggregate shall meet the fine aggregate gradation requirements of ASTM C 33.

2.04 WATER

- A. Water may be any potable water, clean and free from injurious amounts of oil, acid, alkali, and organic materials.

2.05 ADMIXTURES

- A. Water reducing agent: Water reducing admixture shall comply with ASTM C 494. Admixture shall be free of calcium chloride. In addition to ASTM requirements, use shall be in strict accordance with the manufacturer's printed recommendations. When added to the mix, it shall reduce by at least 12% of the total water required without any loss of workability. Contractor shall use the type best suited for job conditions on the approval of Engineer. Water reducing agent shall be Pozzolith 300N or 300R as manufactured by Master Builders; Plastiment, Plastocrete or Sikacrete as manufactured by Sika Chemical Corp.; or equivalent.
- B. Air entraining agent:
1. Materials proposed for use as air entraining admixture shall conform to ASTM C 260. Air entraining agent added shall result in an entrained air content of 4% + 1%. The content in concrete shall be determined by pressure method (ASTM C 231) or gravity method (ASTM C 138).

2. Admixture shall be a sulfonated hydrocarbon type with a cement catalyst. The air entraining admixture shall be added at concrete mixer or batching plant at approximately $\frac{3}{4}$ to 3 ounces per sack of cement or in such quantities as to give the above specified air contents. Use Darex AEA as manufactured by Construction Products Division of Grace & Co., MB AE-10 by Master Builders, or equivalent.
- C. Other admixtures shall not be used unless approved by the Engineer prior to use.
- 2.06 GROUT
- A. Non-metallic, non-shrink grout conforming to ASTM C 1107.
- 2.07 MIX DESIGN AND CONTROL
- A. Concrete
1. Quality: Concrete exposed to sewage, or in contact with ground shall be composed of cement, pozzolan, aggregate, water, water reducing agent, and air entraining agent. Concrete shall be designated by class with a required 28-day strength. The exact proportions of materials shall be such as to produce a workable, dense, impermeable concrete of the required strength.
 2. Pozzolan shall be added where concrete is exposed to earth, water or sewage and where watertight construction is required.
 3. Maximum water-cement ratio shall be 0.42 by weight.
 4. Concrete shall have a minimum 28-day strength of 4,000 psi (Minimum cement content shall be as indicated on the structural drawings.
 5. Consistency: Adequate water shall be used to produce the necessary workability for placement. However, in no case shall the slump determined in accordance with ASTM C 143 exceed the following values:
 - a. Vertical wall sections, columns: 4-inches
 - b. Footings, beams, slabs: 3-inches
 - c. Plain concrete: 2-inches
- B. Control tests: Characteristics of the concrete shall be controlled as follows:
1. Mix design: Before beginning concrete work, Contractor shall determine proper proportions of materials for each strength and class of concrete. Mix shall consist of the exact proportions proposed for the particular mix. Mix designs shall be prepared at the contractor's expense, by a recognized inspection and testing laboratory acceptable to the Engineer, and shall show the expected strength, corresponding slump, air content, all ingredient weights, and other physical properties necessary to check each design mix. Where more than grading of course aggregates will be used, tests shall be made for the finest gradation to be used.
 2. Laboratory tests: Each mix design shall be checked by the laboratory by the preparation of 2 trial batches, one with 2-inch slump, one with 5-inch slump, from each of which 6 standard test cylinders shall be cast and cured as specified for the job concrete. Three cylinders from each batch shall be tested at age 7-days, two at age 14-days and one at age 28-days. Certified copies of laboratory reports shall be sent to the Engineer from the testing laboratory. No concrete placement shall

commence prior to approval of the test results by the Engineer. Laboratory reports shall state whether the item reported pass specifications and shall include a resume of the qualities of the mixes.

3. Field trial mix: After completion of mix design work and prior to concreting operations, Contractor shall establish, based upon the design mixes, field proportions for concrete to be used in the work. Manufacture of the field trial concrete shall be accomplished utilizing equipment which will be used on the job. Adjustments shall be made in design mixes to provide a dense, homogeneous, durable concrete with good workability and finishing qualities. Six standard test cylinders shall be obtained from each field trial mix and tested as in mix design. Engineer shall be notified in advance of any field trial mix work and no field trial mix shall be made without the accepted testing laboratory present.

PART 3 – EXECUTION

3.01 BATCHING AND MIXING

- A. Batching: Concrete batching equipment shall be provided to determine and control accurately the relative amounts of cement, pozzolan, water, admixtures, sand, and aggregate gradation entering the concrete. Cement, pozzolan, sand, and coarse aggregate shall be measured by direct weighing. Water and admixture shall be determined by direct weighing or volumetric measurement.
- B. Mixing: Concrete shall be in a batch mixer which will ensure uniform distribution of materials throughout the mass so the mixture is uniform in color and is homogeneous. Concrete shall be placed within 1 hour after water is first added to the batch. Mixer shall be equipped with a suitable charging hopper and a water storage and measuring device controlled from a case which can be kept locked. Mixer shall be so constructed that water can be discharged only while the mixer is being charged. The entire contents of the mixing drum shall be discharged before recharging. Volume of mixed materials per batch shall not exceed the rated capacity of the mixer.
- C. Transit mixed concrete: At the Contractor's option, transit mixed concrete may be used. Transit concrete shall comply with applicable portions of this specification and ASTM C 94. Batch tickets shall be provided with each truckload of concrete. No water may be added at the job without authorization from Engineer. In no case shall water be added without adequate means for measuring and recording the amount added.

3.02 CONCRETE FOR PUMPING

- A. Special care shall be taken when concrete is to be transported by pumping.
 1. Standards: the following standards shall govern:
 - a. ACI PRC-211.1
 - b. ACI 304.2R
 2. Pumping: Type of pump to be used shall be approved by the Engineer.
 - a. No aluminum pipe will be allowed in the pumping process.
 - b. Minimum bend radius for piping shall be 5 feet.

- c. During temporary stops in pumping, the hopper shall remain nearly full to prevent segregation.
3. Mix design shall be in accordance with the above standards. An average loss of slump of $\frac{1}{2}$ to $\frac{3}{4}$ inch per 100 feet of pipeline shall be accommodated in the mix design and batching process.
4. Aggregates: In concrete that is to be pumped, all aggregate shall fall in the middle of ASTM C 33 gradation limits.
5. Admixtures: Any admixtures used to improve pumpability shall follow Paragraph 2.05 Admixtures, and Paragraph 2.13 Mix Design and Control.

3.03 PROTECTION REQUIREMENTS

- A. Cold weather concreting shall be in accordance with ACI 306R.
- B. Hot weather concreting shall be in accordance with ACI 305R.
- C. Protection of concrete construction: Surfaces shall be protected against injury. During the first 72 hours after placing concrete, any wheeling, working or walking on concrete shall not be permitted. Slabs subject to wear shall be covered with a layer of sand or other suitable material as soon as concrete has set. Sisal craft paper or other similar tough, waterproof paper may be used, provided joints between adjacent strips of paper are carefully sealed. This does not alter requirements for proper curing as specified in Paragraph 3.07, Curing Concrete.
- D. No concrete shall be placed during rain unless acceptable protective shelter is provided; and during such weather, concrete placed within the preceding 12 hours shall be protected with waterproof canvas or other suitable coverings. These shall be provided and kept ready at hand.
- E. Concrete construction shall be protected from excessive loading. Installation of mechanical and electrical equipment shall be accomplished by employing shores, bearing plates, frames, cranes and temporary beams.

3.04 CONSTRUCTION JOINTS

- A. General: Concrete in each unit of construction shall be placed continuously. Before concrete is placed on or against concrete which has set, forms shall be retightened, and the surface of the set concrete shall be cleaned of foreign matter. Wetting of concrete surfaces on which concrete is deposited shall be required and all free moisture removed. Where watertight construction is required, a $\frac{1}{2}$ sack of cement per cubic yard shall be added to the lowest 12-inch strip placed at the base of wall pours.
- B. Construction: A rough surface of exposed concrete aggregate shall be produced using a surface retardant at construction joints. Where required by Engineer, the limit of the treated surface shall be held 1-inch away from joint edges. Within 24 hours after placing, retarded surface mortar shall be removed either by high pressure water jetting, stiff brushing or a combination of both so as to expose coarse aggregates with a minimum surface amplitude of $\frac{1}{8}$ -inch. A rough surface may also be produced by sandblasting followed by high pressure jetting.
- C. Locations: Construction joints shall be at locations approved by the engineer and shall be kept to a minimum consistent with sound construction practices. Unless otherwise

noted on the Contract Drawings, walls exceeding 60 feet in length shall be cast in panels not to exceed 40 feet in length. Where the number of panels is three or more, panels shall be cast in an alternating pattern with the minimum lapsed time between adjacent panel pours of 24 hours. Vertical joints shall be grooved at exposed surfaces. Grooves subject to wetting or weather shall be caulked with a joint sealer.

3.05 DEPOSITING CONCRETE

- A. Concrete shall not be placed until forms and reinforcement have been approved by Engineer. Concrete shall be conveyed from mixer to place of final deposit as rapidly as possible by methods which will prevent separation or loss of ingredients. It shall be deposited in the form as nearly as practicable in its final position so as to maintain a plastic surface approximately horizontal. Concrete shall not be dropped more than 6 feet unless a suitable chute or tube is used. Form for walls or other sections of considerable height shall be provided with openings or other devices which will permit the concrete to be placed in a manner which will avoid accumulations of hardened concrete on form or metal reinforcement. Under no circumstances shall concrete that has partially hardened be deposited in the work. Temporary joints shall not remain exposed for more than 45 minutes before adjacent concrete placed.
- B. Immediately after depositing, concrete shall be compacted by means of high-frequency mechanical internal vibrators which shall be 7,000 cycles per minute minimum. The number and type of vibrators shall be acceptable to the Engineer and shall include a spare standby unit. Concrete shall be worked around reinforcement and embedded fixtures and into the corners of the forms.

3.06 CURING CONCRETE

- A. Immediately following placement, concrete shall be protected from premature drying, hot and cold temperatures, rain, flowing water and mechanical injury. Final curing shall continue for not less than 7 days.
 - 1. Approved methods include ponding or continuous fog spray and liquid membrane-forming compounds as described below, except as specified elsewhere in this section.
 - a. Application of liquid membrane-forming compound shall conform to ASTM C309. Material shall maintain a maximum moisture loss of 0.11 pounds per square foot of surface in 72 hours when used at a coverage of 400 square feet per gallon and tested in accordance with ASTM C 156. The curing compound shall be used at a maximum of 400 square feet per gallon.
 - 2. Formed surfaces shall be kept moist prior to stripping forms. Immediately following stripping of forms, concrete shall be cured by the curing compound method.

3.07 REPAIR OF CONCRETE CONSTRUCTION

- A. Repair surface defects in accordance with ACI 301, Paragraph 5.3.7.

3.08 FIELD TESTING

- A. Concrete shall be sampled and tested in accordance with ACI 301 during the progress of the work. Slump and air content tests shall accompany all test cylinders for

strength. Engineer shall be notified 48 hours ahead of scheduled pours. Contractor shall notify Engineer 24 hours in advance of any cancellation of pours.

1. Any additional testing required because of apparent failure of concrete to meet specification requirements shall be paid by Contractor. When there is a question as to quality of the structure because of cylinder strength test failures, strength tests made on specimens secured from the structure and tested in accordance with ASTM C42 will be required.
 2. Samples of concrete will be obtained in accordance with ASTM C 172 and will be transported to a place on the site where air and slump tests can be made and cylinders stored without being disturbed for the first 24 hours. Cylinders for strength tests shall be made in accordance with ASTM C 31 and ASTM C 94. Contractor shall assemble cylinders in a convenient location each day, after 24 hours cure, for pick-up by the testing laboratory.
- B. Cylinders shall be made as required by ACI 301 for strength tests, following applicable ASTM standards. Strength tests shall be in accordance with ASTM C 39. If a specimen shows manifest evidence of improper sampling, molding, or testing, it will be discarded.
- C. Slump tests shall be made following the procedure in ASTM C 143. Slump tests shall be made for concrete from any batch from which strength tests are made.
1. If the measured slump falls outside the limits specified, a check test shall be made immediately on another portion of the same sample. In the event of a second failure, concrete will be considered to have failed to meet requirements of the specifications and be unacceptable.
- D. Air content tests shall be made in accordance with either ASTM C 138 or ASTM C 231.
1. If the measured air content falls outside limits specified, a check test will be made immediately on another portion of the same sample. In the event of a second failure, concrete will be considered to have failed to meet requirements of the specifications and be unacceptable.
- E. Failure of Contractor to perform required tests shall be cause for rejection of the subject work.
- F. Manholes which will be subjected to hydrostatic pressure shall be tested for watertightness.

3.09 CLEANUP

- A. Upon completion of the work and prior to final inspection, the Contractor shall thoroughly clean all concrete surfaces.

END OF SECTION 03 30 00

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DIVISION 5

METALS

05 10 00 Structural Metals

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SECTION 05 10 00
STRUCTURAL METALS

PART 1 – GENERAL

1.01 DESCRIPTION

This section specifies structural metals consisting of standard shapes, fasteners, rods, and plates that are used in structural supports and connections.

1.02 QUALITY ASSURANCE

A. General:

1. Structural assemblies and shop and field welding shall meet the requirements of Specification of Structural Steel Buildings, American Institute of Steel Construction (AISC).
2. The use of salvaged, reprocessed, or scrap materials shall not be permitted.

1.03 REFERENCES

IBC	Chapter 20 (International Building Code)
IBC	Chapter 22 (International Building Code)
AISC 360-16	Specification for Structural Steel Buildings.
AISC	Specification for Architectural Exposed Structural Steel.
AWS D1-1	Structural Welding Code.
	Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel
ASTM A123	Products.
ASTM A153	Zinc Coating (Hot Dip) on Iron and Steel Hardware.
ANSI/NAAMM MBG 531-0017	Metal Bar Grating Manual

1.04 SUBMITTALS

- A. Submit under provisions of Section 5 General Requirements of these Contract Documents.
- B. Shop Drawings:
 1. Indicate profiles, sizes, spacing, and location of structural members, openings, attachments, and fasteners.
 2. Connections.
 3. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Manufacturer's Mill Certificate: Submit under provisions of Section 01 40 00 certifying that products meet or exceed specified requirements.
- D. Welder's Certificate: Submit under provisions of Section 01 40 00, certifying welders employed on the Work, verifying AWS and WABO certified qualifications within the previous 12 months.

1.05 FABRICATION

- A. Fabricate structural steel members in accordance with AISC Specification for Structural Steel Buildings.
- B. Perform Work in accordance with AISC - Specification for Architectural Exposed Structural Steel.

1.06 QUALIFICATIONS

- A. Fabricator: Company specializing in performing the work of this Section shall have a minimum of three years documented experience.
- B. Erector: Company specializing in performing the work of this Section shall have a minimum of three years documented experience.

PART 2 – PRODUCTS**2.01 MATERIALS**

- A. Steel: Refer to the General Notes section of the Structural Drawings.
- B. Welding Materials: AWS D1.1
- C. Galvanizing: All structural steel shall be galvanized unless shown or indicated otherwise. Galvanize by the hot-dip process in conformance with ASTM A 123 and A 153.

2.02 FASTENERS

- A. Refer to the General Notes section of the Structural Drawings.
- B. Washers: Provide washers of the same material and finish as the bolt under all nuts.

PART 3 – EXECUTION**3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work. Measurements shall be verified at the job.

3.02 INSTALLATION

- A. General:
Metalwork which is bent, broken, or otherwise damaged shall be repaired or replaced by the contractor.
- B. Guardrails:
Fabricate pipe railings to dimensions and details shown, with smooth bends and welded joints ground smooth and flush. Adjust railings prior to anchoring to ensure matching alignment at butting joints.
- C. Platform Gratings:
All grating shall be provided welded anchorage per ANSI/NAAMM MBG 531.

3.03 FIELD QUALITY CONTROL

- A. Field inspection will be performed under the provisions of Section 01 40 00.

3.04 CLEANING

- A. Damaged surfaces of galvanized metals shall be repaired with high zinc dust content paint meeting the requirements Military Specification MIL-P-21035.

END OF SECTION 05 10 00

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DIVISION 7

THERMAL AND MOISTURE PROTECTION

07 41 13	Preformed Metal Standing Seam Roofing
07 62 00	Sheet Metal Flashing and Trim

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SECTION 07 41 13
PREFORMED METAL STANDING SEAM ROOFING

PART 1 – GENERAL**1.01 DESCRIPTION OF WORK**

This section specifies prefinished, prefabricated structural standing seam roof system with continuous interlocking field formed seams, flashings, counterflashings, fasciae, backings, gutters, downspouts, and associated accessories.

1.02 RELATED WORK DESCRIBED ELSEWHERE

01 41 00	Regulatory Requirements
01 66 00	Materials Storage, Handling, and Protection
05 10 00	Structural Metals
07 62 00	Sheet Metal Flashing and Trim
33 40 00	Stormwater Utilities

1.03 REFERENCES

NAAMM	Metal Finish Handbook
SMACNA	Architectural Sheet Metal Manual

1.04 STRUCTURAL REQUIREMENTS

A. Panel structural properties shall be determined in accordance with the latest edition of American Iron and Steel Institute's "Cold Formed Steel Design Manual." Design loads shall be as indicated on the structural drawings.

1.05 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 5 General Requirements of these Contract Documents. Indicate on shop drawings material profile, thickness, fastenings and anchoring methods, finish colors, and installation details including fascia panels. All panels shall be full length – no end laps allowed.
- B. Submit samples, 12" long x full width panel, showing gage and seam profile for Owner's approval. Submit color samples for Owner's approval.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store products under provisions of Sections 01 65 00 and 01 66 00.
- B. Stack material to prevent twisting, bending, abrasion, and to provide ventilation. Slope to insure drainage.
- C. Prevent contact with materials during storage which may cause discoloration or staining.

1.07 WARRANTY

- A. Provide 20-year warranty.
- B. Warranty: Include coverage for degradation of metal finish.

1.08 APPLICATOR QUALIFICATIONS

- A. Five years minimum experience in application of high-performance standing seam roofs.
- B. Minimum of five satisfactory projects on similar type roofs.

PART 2 – PRODUCTS**2.01 ROOFING**

Per structural drawings.

2.02 ACCESSORIES

- A. System accessories: Provide components required for a complete system including trim, copings, fascia, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, backing, and similar items. Match material and finish of metal roof panels.
- B. Flashing and Trim: Formed from 22-gauge material. Conform to Section 07 62 00. Provide as required to seal against weather and to provide a finished appearance. Locations include, but are not limited to eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers.
- C. Gutters and Downspouts: Conform to Section 33 40 00.

2.03 FABRICATION

- A. Fabricate and finish metal panels and accessories at the factory to the greatest extent possible.
- B. Flashing and Trim: Comply with the recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.

PART 3 – EXECUTION**3.01 EXAMINATION**

- A. Examine roof framing to verify that it is clean, dry and free of snow or ice.
- B. Field measure site conditions prior to fabricating work.

3.02 INSTALLATION

- A. Standing Seam System: Comply with manufacturer's instructions for assembly, installation, and erection in order to achieve a weather-tight installation. Install in accordance with approved shop drawings.
- B. Dissimilar Metals: Where sheet metal is in contact with dissimilar metals, execute juncture to facilitate drainage and minimize possibility for galvanic action. At point of contact with dissimilar metal, coat metal with protective paint or tape which can be placed between metals.
- C. Field apply sealant to penetrations, transitions, and other locations necessary for airtight, waterproof installation.

3.03 CLEANING

- A. Clean exposed surfaces of work promptly after completion of installation.

3.04 INSPECTION

- A. Field inspection will be performed under the provisions of Section 01 41 00.
- B. Inspection will involve surveillance of work during installation as ascertain compliance with specified requirements.

END OF SECTION 07 41 13

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.01 Scope

- A. The work under this section of the specifications shall include furnishing all supervision, labor, materials, tools and equipment and performing all operations necessary for the complete installation of gutters and flashing system as described in these Specifications in a first class workmanlike manner.
- B. Prior to installation of gutter, flashing and metal roof the Contractor shall install a cedar 5/4" X 6" fascia on the gutter face of the structure. The gable ends shall receive a 1" x 2" cedar fascia on top of a 5/4" x 6" cedar.
- C. The Contractor shall install flashing around the perimeter of the roof. The flashing shall embed a minimum of 6" under the metal roof and down the exterior 2" X 8" cedar fascia on the north wall. Flashing shall embed between the two fascia pieces on the remaining three walls.

1.02 Shop Painting of Galvanized Metal

- A. After fabrication but before installation, treat surfaces as follows: Wipe surfaces clean with turpentine, mineral spirits or naphtha. Remove all traces of oil, grease or dirt; rinse thoroughly. Treat with Neilson "Galvaprep #5", or equal. Paint on coat accepted zinc-chromite paint. Touch up damaged areas in shop coat to be concealed after installation. Touch up and finish painting of exposed surfaces is specified in Section 09900.

PART 2 – PRODUCTS

2.01 General

- A. Materials best commercial quality, thickness not less than noted. Use heavier gauges where called for in item specification or noted on drawings.

2.02 Prefinished Steel

- A. Pre-finished coil sheets: 24 gauge steel conforming to ASTM A446 - Structural Grade C with Zincolume galvanized coating and surface finish to have Kynar 500 finish.

2.03 Color

- A. Color/colors as selected by Owner.

2.04 Accessory Materials and Components

- A. Concealed continuous cleat of galvanized steel sized to suit application.
- B. Miscellaneous metal accessories - form from factory finished coil stock.

2.05 Lead

- A. ASTM B 29, chemical lead, weight 4 pounds per square foot.

2.06 Solder

- A. Best commercial quality, type most suitable for metal to be soldered.

2.07 Nails

- A. Hot-dip galvanized steel for galvanized steel and zinc alloy matching finish on prefinished metals.

2.08 Plastic Cement

- A. Carey, Johns-Manville, Pioneer Flintkote, Pabco, or accepted equal. Asphalt flashing cement recommended by manufacturer for the purpose.

PART 3 – EXECUTION**3.01 Fabrication**

- A. Form to detail of sheet metal of uniform length with all gutters continuous. Form sections square, true, and accurate to size, free from distortion and other defects detrimental to appearance or performance. Make allowances for expansion and contraction. Use concealed fasteners whenever possible. Make lap joints with openings away from prevailing winds, laps three (3) inches minimum. Hem exposed edges of flashings on underside 1/2 inch. Backpaint flashings with bituminous paint where expected to be in contact with cementitious materials or dissimilar metals. Use continuous cleats at exterior and interior down leg. Provide fasteners into interior face of down leg.

3.02 Workmanship

- A. Examine all surfaces to be covered with flashing; report any improper or defective previous work and do not proceed with work under this Section until previous defective work is corrected. Neatly form all work to size, shape, and dimensions shown or required for the work; make all angles and lines in true alignment. Erect all work straight, sharp, plumb and level in true plane free of bulges and waves. Fabricate all items in maximum sheet lengths, and hold number of joints to a minimum. After soldering, remove all flux or acid with neutralizing chemical, wash surface with water and then let dry, ready for shop painting or installation, as applicable. Where welding is employed or indicated, employ only mechanics skilled in welding metal being worked; grind exposed welds smooth to match adjacent surfaces and remove slag and spatter before priming. Repair zinc coating damaged by welding with two coats of "ZRC," or accepted zinc-rich compound.
- B. Wherever metals of different galvanic range are to be in contact, provide industry-approved separation by bituminous paint coats, bitumen-saturated felts, or tinning, as applicable and accepted.
- C. Make allowances for expansion and contraction for material being used. Shop form, lap and solder or weld corners and angles into one piece 18" to 24" each way from corner or angle. Hem all drip legs of copings and flashings at 45 degrees and secure drips with nailed concealed continuous edge strips of same gauge and material. Use concealed fastenings wherever possible. Make any lap joints with opening away from prevailing winds; laps 3" minimum.

3.03 Metal Flashing/Counter flashings

- A. Provide pre-finished 24 gauge where indicated on drawings or required for a weather tight job. Exposed corners shop formed and soldered, extending at least 1 foot each side of corner. Use concealed fastenings wherever possible. Where necessary to expose nailing, use large-head nails capped with lead. Leave system watertight and weather tight.
- B. Form to detail in standard sheet lengths of sheet metal, width to overlap base flashings at least 3 inches. Joints at angles shop-formed as above, lapped at least 3 inches elsewhere. Where installed in concrete or masonry, set in zinc alloy flashing reglet, Superior, Fry, Pioneer or accepted, installed in accordance with manufacturer's instructions. Provide counter flashing wherever roofs intersect vertical surfaces or elsewhere indicated. Lap sloping flashing at least 6 inches in direction of flow.
- C. Sheet metal to extend at least 5 inches under roofing on each side of valley, with 1/2" fold for cleating, deflector in center. Open portion of valley not less than 5 inches at top, increasing 1/8 inch per foot in direction of flow. Lay sheets over 30 pound roofing felt. Nail at tops only; secure sides with cleats spaced 24 inches o.c.; lap at least 6 inches in direction of flow.

3.04 Sheet Metal Fascia and Copings

- A. Form to detail in standard sheet lengths of sheet metal. Set fascias with 1/4 inch space between sections for expansion. Bed flange in plastic cement; nail through flange one inch from front edge. Space nails not over 6 inches apart, or as required by roofing manufacturer. Provide concealed splice plates at joints; bed in plastic cement. All corners to be shop-formed and soldered.

3.05 Sheet Metal Gutters

- A. No. 24 U.S. Standard gauge pre-finished at exposed gutters. Custom fabricate as detailed similar to Plate 2, Style A of the Architect Sheet Metal Manual (ASMM). Provide expansion joints as required, per Plate 8.
- B. Provide expansion joints where shown or as required per Plate 8, similar of the ASMM.
- C. Provide integral outlet tubes, stainless steel downspouts strainers, neoprene and connectors as necessary. Provide 1/4" hardware cloth per Plate 23, Figure B of the ASMM.
- D. Provide hanging straps similar to Plate 14, Figure A, at 30 inches on center.

3.06 Plastic Downspouts

- A. Exterior downspouts to be Schedule 40 PVC with accessories as detailed or required. Coordinate with fabricated gutters and downspouts hangers. Downspout hangers, not less than one top and bottom and one each 8 feet or less of vertical run. Provide screws, of type accepted, for wall material behind hanger, use lead expansion shields or self-drilling anchors in masonry .

END OF SECTION 07 62 00

DIVISION 31

EARTHWORK

- 31 11 00 Demolition, Clearing and Grubbing
- 31 20 00 Earth Moving
- 31 22 00 Grading and Excavating
- 31 23 00 Excavation and Fill
- 31 25 00 Erosion and Sedimentation Controls
- 31 41 00 Shoring

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SECTION 31 11 00
DEMOLITION, CLEARING, AND GRUBBING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work included:

Demolition, clearing, and grubbing required for this work includes, but is not necessarily limited to:

1. Removal of miscellaneous items;
2. Felling of trees, and removal of stumps, limbs, roots, and tree debris;
3. Dust control;
4. Removal of ultra-block walls and dividers,
5. Demolition and removal of portions of concrete slabs for footings
6. Removal of all debris and organic materials,
7. Removal of wood fence

B. Related work described elsewhere:

- | | |
|----------|---------------------|
| 02 41 14 | Pavement Removal |
| 31 22 00 | Grading |
| 31 23 00 | Excavating and Fill |

C. Definitions:

The term “demolition, clearing, and grubbing,” as used herein, includes the removal of all existing objects (except for those objects designated to remain) down to the existing ground level, plus such other work as is described in this section of the Specifications.

1.02 QUALITY ASSURANCE / CONTROL:

- A. In addition to complying with all pertinent codes and regulations, comply with the requirements of all insurance carriers providing coverage for this work.

1.03 JOB CONDITIONS

A. Dust Control:

Use all means necessary to prevent the spread of dust during performance of the work of this section. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on this site.

B. Protection:

Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the City and at no additional cost to the City.

C. Clean Up:

Clean all streets and surrounding walks of sand, debris, and excess materials caused by construction. Sweep streets at the end of each day's work as required for dust control or mud removal operations. At the end of each day, the right of way and easement areas shall be restored for normal traffic, pedestrian use, and vehicle parking.

1.04 EXPLOSIVES

A. Do not use explosives on this work.

1.05 PREPARATION

A. Notification:

Notify the City a minimum of two full working days prior to commencing the work of this section.

B. Site inspection:

1. Prior to all work of this section, carefully inspect the entire site and all object designated to be removed and to be preserved.
2. Locate all existing utility lines and determine all requirements for disconnecting and capping.
3. Locate all existing active utility lines traversing the site and determine the requirements for their protection.

C. Clarification:

1. The drawings to not purport to show all objects existing on the site.
2. Before commencing the work of this section, verify with the City all objects to be removed and all objects to be preserved.

D. Scheduling:

1. Schedule all work in a careful manner with all necessary consideration for neighbors and the public.
2. Avoid interference with the use of, and passage to and from, adjacent buildings and facilities.

E. Disconnection of utilities:

1. Before starting site operations, verify with City that all necessary disconnections of all utility services designated to be removed have taken place.

F. Protection of utilities:

1. Preserve in operating condition all utilities traversing the site and designated to remain.

1.06 CLEARING AND GRUBBING:

A. Tree removal:

1. Remove all trees and tree stumps, unless designated to remain, together with all roots, to a minimum depth of three feet below the existing grade or finish grade,

whichever is lower, within a radius of eight feet beyond perimeter of trunk at ground line.

2. In all holes created by tree removal, fill with clean soil and then compact to the density specified for fills in section 31 23 00 of these specifications.
- B. Grubbing:
1. Remove all turf, shrubs, surface rocks, stumps, roots, vegetation, and debris within the limits of construction.

1.07 REMOVAL OF DEBRIS:

- A. Remove all debris from the site and dispose of all removed material legally. Leave the site in a neat and orderly condition to the approval of the City.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END SECTION 31 11 00

SECTION 31 20 00
EARTH MOVING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope:

1. This section specifies earthwork which consists of excavation, filling, grading, and disposal of excess material. Unless the new imported fill material has a specific unit price bid item, all costs associated with furnishing and placing materials per specifications are considered incidental to the contract.

B. Definitions:

1. **Compaction:** The degree of compaction is specified as percent compaction. Maximum or relative densities refer to dry soil densities obtainable at optimum moisture content.
2. **Excavation Slope:** Excavation slope shall be defined as an inclined surface formed by removing material from below existing grade.
3. **Embankment Slope:** Embankment slope shall be defined as an inclined surface formed by placement of material above existing grade.

1.02 RELATED WORK SPECIFIED ELSEWHERE

31 11 00	Demolition, Clearing, and Grubbing
31 41 00	Shoring
32 12 16	Asphalt Paving
33 40 00	Stormwater Utilities

1.03 QUALITY ASSURANCE

A. References:

1. This section contains references to the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and the listed documents, the requirements of this section shall prevail.

<u>Reference</u>	<u>Title</u>
ASTM C136-84a	Standard Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D1557-78	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures using 10-lb (4.5-kg) Rammer and 18-inch. (457-mm) Drop.
ASTM D2922	Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D3017-88	Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
WSDOT	Standard Specifications for Road, Bridge, and Municipal Construction

B. Tests:

1. The Contractor will take samples and perform moisture content, gradation, compaction, and density tests during placement of backfill materials to check compliance with these specifications. The Contractor shall remove surface material at locations designated by the Engineer and provide such assistance as necessary for sampling and testing. The Engineer may direct the Contractor to construct inspection trenches in compacted or consolidated backfill to determine that the Contractor has complied with these specifications.

2. Tests will be made in accordance with the following:

<u>Test</u>	<u>Standard Procedure</u>
Moisture Content	ASTM D3017
Gradation	ASTM C136
Density In-Place	ASTM D2922
Moisture-Density Relationships	ASTM D1557

1.04 SUBMITTALS

- A. Samples of fill materials to be used shall be submitted 30 days in advance of use. Samples shall consist of 0.5 cubic feet of each type of material.

PART 2 – PRODUCTS**2.01 FILL MATERIALS****A. Type A:**

1. Type A material shall be used for structural backfill and shall be a select granular material (pit run) free from organic matter and of such size and gradation that the specified compaction can be readily attained. Material shall have a sand equivalent value of not less than 20 and shall conform to the following gradation:

<u>U.S. standard</u>	<u>Percent by</u>
<u>Sieve size</u>	<u>Weight Passing</u>
3 inches	100
1-1/2 inches	95-100
No. 4	35-80
No. 10	10-70
No. 40	0-50
No. 100	0-30
No. 200	0-5 (wet sieving)

2. The coefficient of uniformity shall be 3 or greater.
3. The material may be an imported quarry waste, clean natural sand or gravel, select trench excavation, or a mixture thereof.

B. TYPE C:

1. Type C material shall be unclassified material which is free from peat, wood, roots, bark, debris, garbage, rubbish or other extraneous material. The maximum size of stone shall not exceed 6 inches. If the material excavated from the site meets these requirements, it may be classified as Type C.

C. Type D:

1. Type D material shall be granular material commonly known as pea gravel and shall conform to the following gradation:

U.S. standard <u>sieve size</u>	Percent by <u>weight passing</u>
3/4-Inch	100
3/8-Inch	95 – 100
No. 8	0 - 5

D. Type E:

1. Type E material shall be crushed rock conforming to WSDOT Section 9-03.9(3) for crushed surfacing top course with the following gradation:

U.S. standard <u>Sieve size</u>	Percent by <u>weight passing</u>
3/4-Inch	100
1/2-Inch	80-100
No. 4	46-66
No. 40	8-24
No. 200	10.0 Max

E. Type F:

1. Type F material shall be crushed rock conforming to WSDOT Section 9-03.9(3) for crushed surfacing base course with the following gradation:

U.S. standard <u>Sieve size</u>	Percent by <u>weight passing</u>
1 1/4-Inch	100
1-Inch	80-100
5/8-Inch	50-80
No. 4	25-45
No. 40	3-18
No. 200	7.5 Max

Type F material shall be composed of hard, durable sound pieces having a specific gravity of not less than 2.65.

F. Type G:

1. Type G material shall be naturally occurring or processed granular material conforming to WSDOT Section 9-03.14(1) for Gravel Borrow free of organic debris and other deleterious material with the following gradation:

U.S. standard <u>Sieve size</u>	Percent by <u>weight passing</u>
4-Inch	100
2-Inch	75-100
No. 4	50-80
No. 40	30 Max
No. 200	7.0 Max

G. Type I:

1. Type I material shall be unclassified native materials and may be obtained from excavation on site. The material may contain extraneous material such as demolition waste, unsuitable material excavated from beneath structures, and clearing and grubbing debris up to 50 percent by volume. Extraneous material shall be thoroughly mixed, and the maximum size of organic particles shall be 6 inches.

H. TYPE H:

1. Type H material shall be 6-inch riprap. Riprap shall be graded rock having a range of individual rock weights as follows:

<u>Weight of stone</u>	<u>Percent smaller by weight</u>
10 pounds	100
5 pounds	80 100
2 pounds	45 80
1 pound	15 45
1/2 pound	5 15
Below 1/2 pound	0 5

Specific gravity shall be between 2.5 and 2.82.

2.02 GEOTEXTILE FABRIC

A. Filter Fence Fabric:

1. Woven polypropylene, monofilament yarn.
2. Inert to biological degradation.
3. Resistant to alkalines and acids in soils.
4. Resistant to ultraviolet radiation.
5. Physical properties:
 - a. Minimum thickness: 17 mils per ASTM D1777.
 - b. Weight: 3.0 oz/sy ASTM D3776
 - c. Minimum grab strength: 120 lbs. per ASTM D4632.
 - d. Maximum grab elongation: 30% max per ASTM D4632.
 - e. Mullen burst: 280 psi per ASTM D3786.
 - f. Coefficient of water permeability: 0.01 cm/sec per ASTM D4491.
 - g. Water flow rate: 40 gal/min/sf per ASTM D4491.

PART 3 – EXECUTION

3.01 GENERAL

A. Control of Water:

1. The Contractor shall keep excavations reasonably free from water during construction. The static water level shall be drawn down a minimum of 2 feet below

the bottom of excavations to maintain the undisturbed state of natural soils and allow the placement of any fill to the specified density. Disposal of water shall not damage property or create a public nuisance. The Contractor shall have on hand pumping equipment and machinery in good working condition for emergencies and shall have workmen available for its operation. Dewatering systems shall operate continuously until backfill has been completed to 1 foot above the normal static groundwater level.

2. Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of "quick" conditions. Dewatering systems shall not remove natural soils. The Contractor shall control surface runoff to prevent entry or collection of water in excavations.
3. Release of groundwater to its static level shall be controlled to prevent disturbance of the natural foundation soils or compacted fill and to prevent flotation or movement of structures or pipelines.

B. Overexcavation:

Where the undisturbed condition of natural soils is inadequate for support of the planned construction, the Engineer will direct the Contractor to over-excavate to adequate supporting soils. The excavated space shall be filled to the specified elevation with approved backfill material.

C. Surplus Material:

1. Surplus excavated material shall be disposed of offsite in accordance with applicable ordinances and environmental requirements.
2. Material shall not be stockpiled to a depth greater than 5 feet above finished grade within 25 feet of any excavation or structure except for those areas designated to be pre-consolidated. For these areas, the depth of stockpiled material shall be as specified. The Contractor shall maintain stability of the soil adjacent to any excavation.
3. Any materials stockpiled for reuse must be protected from wind or rain erosion, by covering with tarps or other effective methods.

D. Hauling:

When hauling is done over highways or city streets, the loads shall be trimmed and the vehicle shelf areas shall be cleaned after each loading. The loads shall be watered after trimming to eliminate dust.

E. Finish Grading:

1. Finished surfaces shall be smooth, compacted and free from irregularities. The degree of finish shall be that normally obtainable with a blade-grader.
2. Finished grade shall be as specified by the contours plus or minus 0.10 foot except where a local change in elevation is required to match sidewalks, curbs, manholes and catch basins, or to ensure proper drainage. Allowance for topsoil and grass cover, and subbase and pavement thickness shall be made so that the specified thickness of topsoil can be applied to attain the finished grade.

3. When the work is in an intermediate stage of completion, the lines and grades shall be as specified plus or minus 0.5 foot to provide adequate drainage.

F. Control of Erosion:

The Contractor shall maintain earthwork surfaces true and smooth and protected from erosion. Where erosion occurs, the Contractor shall provide fill or shall excavate as necessary to return earthwork surfaces to the grade and finish specified.

3.02 CLASSIFICATION OF FILL

- A. Fill material shall be placed in horizontal layers and compacted with power operated tampers, rollers, idlers, or vibratory equipment.
- B. Material type, maximum layer depth, relative compaction, and general application are specified in Table A. Unless otherwise specified, fill classes shall be used where specified in Table A under general application.

TABLE A: FILL CLASSIFICATIONS				
Fill Class	Material Type	Maximum Layer Depth (inches)	Minimum Compaction Density (%) (per ASTM D1557)	General Application
A	A	8	95	Backfill for all structure excavations.
C	C		90	Embankments.
D	D	As required by trench detail.	Hand work material under pipe haunches.	Bedding material for pipe in trenches as required by the trench detail on the plans and the pipe manufacturer.
E	E	4	95	Shoulder material, gravel surfacing, leveling course and top course in pavement sections.
F	F	4	95	Leveling course and base material under concrete structures and slabs and pavement section.
G	G	8	95	Subgrade and backfill material used under new pavement and structures to depths shown on plans or as approved by Engineer.
I	I	8	95	Native materials used for backfill with approval of the Engineer. Use for trench backfill where approved by the Engineer.
H ^c	H	-	-	Embankment slope face

^cRip-Rap shall be machine placed.

C. General:

1. The Engineer will maintain control of the use of imported materials for fill.

2. Use native materials as fill only after approval by the Engineer.

3.03 EARTHWORK FOR STRUCTURES

A. Structure Excavation:

1. Except as otherwise shown or specified, any method of excavation within the work limits and easements shown may be used which meets the intent of the Contract Documents and does not damage adjacent improvements. At those locations where the excavation extends below the static groundwater level, or the natural soils are saturated and of low strength, provide dewatering as required and take whatever precautions are necessary to maintain the undisturbed state of the foundation soils at and below the bottom of the excavation.
2. The bottom shall not be more than 0.15-foot above or below the lines and grades specified. If the elevation of structure excavation is not specified, the excavation shall be not more than 0.15-foot above or below the elevation specified for fill material below the structure. Vary slopes no more than 0.2-foot from the specified grade unless the excavation is in rock where the maximum variation shall be 0.5 feet.
3. If the excavation is carried below the lines and grades specified on the Drawings or if the bottom of the excavation is disturbed because of the Contractor's operations and requires additional excavation and backfill, fill such excavated space to the proper elevation with Class F backfill or other Engineer approved backfill.
4. Unless otherwise specified, extend excavations a sufficient distance from walls and footings to allow for placing and removal of forms, installation of services, and for inspection, except where concrete is specified to be placed directly against excavated surfaces.
5. Sheet piling, shoring, or bracing, when required: Per Section 31 41 00 – Shoring.

B. Foundation Treatment:

1. Whenever any structure excavation is substantially completed to grade, notify the Engineer, for inspection of the foundation.
2. Place no base courses, concrete, or masonry until the foundation has been inspected by the Engineer.
3. If directed by the Engineer, dig test pits and make test borings and foundation bearing tests. Payment thereof will be as specified elsewhere in the contract documents.

C. Over excavation:

1. Where the undisturbed condition of natural soils is inadequate for support of the planned construction, over-excavate the area to a depth directed by the Engineer.
2. Fill the excavated space to the specified elevation with class backfill shown on the Drawings or an Engineer approved backfill.
3. The quantity and placement of such material will be paid for as specified in Section 1-09 Measurement and Payment of the Special Conditions.

D. Excavated Material:

1. Dispose of excess excavated material immediately in a Contractor provided off-site dumpsite. Stockpiling of unsuitable materials on site will not be permitted.
2. Do not stockpile material to a depth greater than 5 feet above foundation grade within 25 feet of any excavation or structure. Use construction methods which preserve the stability of the soil adjacent to any excavation.
3. Protect any materials stockpiled for reuse from wind, rain, or erosion, by covering with tarps or other approved methods.

E. Structure Backfill:

1. Unless otherwise specified, place all fill materials in accordance with Table A.
2. After completion of construction below the elevation of the final grade, and prior to backfilling, remove all concrete forms and clean the excavation of debris.
3. Do not place structure backfill until the subgrade portions of the structure have been inspected by the Engineer.
4. Place and compact Type A backfill material as specified in Table A in uniform layers and bring up uniformly on all sides of the structure.
5. Accomplish compaction of structure backfill by using power-operated tampers, rollers, or vibratory equipment. Perform compaction within 2 feet of walls with hand-operated vibratory compactors.
6. Limit weight of compaction equipment and machinery adjacent to structures as required to avoid damaging the structure during backfill.

3.04 EARTHWORK FOR PIPELINES AND CONDUITS

A. Earthwork for pipelines and conduits is specified in Table A and on the Drawings.

B. Pipeline Excavation:

1. Except as otherwise noted or specified, any method of excavation within the work limits shown may be used which meets the intent of the Contract Documents and does not damage adjacent improvements.
2. Keep trench width to a minimum. Unless shown otherwise, trench width shall not be less than O.D. +18 inches or greater than O.D. +24 inches, measured at a point 6 inches above the crown of the pipe. Trenches must be of sufficient width to permit proper installation and bedding of the pipe and to provide the required compaction of backfill. Excavation for manholes and other structures connected to the pipelines shall be sufficient to provide a minimum of 12 inches between their surfaces and the sides of the excavation. Provide sheeting, shoring, or bracing per Section 31 41 00 – Shoring.
3. Perform all excavation of every description and of whatever materials encountered to the depth indicated on the Drawings or specified. Excavate all trenches to true and smooth bottom grades and in accordance with the grades shown. Prepare the trench bottom to provide uniform bearing and support for each length of pipe.

4. Exercise sound construction practices in excavating the trench and maintaining it so that no damage will occur to any foundation, structure, pole line, pipeline, or other adjacent facility because of slough or slopes, or from any other cause. If, as a result of the excavation, there is ground deformation which may endanger other property, immediately take remedial action to correct the problem.
 5. Prior to installation of bedding and pipe, bring the trench bottom to grade as indicated for the type of bedding specified, and compact the subgrade as necessary by tamping, with mechanical compactors to provide a foundation capable of supporting the pipe in its proper position.
 6. Take care not to excavate below the depth specified. Backfill excavation below that depth with Engineer approved fill and compact as specified herein at no cost to the City. When excavating the trench, the bottom of the trench exposes peat, soft clay, quicksand, or other unsuitable foundation material, remove such material (over-excavate) to a depth directed by the Engineer and backfill with Engineer approved fill. Material removed from the trench shall be removed directly into trucks and hauled to a legal disposal site. Stockpiling of unsuitable material at the work site will not be allowed.
- C. Pipeline Bedding:
1. Place bedding material meeting the requirements of Table A under the pipe and to a depth as shown on Drawings.
 2. Ram and tamp the bedding material around the pipe by the use of shovels or other approved hand-held tools, so as to provide firm and uniform support under the full length of the pipe. Compact the bedding between the pipe and trench wall using mechanical methods.
 3. Take care to prevent any damage to pipe or its protective coating.
- D. Pipeline Backfill:
1. Backfill trenches shall be backfilled as soon after the pipe is installed in the trench as possible unless otherwise specified.
 2. Backfilling of trenches in the vicinity of manholes or other appurtenances will not be permitted until the mortar in the masonry has become thoroughly hardened.
 3. Backfill above the pipe zone in such a manner that the pipe will not be shifted out of position nor damaged by impact or overloading.
 4. Compact backfill as specified in Table A.
 5. To the greatest extent practical, materials excavated from the trench meeting the requirements of Table A will be used for trench backfill.
 6. Remove all materials determined by the Engineer to be unsuitable for backfill at the time of excavation and replace with backfill material per the requirements of Table A.

3.05 SUBBASE FOR PAVEMENT and structures

- A. Place Type G fill in accordance with Table A and as shown on the drawings.

- B. Scarify the prepared subgrade to a depth of at least 12 inches, moisture-condition, and recompact to at least 95 percent of the maximum density unless otherwise specified.

3.06 FINISH GRADE

- A. Grade all areas covered by the work, including excavated and filled sections and transition areas, uniformly to the elevations shown.
- B. Finish surface reasonably smooth, compacted, and free from any irregular surface changes and free draining.
- C. The surface of areas to be paved on which a base course is to be placed: Vary not more than 0.05 foot from established grade and cross section.

END OF SECTION 31 20 00

SECTION 31 22 00
GRADING AND EXCAVATING

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Excavating and grading of:
 - 1. Roadways (including the removal of slides).Borrow pits.
 - 2. Waterways and ditches (including structure inlet and outlet ditches, channels, waterways, etc., even though they extend beyond the highway limits).
 - 3. Intersections.
 - 4. Approaches.
 - 5. Benches under side-hill embankments.
- B. Excavating of unsuitable material from roadbed and beneath embankment areas.
- C. Excavating selected material found in the roadway which is required for specific use in the construction.
- D. Construction and removal of detours.

1.02 RELATED WORK

- A. Specified elsewhere:
 - 31 11 00 Demolition, Clearing and Grubbing
 - 31 25 00 Erosion and Sediment Controls

1.03 CLASSIFICATION OF EXCAVATION MATERIALS

- A. Road and Drainage Excavation (unclassified): all excavation regardless of the nature of the excavated material except borrow, channel, undercutting and solid rock excavation provided for in the Bid Form.
- B. Borrow excavation: material required for construction and obtained from approved sources outside the rights-of-way limits or other designated areas. Flattening of approved cut slopes graded under previous contracts is permitted for use as borrow provided the material is satisfactory. Borrow material other than solid rock shall be AASHTO A-6 or no worse than the predominant soil type in the roadway excavation, based on AASHTO classification if A-6 is not reasonably available.

Removal and placement of borrow is classified as:

- 1. Borrow Excavation (solid rock): non-degradable rock which cannot be economically excavated by the proper use of a power shovel or explosives.
- 2. Borrow Excavation (unclassified): all approved material including Borrow Excavation (solid rock).
- 3. Borrow Excavation (select material): designated material.

- C. Channel Excavation (unclassified): removal and disposal of all material excavated from existing or new channels with a bottom width of more than fourteen feet as shown on the drawings.
- D. Road and Drainage Excavation (unclassified); Channel excavation with a bottom width fourteen feet or less, as shown on the drawings.
- E. Solid Rock Excavation: An excavation classification only when it is provided for in the Bid Form and defined as follows:
 - 1. Excavation of rock which cannot be economically excavated without the use of explosives;
 - 2. Any rock, boulder, fragment of rock or concrete having a volume of at least 1/2 cubic yard or a fragment excavated from a formation having a volume greater than 1/2 cubic yard.

1.04 REFERENCE STANDARDS

- A. Determine maximum density and optimum moisture in accordance with the "Standard Method of Test for Moisture Density Relationship of Soils Using a 5.5 Pound Rammer and a 12-inch Drop", AASHTO Designation T 99, Method A.
- B. Compact all designated materials to 95% of maximum density unless otherwise specified.
- C. Rock borings or soundings, if provided, are:
 - 1. For information purposes only.
 - 2. No guarantee of existing conditions.
 - 3. No substitute for investigations deemed necessary by Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PREPARATION

- A. Prior to beginning excavation, grading, and embankment operations in any area, install all necessary soil erosion control measures (Section 31 25 00) prior to any clearing, grubbing, and demolition in accordance with Sections 31 11 00 and 02 41 00.

3.02 EMBANKMENT

- A. Construct embankments by placing and compacting approved embankment materials:
 - 1. In reasonably close conformity with the lines, grades, and typical cross-sections shown on the drawings or established by the City Engineer or their agent.
 - 2. Use Road and Drainage, Channel, and Borrow Excavation materials only.
 - 3. Compact the top 6 inches of the roadbed in both cut and fill sections, unless otherwise specified.
 - 4. Place roadway embankment materials consisting predominantly of soil in horizontal layers not to exceed 10 inches in depth and compact each layer.

- B. Provide adequate surface drainage for embankments at all times.

3.03 UNDERCUTTINGS

- A. Remove and dispose of unsatisfactory materials:
 - 1. Below grade in cut sections.
 - 2. Areas where embankments are to be placed.
 - 3. Below the foundation elevation of pipe and box culverts.
- B. Stripping, stockpiling and placing of topsoil and step-benching for hillside embankments is not classified as undercutting.

3.04 CLEAN-UP AND DISPOSAL OF DEBRIS - AND EXCESS EXCAVATION

- A. Dress for final inspection all excavated and graded areas to within reasonably close conformity to the lines, grades and cross-section shown on the drawings:
 - 1. Producing a uniform, satisfactory finish.
 - 2. Scale rock cuts of all loose fragments and leave in a neat, safe and workmanlike condition.
 - 3. Clean the entire rights-of-way or easement of all vegetation unless otherwise specified on the drawings.
 - 4. Clear and clean all structures of all objectionable materials and obstructions.
 - 5. Perform final dressing prior to sodding or seeding operations when these items are in the Contract.
- B. Dress spoil banks, waste areas, etc., in a satisfactory manner.
- C. Dispose of excess material created by trimming slopes, resloping, and shaping outside the rights-of-way.
- D. Promptly remove cleared debris from site.
- E. Obtain permission from applicable regulatory authority for disposal of debris to waste disposal site.
- F. Satisfactorily dispose of all excess excavated material by hauling to the City's landfill, unless otherwise directed by the City Engineer or their agent. No separate payment shall be made for disposal of waste materials, all costs incidental thereto shall be included in the contract price for associated work. Unless otherwise noted all fees shall be the contractor's responsibility.

3.05 MEASUREMENT AND PAYMENT

- A. The City Engineer or their agent shall: Measure accepted excavation in its original position on the basis of the cubic yard by cross-sectioning the area excavated. Determine cross-sections by conventional manual surveys, aerial surveys, or a combination of the two. Compute volumes from the cross-section measurements by the average end area method.

1. No measurement for payment for hauling of excavation and borrow materials shall be made except overhaul of Road and Drainage Excavation (unclassified or additional material) which shall be paid for as provided below.
 2. Measurement for payment of road and drainage excavation (unclassified) shall include over-breakage of rock not attributable to carelessness of the Contractor which has been removed and disposed of.
 3. Measurement for payment of excavation required to bench side-hill slopes of embankments shall be in accordance with the following requirements:
 - a. Excavation in solid rock shall be paid for as Road and Drainage Excavation (unclassified) whether the excavation material is bladed and dozed or picked up and hauled.
 - b. Excavation other than solid rock shall be paid for as Road and Drainage Excavation (unclassified) only when it is picked up and hauled.
 4. Measurement for payment of any Grading and Excavation item shall be made directly only when it is provided for on the Bid Form. When not provided for on the Bid Form, payment for any grading and excavating shall be included in the payment for the items with which it is associated.
 5. Excavation required to correct slides or prevent potential slides, provided blasting is not required, and the dressing, reshaping or flattening of the affected slopes shall be paid for as Road and Drainage Excavation (additional material):
 - a. At a rate equal to 1.2 times the unit price bid for road and drainage excavation (unclassified).
 - b. If it becomes necessary to flatten a slope to correct a slide or prevent a potential slide after the cut has been started but not completed, payment under Road and Drainage Excavation (additional material) shall be limited to material removed by the original staked slope lines and the newly established slope line above the elevation to which the cut has been made.
 - c. Seeding, sod and other incidental items required to repair the slide area shall be paid for at the contract unit price bid for the respective items.
- B. Payment for accepted quantities of excavation and grading as provided above and when provided for on the Bid Form shall be at contract unit price for:

Excavation	Per cubic yard
Embankment	Not be paid for directly
Borrow Excavation (Unclassified)	Per cubic yard
Borrow Excavation (Solid Rock)	Per cubic yard
Borrow Excavation (Select)	Per cubic yard
Channel Excavation	Per cubic yard
Undercutting	Per cubic yard
Finishing	Not be paid for directly
Clean-up	Not be paid for directly
Solid Rock Excavation	Per cubic yard (if provided on Bid Form)

END OF SECTION 31 22 00

SECTION 31 23 00
EXCAVATION AND FILL

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This WORK shall consist of excavation, embankment fill, disposal of excess material, shaping, and compaction of all material encountered within the limits of WORK, including excavation and fill for structures. The excavation shall include, but is not limited to, the native soils which shall be excavated for the PROJECT WORK. All WORK shall be completed in accordance with these SPECIFICATIONS, the lines and grades, and typical cross-sections shown on the DRAWINGS.
- B. All excavation shall be classified, “unclassified excavation,” or “muck excavation” or “rock excavation,” as hereafter described. All embankment shall be classified “embankment material” as hereafter described.

1.02 RELATED SECTIONS

- A. The following is a list of SPECIFICATIONS which may be related to this section:
 - 01 57 13 Temporary Erosion and Sediment Control
 - 31 11 00 Demolition, Clearing and Grubbing.
 - 31 25 00 Erosion and Sediment Controls

1.03 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. ASTM International (ASTM):
 - a. D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - b. D4253, Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

1.04 DEFINITIONS

- A. Embankment Material shall consist of approved material acquired from excavation or from outside sources, hauled and placed in embankments.
- B. Muck Excavation shall consist of the removal of mixtures of soils and organic matter not suitable for foundation material and replacement with approved material.
- C. Rock Excavation shall consist of igneous, metamorphic and sedimentary rock which cannot be excavated without the use of rippers, and all boulders or other detached stones each having a volume of one-half (1/2) cubic yard or more, as determined by physical or visual measurement. It shall also include replacement with approved material as required.
- D. Unclassified Excavation shall consist of the excavation of all materials of whatever character required of the WORK, obtained within the PROJECT limits.

1.05 QUALITY ASSURANCE

- A. Final topography and/or cross-sections shall be surveyed of areas that are to finished grade and compared to the design section for accuracy.
- B. Final grade shall match design grades within the tolerances discussed in PART 3 EXECUTION.

PART 2 – PRODUCTS**2.01 MATERIALS**

- A. Embankment Material may consist of approved material acquired from excavations or material hauled from outside the PROJECT limits.
- B. Suitable material identified onsite shall be used first for embankments and backfill.
- C. Excess excavated native soils which are not used as embankment or backfill shall become the property of CONTRACTOR and shall be disposed of offsite by CONTRACTOR, in a location acceptable to ENGINEER.
- D. Muck Excavation shall also include the replacement of excavated muck with uniformly graded rock, riprap, onsite or imported soils, or other material, whichever is most suitable for the specific situation encountered.
- E. ENGINEER will determine which type of aggregate or other material which shall be used after observing the specific site conditions.
- F. Structural Backfill:
 - 1. When specified on the DRAWINGS or as required by ENGINEER, Class I structural backfill shall meet the following gradation requirements:

<u>SIEVE SIZE</u>	<u>% BY WEIGHT PASSING</u>
	<u>SQUARE MESH SIEVES</u>
2-inch	100
No. 4	30 - 100
No. 50	10 - 60
No. 200	5 - 20

- 2. In addition, this material shall have a liquid limit not exceeding thirty five (35) and a plasticity index of not over six (6).
- 3. Impervious structural backfill, where shown or specified, shall consist of material having one hundred percent (100%) finer than two (2) inches in diameter and a minimum of thirty-five percent (35%) passing a No. 200 U.S. Standard Sieve.

PART 3 – EXECUTION**3.01 GENERAL EXCAVATION/EMBANKMENT**

- A. General:
 - 1. The excavation and embankment shall be finished to reasonably smooth and uniform surfaces.

2. Variation from the subgrade plane shall not be more than eight-tenths (0.08) foot in soil or more than eight-tenths (0.08) foot above or one-half (0.50) foot below in rock.
 3. Where bituminous or concrete surfacing materials are to be placed directly on the subgrade, the subgrade plane shall not vary more than four-tenths (0.04) foot.
 4. Materials shall not be wasted without permission of ENGINEER.
 5. Excavation operations shall be conducted so that material outside of the limits of slopes will not be disturbed.
 6. Prior to beginning grading operations in any area, all necessary clearing and grubbing in that area shall have been performed in accordance with Section 31 11 00, Demolition, Clearing and Grubbing, of these SPECIFICATIONS.
 7. CONTRACTOR shall notify ENGINEER in sufficient time before beginning excavation or embankment such that the necessary topography and/or cross- sections may be taken. CONTRACTOR shall not excavate beyond the dimensions and elevations established, and material shall not be removed prior to surveying the site.
 8. When CONTRACTOR's excavating operations encounter remains of prehistoric people's dwelling sites or artifacts of historical or archaeological significance, the operations shall be temporarily discontinued.
 - a. ENGINEER will contact archaeological authorities to determine the disposition thereof.
 - b. When directed, CONTRACTOR shall excavate the site in such a manner as to preserve the artifacts encountered and shall remove them for delivery to the custody of the proper state authorities.
 - c. Such excavation will be considered and paid for as extra WORK.
- B. Excavation:
1. Unclassified:
 - a. All excess suitable material excavated from the PROJECT site and not used for embankment shall be removed from the PROJECT site and become the property of CONTRACTOR.
 - b. Where material encountered within the limits of the WORK is considered unsuitable for embankment (fills) on any portion of this PROJECT WORK, such material shall be excavated as directed by ENGINEER and replaced with suitable fill material.
 - c. All unsuitable excavated material from excavation consisting of any type of debris (surface or buried), excavated rock, bedrock or rocks larger than six (6) inches in diameter, and boulders shall be hauled from the PROJECT site and disposed of by CONTRACTOR at CONTRACTOR's expense.
 - d. Debris is defined as "anything that is not earth which exists at the job site."

2. Muck:
 - a. Where excavation to the finished grade section results in a subgrade or slopes of unsuitable soil, ENGINEER may require CONTRACTOR to remove the unsuitable materials and backfill to the finished graded section with approved material.
 - b. Disposal of the unsuitable material and replacement with suitable material shall be at CONTRACTOR's expense.
 3. Good surface drainage shall be provided around all permanent cuts to direct surface runoff away from the cut face.
 4. Rock:
 - a. Unless otherwise specified, rock shall be excavated to a minimum depth of 0.5 foot below subgrade within the limits of the channel area, and the excavation shall be backfilled with material shown on the DRAWINGS or as designated by ENGINEER.
 - b. Disposal of material and replacement with suitable approved material shall be at CONTRACTOR's expense.
- C. Embankment Construction:
1. Embankment construction shall consist of constructing all fill areas, including preparation of the areas upon which they are to be placed, the placing and compacting of approved material within areas where unsuitable materials have been removed, and the placing and compacting of Embankment Material in holes, pits and other depressions within the PROJECT area.
 2. Only approved materials shall be used in the construction of embankments and backfills.
 3. Approved materials shall consist of clean onsite cohesive soils or approved imported soils.
 4. Onsite cohesive soils or imported soils shall be placed and compacted in horizontal lifts, using equipment and procedures that produce recommended moisture contents and densities throughout the lift and embankment height. Onsite or imported cohesive soils shall be compacted within a moisture content range of two percent (2%) below, to two percent (2%) above optimum moisture content and compacted to ninety-five percent (95%) of the Maximum Standard Proctor Density (ASTM D698).
 5. When embankment is to be placed and compacted on hillsides, or when new embankment is to be compacted against existing embankments, or when embankment is built one-half (1/2) width at a time, the slopes that are steeper than four-to-one (4:1) when measured longitudinally or at right angles to the adjacent ground shall be continuously benched over those areas where it is required as the WORK is brought up in layers.
 - a. Benching shall be well "keyed" and where practical a minimum of eight (8) feet. Each horizontal cut shall begin at the intersection of the original ground and the vertical sides of the previous cuts.

- b. Material thus cut out shall be recompacted along with the new Embankment Material at CONTRACTOR's expense.
 6. The ground surface underlying all fills shall be carefully prepared by removing all organic matter, scarification to a depth of eight (8) inches and recompacting to ninety-five percent (95%) of the Maximum Standard Proctor Density (ASTM D698) at optimum moisture content + or - two percent (2%) prior to fill placement.
 7. Embankment Material shall be placed in horizontal layers not exceeding 8 inches (loose measurement) and shall be compacted to ninety five percent (95%) of the Maximum Standard Proctor Density (ASTM D698) at optimum moisture content + or - two percent (2%).
 - a. Effective spreading equipment shall be used on each lift to obtain uniform thickness prior to compacting.
 - b. As the compaction of each layer progresses, continuous leveling and manipulating required to ensure uniform density.
 8. For embankments which serve as berms, the downstream portion shall be keyed into the subsurface soils a minimum of three (3) feet to enhance the stability of the slope.
 9. Materials which are removed from excavations beneath the water table may be over the optimum moisture content and shall be required to be dried out prior to reusing them.
 10. Cross hauling or other action as appropriate will be ordered when necessary to ensure that the best available material is placed in critical areas of embankments, including the top two (2) feet of all embankments. No additional payment will be made for cross hauling ordered by ENGINEER.
 11. Frozen materials shall not be used in construction of embankments.
 12. During the construction of the channels, the channel bottom shall be maintained in such condition that it will be well drained at all times.
 13. Excavation or embankment (fill), and structural backfill WORK either completed or in a stage of completion that is either eroded or washed away or becomes unstable as a result of either rains, snow, snow melt, channel flows, or lack of proper water control shall be either removed and replaced, recompacted, or reshaped as directed by ENGINEER and in accordance with the DRAWINGS and SPECIFICATIONS at CONTRACTOR's sole expense.
 14. Removed unsuitable materials shall be hauled away and disposed of at CONTRACTOR's expense. Placing of replacement materials for removed unsuitable materials shall be purchased, placed, and compacted at CONTRACTOR's expense.
- D. Proof Rolling:
1. Proof rolling with a heavy rubber-tired roller shall be required, if designated on the DRAWINGS or when ordered by ENGINEER.
 2. Proof rolling shall be done after specified compaction has been obtained. Areas found to be weak and those areas which failed shall be ripped, scarified, wetted if

necessary, and recompacted to the requirements for density and moisture at CONTRACTOR's expense.

3. Proof rolling shall be done with equipment and in a manner acceptable to ENGINEER. Proof rolling as shown on the DRAWINGS or as ordered by ENGINEER shall not be measured and paid for separately, but shall be included in the unit prices bid for the WORK.

3.02 EXCAVATION AND BACKFILL FOR STRUCTURES

- A. Poor foundation material for any of the WORK shall be removed, by CONTRACTOR, as directed by ENGINEER.
 1. CONTRACTOR will be compensated for removal and replacement of such materials in accordance with Muck Excavation.
- B. CONTRACTOR is cautioned that construction equipment may cause the natural soils to pump or deform while performing excavation WORK inside and on footings, structural floor slabs, or other structure foundation areas.
- C. CONTRACTOR shall remove and replace at CONTRACTOR's expense any foundation materials which are:
 1. Saturated by either surface or subsurface flows because of the lack of adequate water control or dewatering work by CONTRACTOR.
 2. Frozen for any reason.
 3. Disturbed by CONTRACTOR's WORK or caused to become unacceptable for foundation material purposes by means of CONTRACTOR's equipment, manpower, or methods of WORK.
- D. Dewatering shall not be conducted by pumping from inside footings, structural floor slabs, or other structure foundation limits. This may decrease the supporting capacity of the soils.
- E. Care shall be taken when excavating the foundations to avoid disturbing the supporting materials. Excavation by either hand or careful backhoe soil removal, may be required in excavating the last few inches of material to obtain the subgrade of any item of the concrete WORK.
- F. Any over-excavated subgrades that are due to CONTRACTOR's actions, shall be brought back to subgrade elevations, as indicated on the DRAWINGS, by CONTRACTOR and at CONTRACTOR's expense in the following manner:
- G. For over-excavations of two (2) inches or less, either backfill and compact with approved granular materials; backfill with one-half (1/2) inch crushed rock; or fill with concrete at the time of the appurtenant structure concrete pour.
- H. For over-excavations greater than two (2) inches, backfill and compact with an approved granular material.
 1. All granular footings, structural floor slabs, or other structure areas shall be compacted with a vibratory plate compactor prior to placement of concrete, reinforcing, or bedding materials.

2. Backfill, and fill within three (3) feet adjacent to all structures and for the full height of walls, shall be selected non-swelling material.
 - a. It shall be granular, well graded, and free from stones larger than two (2) inches.
 - b. Material may be job excavated, but shall selectively be required as determined by ENGINEER.
 - c. Stockpiled material, other than topsoil from the excavation, shall be used for backfilling unless an impervious structural backfill is specified.
 - d. The backfill material shall consist of either clean onsite granular material free of stones larger than two (2) inches in diameter with no more than twenty percent (20%) passing the No. 200 sieve, or equivalent imported materials.
 - e. All backfill around the structures shall be consolidated by mechanical tamping.
 - f. The material shall be placed in six-inch (6") loose lifts within a range of two percent (2%) above to two percent (2%) below the optimum moisture content and compacted to ninety-five percent (95%) of Maximum Standard Proctor Density (ASTM D698) for cohesive soils, or to seventy-five percent (75%) relative density for pervious material as determined by the relative density of cohesionless soils test, ASTM D4253.
3. Impervious structural backfill shall be placed in six-inch (6") loose lifts within a range of two percent (2%) above to two percent (2%) below the optimum moisture content and compacted to ninety-five percent (95%) of Maximum Standard Proctor Density for cohesive soils as determined by ASTM D698.

END OF SECTION 31 23 00

SECTION 31 25 00
EROSION AND SEDIMENTATION CONTROLS

PART 1 – GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- 31 11 00 Demolition, Clearing and Grubbing
- 31 22 00 Grading
- 31 23 00 Excavating and Fill
- 31 41 00 Shoring
- 33 40 00 Stormwater Utilities

1.02 QUALITY CONTROL

- A. Conform to regulatory requirements.

1.03 SCHEDULE

- A. Required sedimentation control facilities must be constructed and in operation prior to site clearing and other construction to ensure that sediment-laden water is detained to the greatest extent possible.
- B. Sediment facilities shall be maintained in a satisfactory condition until such time that construction is completed.
- C. The implementation, maintenance, replacement, and additions to erosion/sedimentation control systems shall be the responsibility of the Contractor.

PART 2 – PRODUCTS

2.01 FILTER FABRIC

- A. Filter fabric for the silt fencing barriers shall be Mirafi 140, or equivalent.

2.02 WIRE

- A. Wire for the silt curtain shall be 2 x 2 mesh, 14-gauge galvanized wire.

2.03 SUPPORT POSTS

- A. Support posts for the silt fencing barriers shall be 2-inch by 2-inch, Doug-FR No. 1 or better wood posts or 1-1/2-inch by 4/8-inch medium weight steel fence posts.

2.04 CLEAR PLASTIC COVERING

- A. Clear plastic covering for protection of slopes and cuts shall meet the requirements of the NBS Voluntary Product Standard, PS 17 for Polyethylene sheeting having a minimum thickness of 6 mil.

2.05 CATCH BASIN FILTERS AND INSERTS

- A. Catch basin filters and inserts include:
 1. Siltsack by Atlantic Construction Fabrics Inc, (800) 448-3636;
 2. StreamGuard by Foss Environmental, (800) 909-3677;
 3. Emcon Insert, Emcon NW, (425) 462-1280;

4. Beaver Dam or Dandy Bag, Dandy Products Inc, (800) 591-2284;
 5. Envirodrain;
 6. Drain Warden; or approved equal.
- B. Simply placing a piece of geotextile under the grate is not acceptable.

PART 3 – EXECUTION

3.01 EROSION/SEDIMENT CONTROL

- A. The Contractor will be allowed to use water to wash roadways, driveways, sidewalks, etc. during construction. Sweepers shall be used as frequently as deemed necessary by the Engineer. It is the Contractor's responsibility to keep streets and roadways free of mud, dirt, gravel, dust, and debris.
- B. At the conclusion of each day's operations or when directed by the Engineer, the Contractor shall clean all roadways, streets and appurtenances, of all material and debris left by their or their subcontractors' operations. If the City is forced to clean up after the Contractor's operations, the cost of time and materials will be deducted from the Contractor's payment.
- C. The Contractor shall coordinate with the Engineer on required control measures prior to beginning construction.
- D. Temporary water pollution/erosion control work shall consist of Best Management Practices (BMPs) to protect water quality as shown on the Contract Plans, specified in these specifications, as set forth in the various permits, or as directed by the Engineer. Said work is intended to provide prevention control and abatement of water pollution, erosion, sedimentation within the limits of the project and to minimize damage to the work, adjacent properties, streams, and other bodies of water.
 1. All construction shall be in accordance with City and County Codes, Permit Conditions, and all other applicable codes, ordinances and policies.
 2. The temporary erosion control system shall be installed prior to all other construction.
 3. Where possible, maintain natural vegetation for silt control.
 4. As construction progresses and seasonal conditions dictate, more siltation control facilities may be required to ensure complete siltation control. During the course of construction, it shall be the obligation and responsibility of the Contractor to address any new conditions that may be created by their activities and to provide additional facilities over and above the minimum requirements as may be needed.
 5. Where shown in the plans or as directed by the Engineer, the Contractor shall construct silt fencing in accordance with the standard detail. Approved fabrics are woven geotextiles specifically manufactured for silt fence applications. The silt fence shall prevent soil carried by runoff water from going beneath, through, or over the top of the silt fence, but shall allow the water, without soil, to pass through the fence. As determined by the Engineer, damaged and otherwise improperly functioning portions of silt fence shall be repaired and replaced by the Contractor at no additional cost to the City.

6. All temporary siltation controls shall be maintained in a satisfactory condition until such time that clearing and/or construction is completed, permanent drainage facilities are operational, and the potential for erosion has passed.
 7. All disturbed land areas unworked for ten (10) days or more shall be protected from erosion by a method approved by the Engineer.
 8. The Contractor shall designate fueling area(s) and receive approval of the Engineer prior to using the fueling area(s). All equipment must be fueled and serviced in the designated area(s). The Contractor shall clean up and restore any area contaminated with fuel, grease, oil, solvents, etc. at no additional cost to the City.
- E. Since each bidder may approach a project differently, it is the Contractor's responsibility to assess temporary water pollution/erosion control needs to maintain water quality in accordance with the requirements, conditions, and regulations of applicable codes, orders, ordinances, laws, and permits. The Contractor's bid shall reflect this assessment.
- F. Unless a specific bid item for temporary water pollution/erosion control has been provided in the Proposal/ Construction Contract, such work shall be considered incidental to and included in the various bid items of work and no separate payment shall be made.
- G. Erosion/sediment control provisions shall meet or exceed the requirements of the local agency having jurisdiction.
- H. When provisions are specified and shown on the drawings, they are the minimum requirements.
- I. Contractor shall take steps to minimize sediment-laden waters from entering receiving bodies of water.

3.02 FILTER FABRIC FENCES

- A. Filter fabric fence shall consist of filter fabric fastened to wire fabric with staples or wire rings.
- B. Wire shall be fastened to posts set at 4-foot centers.
- C. Fabric shall be buried into ground approximately 8 inches to prevent silt from washing under fabric.

3.03 PLACING CLEAR PLASTIC COVERING

- A. Clear plastic covering shall be installed on erodible embankment slopes as shown in the plans or as designated by the Engineer.

END OF SECTION 31 25 00

SECTION 31 41 00**SHORING****PART 1 – GENERAL**

1.01 RELATED WORK SPECIFIED ELSEWHERE

- 31 22 00 Grading
- 31 23 00 Excavating and Fill
- 33 40 00 Stormwater Utilities

1.02 QUALITY ASSURANCE

- A. Contractor to provide, place, and maintain responsibility for shoring, sheeting, bracing, sloping, or otherwise support the sides of trenches, and excavations, including embankments, by a means of sufficient strength to protect employees. Such shoring and associated responsibilities shall be in accordance with federal, state, and local safety requirements (the most stringent requirement prevailing).

PART 2 – PRODUCTS

2.01 SHORING SYSTEMS

- A. Materials used shall be at the Contractor's option.

PART 3 – EXECUTION

3.01 SAFETY REQUIREMENTS

- A. Shoring shall be placed in accordance with federal, state, and local safety requirements (the most stringent requirement prevailing).

3.02 SHORING SYSTEMS

- A. The Contractor to provide all shoring systems needed to protect the work, adjacent property and improvements, utilities, etc., and to provide safe working conditions.
- B. Removal of all shoring systems to be accomplished in such a manner as to fulfill all of the above requirements and shall also be accomplished in such a manner as to prevent any damage to the work.
- C. Damages resulting from improper shoring or from failure to shore shall be the sole responsibility of the Contractor.
- D. The Contractor shall submit their proposed excavation and shoring plan to the Engineer for review prior to the start of construction.

END OF SECTION 31 41 00

DIVISION 32

EXTERIOR IMPROVEMENTS

32 12 16 Asphalt Paving

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SECTION 32 12 16
ASPHALT PAVING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work included:

The work shall consist of placing one or more layers of plant mix hot asphalt (HMA) on a prepared foundation or base to the lines, grades, thickness and typical sections shown on the contract drawings. Asphaltic pavement required for this work is indicated on the drawings and includes, but is not necessarily limited to:

1. Final preparation of subgrade;
2. Mineral aggregate base course under new pavement;
3. Asphalt surfacing materials;
4. Placing Asphaltic pavement;
5. Sealing joints with existing pavement

B. Related work described elsewhere:

31 11 00	Demolition, Clearing and Grubbing
31 22 00	Grading
31 23 00	Excavating and Fill

C. Standard Specifications:

This section specifies paving which consists of asphalt concrete pavement. The following specifications make reference to standard specifications are referenced, same shall be understood to be WSDOT/APWA Standard Specifications for Road and Bridge Construction or the most current edition.

1.02 QUALITY ASSURANCE:

A. Referenced Standards:

<u>Reference</u>	<u>Title</u>
ASTM D1557-78	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.5-kg) Rammer and 18-in. (457-mm) Drop.
ASTM D994	Preformed Expansion Joint Filler for Concrete (Bituminous Type)
WSDOT	Washington State Department of Transportation and American Public Works Association, Standard Specifications for Road, Bridge, and Municipal Construction.

B. Testing:

1. Testing will be conducted by the Independent Testing Laboratory to determine compliance with the specified degree of compaction and moisture content and compressive strength of the asphalt concrete.

C. Qualifications of Workmen:

1. Provide one person who shall be thoroughly trained and experienced in the skills required, who shall be completely familiar with the design and application of work described in this section, and who shall be present at all times during the progress of the work and who shall direct all work performed under this section.
2. For actual finishing of Asphaltic surfaces and operation of the required equipment, use only personnel who are thoroughly trained and experienced in the skills required.

D. Inspection:

1. City Engineer and/or their representative will inspect the work routinely to assure compliance with the drawings and specifications.
2. Where the term standard specifications is noted same shall refer to WSDOT/APWA 2010 Standard Specifications for Road, Bridge, and Municipal Construction or most current edition.

PART 2 – PRODUCTS**2.01 PRODUCT HANDLING:****A. Protection:**

1. Use all means necessary to protect all materials before, during, and after installation.

B. Replacements:

1. In the event of damage, immediately make all repairs and replacements necessary to the approval and at no additional cost to the City.

2.02 DUST CONTROL:

- A. Use all means necessary to prevent spread of dust during performance of the work of this section. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to the public.

2.03 MINERAL AGGREGATE BASE COURSE:

- A. Aggregate base shall conform to specifications referenced in Sections 31 11 00 Demolition, Clearing and Grubbing, 31 22 00 Grading, and 31 23 00 Excavating and Fill.

2.04 ASPHALTIC MATERIALS:**A. Tack Coat**

1. Emulsified asphalt shall be Grade MC 250, Class A.

B. ASPHALT CONCRETE:

1. HMA Class 3/8 inch unless specified otherwise.

2. Aggregate: Conform to Section 31 22 00.
 3. Asphalt Binder: In accordance with PG 64-22, meeting requirements of AASHTO M 320.
 4. Mixing Asphaltic materials:
 - a. All asphalt concrete shall be hot plant mixed and shall be furnished from a commercial asphalt hot mix plant.
 - b. The mixture shall have a temperature between 300°F. and 320°F. when it leaves the plant.
- 2.05 OTHER MATERIALS:
- A. All other materials, not specifically described but required for proper and complete installation of Asphaltic pavement, shall be as selected by the Contractor subject to approval of the City.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS:

A. Inspection:

Prior to the work of this section, verify that the Asphaltic pavement may be installed in accordance with the original design, pertinent codes and regulations, and pertinent portions of referenced standards.

B. Discrepancies:

In the event of discrepancy, immediately notify the City. Do not proceed with the installation in areas of discrepancy until all such discrepancies have been resolved.

3.02 PLACEMENT OF CRUSHED SURFACING:

A. Placement:

1. Place the specified base materials over the areas to receive new paving as indicated on the drawings.
2. Achieve the thickness of base shown on the drawings.
3. Compact to a uniformly smooth and hard surface as shown on the drawings.

3.03 PLACEMENT OF ASPHALT PAVEMENT:

A. Receipt of materials:

1. City will not accept material unless it is covered with tarpaulins until unloaded, and unless it has a temperature of 280 degrees F.
2. Do not place Asphaltic pavement when the atmospheric temperature is below 45 degrees F nor in fog, rain, or other unsuitable conditions.

B. Spreading:

1. The mixture shall be laid upon an approved surface, spread, and struck off to the required grade and elevation established on the contract drawings. HMA pavers shall be self-contained, power propelled units, provided with an internally heated

vibratory screed. The HMA shall be spread in a manner which requires the least handling.

2. Spread in two layers of 0.10 feet per layer minimum.
- C. Finishing:
1. After the material has been spread to the proper depth, roll with the specified equipment until the surface is hard, smooth, and unyielding.
 2. Roll the surfaces in at least two directions until no roller marks are visible.
- D. Flood Testing
1. Schedule:
 - a. Perform a flood test in the presence of the City.
 2. Method:
 - a. Perform the flooding by use of a hose.
 - b. If a depression is found where water ponds to a depth of more than a ¼ inch, fill or otherwise correct to provide proper drainage.
 - c. Feather and smooth the edges of fill so that the joint, between fill and original surface is invisible.

END OF SECTION 32 12 16

DIVISION 33

UTILITIES

33 40 00 Stormwater Utilities

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SECTION 33 40 00
STORMWATER UTILITIES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work included

Constructing a gutter system, downspouts and piped conveyance system to connect to the existing storm drainage conveyance system.

1.02 QUALITY ASSURANCE

A. Qualification of workers:

1. Provide one person who shall be thoroughly trained and experienced in the skills required, who shall be completely familiar with the design and application of work described in this section, and who shall be present at all times during the progress of the work and who shall direct all work performed under this section.
2. For actual installation of drainage system and operation of the required equipment, use only personnel who are thoroughly trained and experienced in the skill required.

B. Inspection:

1. City and/or their representative will inspect the work routinely to assure compliance with the drawings and specifications.

C. Standards

Where the term Standard Specifications is noted, same shall refer to the WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction, current edition. The Contractor shall maintain a copy of the referenced standards (specifications and standard plans) continuously at the job site for reference.

PART 2 – PRODUCTS

2.01 PRODUCT HANDLING

A. Protection:

Use all means necessary to protect all materials before, during, and after installation.

B. Replacements:

In the event of damage, immediately make all repairs and replacements necessary to the approval and at no additional cost to the City.

2.02 PIPE

- A. Pipe materials and fittings shall be solid-wall PVC pipe and shall conform to the requirements of ASTM 3034 SDR 35.

2.03 GUTTERS

- A. Gutters shall be K style seamless aluminum 5-inch gutters with a minimum thickness of 0.027 inches. Downspouts shall be aluminum 3 inch by 4 inch with a minimum thickness of 0.024 inches.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

Prior to the work of this section, verify that the drainage system may be installed in accordance with the original design, pertinent codes and regulations, and pertinent portions of referenced standards. Excavate and determine elevation of side sewer as part of verification.

B. Discrepancies:

In the event of discrepancy, immediately notify the City. Do not proceed with the installation in areas of discrepancy until all such discrepancies have been resolved.

3.02 CONSTRUCTION

- A. Construct all features including trenching in accordance with Standard Specifications including detention pipes and structure. Provide sand bedding around all flexible pipes per Standard Specifications. Excavate and determine elevation for existing storm drainpipe. Compact pipe trench and detention system backfill to densities specified for embankment.
- B. Installation of gutters and downspout shall conform to the manufacturer's recommendations.

END OF SECTION 33 40 00

SECTION 7 APPENDICES

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APPENDIX A WAGE RATES

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is August 15, 2024. A copy of the applicable prevailing wage rates is also available for view at the office of the Owner, located at 17425 Ballinger Way NE, Lake Forest Park, WA 98155. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

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State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 08/15/2024

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	Asbestos Abatement Workers	Journey Level	\$59.07	<u>5D</u>	<u>1H</u>		View
King	Boilermakers	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		View
King	Brick Mason	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
King	Brick Mason	Pointer-Caulker-Cleaner	\$69.07	<u>7E</u>	<u>1N</u>		View
King	Building Service Employees	Janitor	\$29.33	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Traveling Waxer/Shampooer	\$29.78	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$32.93	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Scaffold)	\$33.93	<u>5S</u>	<u>2F</u>		View
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		<u>1</u>		View
King	Carpenters	Acoustical Worker	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Floor Layer & Floor Finisher	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Scaffold Erector	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Cement Masons	Application of all Composition Mastic	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of all Epoxy Material	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of all Plastic Material	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of Sealing Compound	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of Underlayment	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Building General	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Composition or Kalman Floors	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Concrete Paving	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curb & Gutter Machine	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curb & Gutter, Sidewalks	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curing Concrete	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Finish Colored Concrete	\$72.87	<u>15J</u>	<u>4U</u>		View

King	Cement Masons	Floor Grinding	\$72.87	<u>15J</u>	<u>4U</u>		Section 9, ItemA.
King	Cement Masons	Floor Grinding/Polisher	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Green Concrete Saw, self-powered	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Grouting of all Plates	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Grouting of all Tilt-up Panels	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Guniting Nozzleman	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Hand Powered Grinder	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Journey Level	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Patching Concrete	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Pneumatic Power Tools	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Power Chipping & Brushing	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Sand Blasting Architectural Finish	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Screed & Rodding Machine	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Spackling or Skim Coat Concrete	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Troweling Machine Operator	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Tunnel Workers	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$129.71	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Dive Supervisor/Master	\$93.94	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Diver	\$129.71	<u>15J</u>	<u>4C</u>	<u>8V</u>	View
King	Divers & Tenders	Diver On Standby	\$88.94	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Diver Tender	\$80.82	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$93.26	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$118.76	<u>15J</u>	<u>4C</u>		View

						Section 9, Item A.	
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	15J	4C		
King	Divers & Tenders	Manifold Operator	\$80.82	15J	4C		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$85.82	15J	4C		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$80.82	15J	4C		View
King	Divers & Tenders	Remote Operated Vehicle Tender	\$75.41	15J	4C		View
King	Dredge Workers	Assistant Engineer	\$79.62	5D	3F		View
King	Dredge Workers	Assistant Mate (Deckhand)	\$79.01	5D	3F		View
King	Dredge Workers	Boatmen	\$79.62	5D	3F		View
King	Dredge Workers	Engineer Welder	\$81.15	5D	3F		View
King	Dredge Workers	Leverman, Hydraulic	\$82.77	5D	3F		View
King	Dredge Workers	Mates	\$79.62	5D	3F		View
King	Dredge Workers	Oiler	\$79.01	5D	3F		View
King	Drywall Applicator	Journey Level	\$75.73	15O	11S		View
King	Drywall Tapers	Journey Level	\$75.73	15O	11S		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$38.69	5L	1E		View
King	Electricians - Inside	Cable Splicer	\$109.35	7C	4E		View
King	Electricians - Inside	Cable Splicer (tunnel)	\$117.52	7C	4E		View
King	Electricians - Inside	Certified Welder	\$105.63	7C	4E		View
King	Electricians - Inside	Certified Welder (tunnel)	\$113.43	7C	4E		View
King	Electricians - Inside	Construction Stock Person	\$51.53	7C	4E		View
King	Electricians - Inside	Journey Level	\$101.92	7C	4E		View
King	Electricians - Inside	Journey Level (tunnel)	\$109.35	7C	4E		View
King	Electricians - Motor Shop	Journey Level	\$48.68	5A	1B		View
King	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
King	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
King	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View
King	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
King	Electronic Technicians	Journey Level	\$65.66	7E	1E		View
King	Elevator Constructors	Mechanic	\$111.26	7D	4A		View
King	Elevator Constructors	Mechanic In Charge	\$120.27	7D	4A		View

							Section 9, Item A.	
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$21.34	<u>5B</u>	<u>1R</u>			
King	Fence Erectors	Fence Erector	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Fence Erectors	Fence Laborer	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Flaggers	Journey Level	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Glaziers	Journey Level	\$79.16	<u>7L</u>	<u>1Y</u>		<u>View</u>	
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$87.15	<u>15H</u>	<u>11C</u>		<u>View</u>	
King	Heating Equipment Mechanics	Journey Level	\$96.42	<u>7F</u>	<u>1E</u>		<u>View</u>	
King	Hod Carriers & Mason Tenders	Journey Level	\$62.49	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Industrial Power Vacuum Cleaner	Journey Level	\$16.28		<u>1</u>		<u>View</u>	
King	Inland Boatmen	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		<u>View</u>	
King	Inland Boatmen	Cook	\$56.48	<u>5B</u>	<u>1K</u>		<u>View</u>	
King	Inland Boatmen	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		<u>View</u>	
King	Inland Boatmen	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		<u>View</u>	
King	Inland Boatmen	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		<u>View</u>	
King	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>		<u>View</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	\$49.48	<u>15M</u>	<u>11O</u>		<u>View</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	\$49.48	<u>15M</u>	<u>11O</u>		<u>View</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$49.48	<u>15M</u>	<u>11O</u>		<u>View</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$47.41	<u>15M</u>	<u>11O</u>		<u>View</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$41.20	<u>15M</u>	<u>11O</u>		<u>View</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	\$44.31	<u>15M</u>	<u>11O</u>		<u>View</u>	
King	Insulation Applicators	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		<u>View</u>	
King	Ironworkers	Journeyman	\$87.80	<u>15K</u>	<u>11N</u>		<u>View</u>	
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Laborers	Airtrac Drill Operator	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Laborers	Ballast Regular Machine	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Laborers	Batch Weighman	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Laborers	Brick Pavers	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Laborers	Brush Cutter	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Laborers	Brush Hog Feeder	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Laborers	Burner	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Laborers	Caisson Worker	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Laborers	Carpenter Tender	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>	
King	Laborers	Cement Dumper-paving	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>Vi</u>	

King	Laborers	Cement Finisher Tender	\$59.07	15J	11P	Section 9, ItemA.	
King	Laborers	Change House Or Dry Shack	\$59.07	15J	11P	8Y	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	15J	11P	8Y	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$59.07	15J	11P	8Y	View
King	Laborers	Choker Setter	\$59.07	15J	11P	8Y	View
King	Laborers	Chuck Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Clary Power Spreader	\$60.15	15J	11P	8Y	View
King	Laborers	Clean-up Laborer	\$59.07	15J	11P	8Y	View
King	Laborers	Concrete Dumper/Chute Operator	\$60.15	15J	11P	8Y	View
King	Laborers	Concrete Form Stripper	\$59.07	15J	11P	8Y	View
King	Laborers	Concrete Placement Crew	\$60.15	15J	11P	8Y	View
King	Laborers	Concrete Saw Operator/Core Driller	\$60.15	15J	11P	8Y	View
King	Laborers	Crusher Feeder	\$50.07	15J	11P	8Y	View
King	Laborers	Curing Laborer	\$59.07	15J	11P	8Y	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	15J	11P	8Y	View
King	Laborers	Ditch Digger	\$59.07	15J	11P	8Y	View
King	Laborers	Diver	\$60.90	15J	11P	8Y	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$60.15	15J	11P	8Y	View
King	Laborers	Dry Stack Walls	\$59.07	15J	11P	8Y	View
King	Laborers	Dump Person	\$59.07	15J	11P	8Y	View
King	Laborers	Epoxy Technician	\$59.07	15J	11P	8Y	View
King	Laborers	Erosion Control Worker	\$59.07	15J	11P	8Y	View
King	Laborers	Faller & Bucker Chain Saw	\$60.15	15J	11P	8Y	View
King	Laborers	Fine Graders	\$59.07	15J	11P	8Y	View
King	Laborers	Firewatch	\$50.07	15J	11P	8Y	View
King	Laborers	Form Setter	\$60.15	15J	11P	8Y	View
King	Laborers	Gabian Basket Builders	\$59.07	15J	11P	8Y	View
King	Laborers	General Laborer	\$59.07	15J	11P	8Y	View
King	Laborers	Grade Checker & Transit Person	\$62.49	15J	11P	8Y	View
King	Laborers	Grinders	\$59.07	15J	11P	8Y	View
King	Laborers	Grout Machine Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$60.15	15J	11P	8Y	View
King	Laborers	Guardrail Erector	\$59.07	15J	11P	8Y	View
King	Laborers	Hazardous Waste Worker (Level A)	\$60.90	15J	11P	8Y	View
King	Laborers	Hazardous Waste Worker (Level B)	\$60.15	15J	11P	8Y	View
King	Laborers	Hazardous Waste Worker (Level C)	\$59.07	15J	11P	8Y	View
King	Laborers	High Scaler	\$60.90	15J	11P	8Y	View
King	Laborers	Jackhammer	\$60.15	15J	11P	8Y	View
King	Laborers	Laserbeam Operator	\$60.15	15J	11P	8Y	View

							Section 9, Item A.	
King	Laborers	Maintenance Person	\$59.07	15J	11P			
King	Laborers	Manhole Builder-Mudman	\$60.15	15J	11P	8Y	View	
King	Laborers	Material Yard Person	\$59.07	15J	11P	8Y	View	
King	Laborers	Mold Abatement Worker	\$59.07	15J	11P	8Y	View	
King	Laborers	Motorman-Dinky Locomotive	\$62.59	15J	11P	8Y	View	
King	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	15J	11P	8Y	View	
King	Laborers	Pavement Breaker	\$60.15	15J	11P	8Y	View	
King	Laborers	Pilot Car	\$50.07	15J	11P	8Y	View	
King	Laborers	Pipe Layer (Lead)	\$62.49	15J	11P	8Y	View	
King	Laborers	Pipe Layer/Tailor	\$60.15	15J	11P	8Y	View	
King	Laborers	Pipe Pot Tender	\$60.15	15J	11P	8Y	View	
King	Laborers	Pipe Reliner	\$60.15	15J	11P	8Y	View	
King	Laborers	Pipe Wrapper	\$60.15	15J	11P	8Y	View	
King	Laborers	Pot Tender	\$59.07	15J	11P	8Y	View	
King	Laborers	Powderman	\$60.90	15J	11P	8Y	View	
King	Laborers	Powderman's Helper	\$59.07	15J	11P	8Y	View	
King	Laborers	Power Jacks	\$60.15	15J	11P	8Y	View	
King	Laborers	Railroad Spike Puller - Power	\$60.15	15J	11P	8Y	View	
King	Laborers	Raker - Asphalt	\$62.49	15J	11P	8Y	View	
King	Laborers	Re-timberman	\$60.90	15J	11P	8Y	View	
King	Laborers	Remote Equipment Operator	\$60.15	15J	11P	8Y	View	
King	Laborers	Rigger/Signal Person	\$60.15	15J	11P	8Y	View	
King	Laborers	Rip Rap Person	\$59.07	15J	11P	8Y	View	
King	Laborers	Rivet Buster	\$60.15	15J	11P	8Y	View	
King	Laborers	Rodder	\$60.15	15J	11P	8Y	View	
King	Laborers	Scaffold Erector	\$59.07	15J	11P	8Y	View	
King	Laborers	Scale Person	\$59.07	15J	11P	8Y	View	
King	Laborers	Sloper (Over 20")	\$60.15	15J	11P	8Y	View	
King	Laborers	Sloper Sprayer	\$59.07	15J	11P	8Y	View	
King	Laborers	Spreader (Concrete)	\$60.15	15J	11P	8Y	View	
King	Laborers	Stake Hopper	\$59.07	15J	11P	8Y	View	
King	Laborers	Stock Piler	\$59.07	15J	11P	8Y	View	
King	Laborers	Swinging Stage/Boatswain Chair	\$50.07	15J	11P	8Y	View	
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	15J	11P	8Y	View	
King	Laborers	Tamper (Multiple & Self-propelled)	\$60.15	15J	11P	8Y	View	
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	15J	11P	8Y	View	
King	Laborers	Toolroom Person (at Jobsite)	\$59.07	15J	11P	8Y	View	
King	Laborers	Topper	\$59.07	15J	11P	8Y	View	
King	Laborers	Track Laborer	\$59.07	15J	11P	8Y	View	

King	Laborers	Track Liner (Power)	\$60.15	<u>15J</u>	<u>11P</u>	Section 9, ItemA.	
King	Laborers	Traffic Control Laborer	\$53.54	<u>15J</u>	<u>11P</u>	<u>9C</u>	<u>View</u>
King	Laborers	Traffic Control Supervisor	\$56.73	<u>15J</u>	<u>11P</u>	<u>9C</u>	<u>View</u>
King	Laborers	Truck Spotter	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Tugger Operator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	Laborers	Tunnel Work-Guage and Lock Tender	\$62.59	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Tunnel Work-Miner	\$62.59	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Vibrator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Vinyl Seamer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Watchman	\$45.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Welder	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Well Point Laborer	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Window Washer/Cleaner	\$45.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers - Underground Sewer & Water	Pipe Layer	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Landscape Construction	Landscape Operator	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Landscape Maintenance	Groundskeeper	\$17.87		<u>1</u>		<u>View</u>
King	Lathers	Journey Level	\$75.73	<u>15Q</u>	<u>11S</u>		<u>View</u>
King	Marble Setters	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		<u>View</u>
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	<u>15I</u>	<u>11E</u>		<u>View</u>
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	<u>15I</u>	<u>11E</u>		<u>View</u>
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	<u>15I</u>	<u>11E</u>		<u>View</u>
King	Metal Fabrication (In Shop)	Welder/Burner	\$39.28	<u>15I</u>	<u>11E</u>		<u>View</u>
King	Millwright	Journey Level	\$76.51	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Modular Buildings	Cabinet Assembly	\$16.28		<u>1</u>		<u>View</u>
King	Modular Buildings	Electrician	\$16.28		<u>1</u>		<u>View</u>

King	Modular Buildings	Equipment Maintenance	\$16.28		1		Section 9, ItemA.
King	Modular Buildings	Plumber	\$16.28		1		View
King	Modular Buildings	Production Worker	\$16.28		1		View
King	Modular Buildings	Tool Maintenance	\$16.28		1		View
King	Modular Buildings	Utility Person	\$16.28		1		View
King	Modular Buildings	Welder	\$16.28		1		View
King	Painters	Journey Level	\$51.71	6Z	11J		View
King	Pile Driver	Crew Tender	\$80.82	15J	4C		View
King	Pile Driver	Journey Level	\$75.41	15J	4C		View
King	Plasterers	Journey Level	\$70.91	7Q	1R		View
King	Plasterers	Nozzleman	\$74.91	7Q	1R		View
King	Playground & Park Equipment Installers	Journey Level	\$16.28		1		View
King	Plumbers & Pipefitters	Journey Level	\$103.19	6Z	1G		View
King	Power Equipment Operators	Asphalt Plant Operators	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Assistant Engineer	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Boat Operator	\$83.95	7A	11H	8X	View
King	Power Equipment Operators	Bobcat	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Brooms	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Bump Cutter	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Cableways	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Chipper	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Compressor	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Conveyors	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$86.48	7A	11H	8X	View
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$78.95	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$83.20	7A	11H	8X	View

						Section 9, Item A.	
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	7A	11H		
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	7A	11H	8X	View
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H	8X	View
King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators	Crusher	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Derricks, On Building Work	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Dozers D-9 & Under	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Drilling Machine	\$84.46	15J	11G	8X	View
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Gradechecker/Stakeman	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Guardrail Punch	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H	8X	View
King	Power Equipment Operators	Leverman	\$85.33	15J	11G	8X	View
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$83.62	15J	11G	8X	View

							Section 9, Item A.	
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$82.88	<u>15J</u>	<u>11G</u>			
King	Power Equipment Operators	Loaders, Plant Feed	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Locomotives, All	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Material Transfer Device	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Motor Patrol Graders	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Pavement Breaker	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Posthole Digger, Mechanical	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Power Plant	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Pumps - Water	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Rigger and Bellman	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	View	
King	Power Equipment Operators	Rollagon	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Saws - Concrete	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View	

							Section 9, Item A.	
King	Power Equipment Operators	Service Engineers: Equipment	\$82.25	15J	11G		8X	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$78.65	15J	11G		8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$82.25	15J	11G		8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$83.62	15J	11G		8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$82.88	15J	11G		8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$84.46	15J	11G		8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$85.33	15J	11G		8X	View
King	Power Equipment Operators	Slipform Pavers	\$83.62	15J	11G		8X	View
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$83.62	15J	11G		8X	View
King	Power Equipment Operators	Subgrader Trimmer	\$82.88	15J	11G		8X	View
King	Power Equipment Operators	Tower Bucket Elevators	\$82.25	15J	11G		8X	View
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	7A	11H		8X	View
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$84.77	7A	11H		8X	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$86.48	7A	11H		8X	View
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$83.62	15J	11G		8X	View
King	Power Equipment Operators	Trenching Machines	\$82.25	15J	11G		8X	View
King	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	7A	11H		8X	View
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$82.56	7A	11H		8X	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$82.88	15J	11G		8X	View
King	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$82.88	15J	11G		8X	View
King	Power Equipment Operators	Welder	\$83.62	15J	11G		8X	View
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$78.65	15J	11G		8X	View
King	Power Equipment Operators	Yo Yo Pay Dozer	\$82.88	15J	11G		8X	View
King	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$83.62	15J	11G		8X	View
King	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$78.65	15J	11G		8X	View
King	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$82.88	15J	11G		8X	View
King	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$82.88	15J	11G		8X	View
King	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$83.95	7A	11H		8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$78.65	15J	11G		8X	View
King	Power Equipment Operators-	Brokk - Remote Demolition	\$78.65	15J	11G		8X	View

Underground Sewer & Water		Equipment				Section 9, Item A.	
King	Power Equipment Operators-Underground Sewer & Water	Brooms	\$78.65	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$82.88	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$83.62	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$82.88	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$78.65	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$78.65	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$82.25	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$83.62	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$82.88	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$82.25	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$86.48	<u>7A</u>	<u>11H</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$78.95	<u>7A</u>	<u>11H</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	<u>7A</u>	<u>11H</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$83.20	<u>7A</u>	<u>11H</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	<u>7A</u>	<u>11H</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	<u>7A</u>	<u>11H</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	<u>7A</u>	<u>11H</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$85.66	<u>7A</u>	<u>11H</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	<u>7A</u>	<u>11H</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Crusher	\$82.88	<u>15J</u>	<u>11G</u>	8X	<u>View</u>
King	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$82.88	<u>15J</u>	<u>11G</u>	8X	<u>View</u>

							Section 9, Item A.	
King	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$83.62	<u>15J</u>	<u>11G</u>			
King	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Leverman	\$85.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	

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King	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$83.62	<u>15J</u>	<u>11G</u>			
King	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	

							Section 9, Item A.	
King	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$82.25	<u>15J</u>	<u>11G</u>			
King	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$85.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Spreader, Toppers & Screedman	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$86.48	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>	
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	<u>5A</u>	<u>4A</u>		<u>View</u>	

King	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	<u>5A</u>	<u>4A</u>	Section 9, ItemA.	
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	<u>5A</u>	<u>4A</u>		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	<u>5A</u>	<u>4A</u>		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	<u>5A</u>	<u>4A</u>		View
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$95.89	<u>6Z</u>	<u>1G</u>		View
King	Residential Brick Mason	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
King	Residential Carpenters	Journey Level	\$36.44		<u>1</u>		View
King	Residential Cement Masons	Journey Level	\$46.64		<u>1</u>		View
King	Residential Drywall Applicators	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Residential Drywall Tapers	Journey Level	\$36.36		<u>1</u>		View
King	Residential Electricians	Journey Level	\$48.80		<u>1</u>		View
King	Residential Glaziers	Journey Level	\$28.93		<u>1</u>		View
King	Residential Insulation Applicators	Journey Level	\$28.18		<u>1</u>		View
King	Residential Laborers	Journey Level	\$29.73		<u>1</u>		View
King	Residential Marble Setters	Journey Level	\$27.38		<u>1</u>		View
King	Residential Painters	Journey Level	\$23.47		<u>1</u>		View
King	Residential Plumbers & Pipefitters	Journey Level	\$45.40		<u>1</u>		View
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$96.42	<u>7F</u>	<u>1E</u>		View
King	Residential Sheet Metal Workers	Journey Level	\$96.42	<u>7F</u>	<u>1E</u>		View
King	Residential Soft Floor Layers	Journey Level	\$57.11	<u>5A</u>	<u>3J</u>		View
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$63.61		<u>1</u>		View
King	Residential Stone Masons	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
King	Residential Terrazzo Workers	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		View
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		<u>1</u>		View
King	Residential Tile Setters	Journey Level	\$21.04		<u>1</u>		View
King	Roofers	Journey Level	\$64.45	<u>5A</u>	<u>3H</u>		View
King	Roofers	Using Irritable Bituminous Materials	\$67.39	<u>5A</u>	<u>3H</u>		View
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$96.42	<u>7F</u>	<u>1E</u>		View
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$43.16	<u>7V</u>	<u>1</u>		View
King	Shipbuilding & Ship Repair	New Construction Electrician	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>		View
King	Shipbuilding & Ship Repair	New Construction Laborer	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Machinist	\$51.85	<u>7X</u>	<u>4J</u>		View

King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$43.16	<u>7V</u>	1	Section 9, ItemA.	
King	Shipbuilding & Ship Repair	New Construction Painter	\$51.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Rigger	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$43.16	<u>7V</u>	1		View
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$51.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Sign Makers & Installers (Electrical)	Journey Level	\$58.04	<u>0</u>	1		View
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$37.08	<u>0</u>	1		View
King	Soft Floor Layers	Journey Level	\$66.32	<u>15J</u>	<u>4C</u>		View
King	Solar Controls For Windows	Journey Level	\$16.28		1		View
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$95.49	<u>5C</u>	<u>1X</u>		View
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.28		1		View
King	Stone Masons	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		1		View
King	Surveyors	Assistant Construction Site Surveyor	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Chainman	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Construction Site Surveyor	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Ground Penetrating Radar Operator	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Telecommunication Technicians	Journey Level	\$65.66	<u>7E</u>	<u>1E</u>		View

King	Telephone Line Construction - Outside	Cable Splicer	\$40.36	<u>5A</u>	<u>2B</u>	Section 9, ItemA.	
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.92	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$33.74	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Lineperson	\$38.15	<u>5A</u>	<u>2B</u>		View
King	Terrazzo Workers	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		View
King	Tile Setters	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		View
King	Tile, Marble & Terrazzo Finishers	Finisher	\$53.19	<u>7E</u>	<u>1N</u>		View
King	Traffic Control Stripers	Journey Level	\$89.54	<u>15L</u>	<u>1K</u>		View
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$74.02	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck	\$74.02	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck & Trailer	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Other Trucks	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers - Ready Mix	Transit Mix	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		<u>1</u>		View
King	Well Drillers & Irrigation Pump Installers	Oiler	\$16.28		<u>1</u>		View
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>		View

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued**4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

11. F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.
- J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

Overtime Codes Continued

11. M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.

- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.

Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.
- In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R. On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.
- All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Benefit Code Key – Effective 3/2/2024 thru 8/30/2024 (Updated 3/20/2024)

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Benefit Code Key – Effective 3/2/2024 thru 8/30/2024 (Updated 3/20/2024)

Holiday Codes Continued

7. G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

Holiday Codes Continued

7. X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Holiday Codes Continued

15. N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

Note Codes Continued

8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

Note Codes Continued

9. F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

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APPENDIX B
GEOTECHNICAL REPORT

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ALASKA
CALIFORNIA
COLORADO
FLORIDA
MINNESOTA
MISSOURI
OREGON
WASHINGTON

March 24, 2011

Mr. Jason Henry, P.E.
Hammond Collier Wade Livingstone
4010 Stone Way North, Suite 300
Seattle, WA 98103

**RE: AMENDMENT TO GEOTECHNICAL REPORT FOUNDATION DESIGN
RECOMMENDATION, LAKE FOREST PARK PUBLIC WORKS MATERIAL
BIN COVER PROJECT, LAKE FOREST PARK, WASHINGTON**

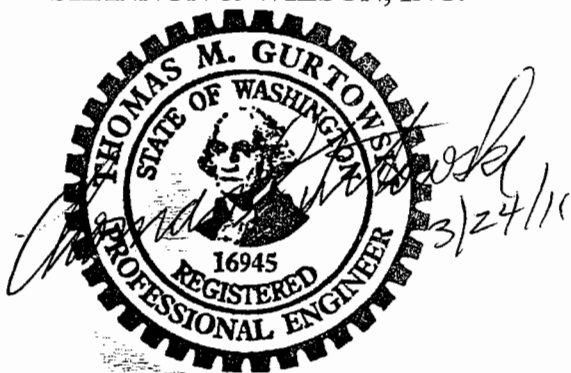
Dear Mr. Henry:

This letter provides an amendment to Section 5.2, Foundation Design Recommendations, of our Lake Forest Park Public Works Material Bin Cover Project geotechnical report, dated March 4, 2011. We estimate ultimate footing bearing capacity to be 6,000 pounds per square foot. At this pressure, a 4-foot-wide square footing could settle approximately 2 inches and a 2-foot-wide square footing could settle approximately 1 inch. Settlement is elastic and occurs as load is applied. We recommend a resistance factor of 0.7 for cohesionless soils, per NEHRP Recommended Seismic Provisions for New Buildings and Other Structures, FEMA P-750 (2009) Resource Paper 4.

Please call me at (206) 695-6801 if you have any questions about this amendment or if we may be of further service to you.

Sincerely,

SHANNON & WILSON, INC.



Thomas M. Gurtowski, P.E.
Vice President

TMG/hkw

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21-1-21483-001

March 4, 2011

Submitted To:
Mr. Jason Henry, P.E.
Hammond Collier Wade Livingstone
4010 Stone Way North, Suite 300
Seattle, Washington 98103

By:
Shannon & Wilson, Inc.
400 N 34th Street, Suite 100
Seattle, Washington 98103

21-1-21483-001

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- 1 Vicinity Map
- 2 Site and Exploration Plan
- 3 Typical Below-grade Wall and Floor Slab Subdrainage and Backfill

APPENDICES

- A Previous Subsurface Explorations
- B Important Information About Your Geotechnical/Environmental Report

**GEOTECHNICAL REPORT
LAKE FOREST PARK PUBLIC WORKS MATERIAL BIN COVER PROJECT
LAKE FOREST PARK, WASHINGTON**

1.0 INTRODUCTION

This report presents geotechnical engineering conclusions and recommendations for the proposed Lake Forest Park Public Works Material Bin Cover project in Lake Forest Park, Washington. The project is located at 19201 Ballinger Way, as shown in Vicinity Map, Figure 1. This report presents a summary of previous test pit explorations, subsurface soil conditions, and the results of engineering studies and analyses.

Our scope of services was completed in general accordance with our Proposal for Geotechnical Services, dated July 23, 2010.

2.0 SITE AND PROJECT DESCRIPTION

An existing maintenance facility building and two series of uncovered material holding bins constructed of ecology blocks and asphalt parking occupy the project site.

It is our understanding that the proposed material bin cover project will consist of constructing two 58- by 25-foot roofed structures over both sets of existing material bins. Columns on spread footings will support the roofed structure. The existing slab-on-grade at the material bin structures will be incorporated into the new construction.

3.0 PREVIOUS SUBSURFACE EXPLORATIONS

Four test pits, designated TP-1 to TP-4, were previously excavated and sampled on June 19, 2002, at the approximate locations shown in the Site and Exploration Plan, Figure 2. The previous test pits were excavated to depths of approximately 4.0 to 8.0 feet. These explorations were part of Shannon & Wilson, Inc. geotechnical efforts to generally characterize subsurface conditions for the Lake Forest Park Public Works Maintenance Facility Project, Lake Forest, Washington. The results of the previous subsurface explorations are presented in our technical memorandum, Shannon & Wilson, Inc. Technical Memorandum, Subsurface Explorations, Public Works Maintenance Facility, Lake Forest Park, Washington, June 2002. Test pits TP-3 and TP-4 are closest to the proposed material bin covers. We have summarized the results in this report, as they pertain to the proposed Material Bin Cover project. Detailed descriptions of the soil encountered in the test pits are presented in Figures A-2 through A-5 of Appendix A.

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4.0 SITE SUBSURFACE CONDITIONS

4.1 General

Locations of previous soil explorations and proposed structures are shown in the Site and Exploration Plan, Figure 2.

Subsurface soil conditions were predominately characterized based on the logs of two previous test pit explorations, designated TP- 3 and TP-4, which are closest to the proposed material bin covers. The explorations indicated fill approximately 2 feet below the ground surface that generally consists of loose, silty, gravelly sand with scattered organics. Based on previous explorations, fill varies in composition, density, and thickness. Underlying fill at TP-4 was stiff, sandy, silty clay with gravel. This soil would be suitable to support spread footings.

Fill may be up to 8 feet thick, as observed in TP-1, and may contain silt, sand, and debris (i.e., tree stumps, roots, and construction debris). Cobbles and up to 3-foot-diameter boulders were encountered in TP-2 and TP-3 and could be included in the matrix of the native material.

4.2 Groundwater

Soil samples were classified as moist and groundwater was not observed except in test pit TP-1 at a depth of 8.0 feet. TP-1 is located approximately 150 feet from the proposed structures. It is possible that during prolonged wet weather conditions, the perched groundwater could be exposed at shallower depths than 8.0 feet.

5.0 ENGINEERING CONCLUSIONS AND RECOMMENDATIONS

5.1 General

Based on the results of the previous explorations and laboratory testing, we performed engineering analyses to develop recommendations for design of the proposed material bin cover. The following list is based on our understanding of the existing subsurface conditions and the proposed site layout. Our analyses include:

- Evaluation of subsurface conditions and site geology
- Foundation design
- Floor slabs and underslab drainage
- Construction considerations

5.2 Foundation Design Recommendations

We understand that the proposed material bin covers will be supported on spread footings. Based on the subsurface conditions encountered in the test pit explorations, it is our opinion that footings could be designed for an allowable bearing pressure of up to 2,000 pounds per square foot. We recommend that the allowable bearing capacities be increased by one-third when used with alternative basic load combinations that include wind or earthquake loads. This recommendation is in accordance with the International Building Code (IBC) 2009, Section 1806.

The allowable bearing capacity is based on the assumption that the subgrade preparation and our compaction recommendations are followed. If fill as described herein or unanticipated loose, soft, or unsuitable soil is encountered beneath footings, it should be removed and replaced with compacted structural fill. Structural fill should be compacted to a dense, unyielding condition according to our recommendations presented in Section 5.5.2, Fill Placement, Compaction and Use of On-site Soils.

5.3 Floor Slabs

We recommend that slab-on-grade be supported by dense, native soil or compacted structural fill placed directly onto dense or stiff, native soil. If unanticipated loose, soft, or unsuitable soil is encountered, it should be removed and replaced with compacted structural fill. Structural fill should be compacted to a dense, unyielding condition according to our recommendations presented in Section 5.5.2, Fill Placement, Compaction and Use of On-Site Soils. A modulus of subgrade reaction of 150 pounds per cubic inch may be used to design the slab, assuming dense structural fill or native subgrades will be present.

We recommend placing a capillary break consisting of a minimum 4-inch layer of washed pea gravel ($\frac{3}{8}$ -inch to No. 8 sieve size), or $\frac{5}{8}$ -inch-minus crushed rock, as shown in Figure 3, Typical Below-grade Wall and Floor Slab Subdrainage and Backfill. We recommend a 10-mil-thick vapor barrier be installed only under slabs of heated spaces.

5.4 Subdrainage and Surface Water Drainage Control

We recommend installing a subdrain system along the outside of the perimeter footings to prevent the buildup of hydrostatic pressures. The subdrain system should consist of a perforated or slotted, 4-inch (minimum)-diameter plastic pipe bedded in $\frac{3}{8}$ -inch to No. 8 size, washed pea gravel. Refer to Figure 3 for typical wall subdrainage and backfilling recommendations. A

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perimeter subdrain is not necessary if the slab is 18 inches or more above surrounding ground elevation or shallow (less than approximately 4 feet deep) continuous wall footings are designed.

Where a perforated or slotted drain pipe from a subdrain system connects into a tightline, we recommend that a low-permeability concrete collar or dam be placed along the first 2 feet of the tightline to force all water into the tightline. Cleanouts should be provided at convenient locations along all drain lines, such as at the building corners.

To promote surface water drainage, provisions should be made to direct it away from structures and to prevent water from seeping into the ground adjacent to the structures. Ground surface should be sloped away and surface and downspout water should not be introduced into site backfill. Surface water should be collected in catch basins and, along with downspout water, be conveyed in a nonperforated pipe (tightline) to an approved discharge point.

5.5 Earthwork

5.5.1 General

In our opinion, earthwork operations can be accomplished with conventional excavation equipment (hydraulic excavators, etc.). Following site preparation, earthwork operations can proceed.

5.5.2 Fill Placement, Compaction, and Use of On-site Material

We do not recommend the reuse of on-site fill materials at the project site due to the expected construction debris, organics, and high (>20 percent) fines content of these soils.

Structural fill should be placed in uniform lifts and compacted to a dense and unyielding condition, to at least 95 percent of the Modified Proctor maximum dry density (ASTM International D 1557-09). The thickness of soil layers before compaction should not exceed 8 inches for heavy equipment compactors or 4 inches for hand-operated mechanical compactors.

5.5.3 Imported Structural Fill

Imported structural fill soil should consist of a well-graded mixture of sand and gravel, free of organics, debris, and rubbish, and should contain not more than 15 percent fines (material passing the No. 200 mesh sieve, based on the minus ¾-inch fraction). The fines should be nonplastic and the moisture content of the soil should be within ±2 percent of optimum. All imported structural fill should have a maximum particle size of 3 inches.

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During wet weather or in wet conditions where control of soil moisture is difficult, imported structural fill material should consist of clean, granular soil, of which not more than 5 percent by dry weight passes the No. 200 mesh sieve, based on wet sieving the fraction passing the 3/4-inch sieve. The fines should be nonplastic.

5.6 Groundwater Control

Groundwater was not observed during test pit excavation and is not likely to be encountered during construction. If groundwater is encountered, sumps and pumps can likely remove accumulations and flows of groundwater into open excavations installed in the bottom of the excavations.

6.0 CONSTRUCTION CONSIDERATIONS

6.1 Obstructions

Unanticipated conditions are commonly encountered and cannot be fully determined by merely taking soil samples or making explorations. Construction debris was encountered in the test pit excavations and could impact excavations.

6.2 Erosion Control

The Contractor should employ proper erosion control measures during construction, especially if construction takes place during wet weather. Covering work areas, soil stockpiles, or slopes with plastic sheeting held down with sandbags, use of sumps to remove accumulations of rainwater, and other measures should be employed as necessary to permit proper completion of the work. Bales of straw, geotextile silt fences, and drain inlet sediment screens/collection systems should be appropriately located to control sediment movement and soil erosion.

6.3 Wet Weather Earthwork

Wet weather generally begins about mid-October and continues through about May, although rainy periods may occur at any time of year. Some of the soil at the site contains sufficient silts and fines to produce an unstable mixture when wet. Such soils are susceptible to changes in water content and they tend to become unstable and difficult or impossible to compact if their moisture content significantly exceeds the optimum. If earthwork at the site continues into the wet season, or if wet conditions are encountered, we recommend the following:

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- The ground surface in and surrounding the construction area should be sloped as much as possible to promote runoff of precipitation away from work areas and to prevent ponding of water.
- Fill material should consist of clean, well-graded, pit-run sand and gravel soils, of which not more than 5 percent fines by dry weight pass the No. 200 mesh sieve, based on wet sieving the fraction passing the ¾-inch mesh sieve. The gravel content should range from between 20 to 60 percent retained on a No. 4 mesh sieve. The fines should be nonplastic.
- No soil should be left uncompacted and exposed to moisture. A smooth-drum vibratory roller or equivalent should roll the surface to seal out as much water as possible.
- In-place soils or fill soils that become wet and unstable and/or too wet to suitably compact should be removed and replaced with clean, granular soil.
- Excavation and placement of structural fill material should be observed on a full-time basis by a geotechnical engineer (or representative) experienced in earthwork to determine that all work is being accomplished in accordance with the project specifications and our recommendations.
- Grading and earthwork should not be accomplished during periods of heavy, continuous rainfall.

We suggest that these recommendations for wet weather earthwork be included in the contract specifications.

7.0 CONSTRUCTION OBSERVATION ASSUMPTIONS

For this project, we will assign an experienced geotechnical field representative who will be onsite during footing and slab subgrade preparation and other earthwork as necessary. We will observe and evaluate foundation construction activities to confirm that they are accomplished in accordance with our recommendations and the approved project plans.

Our services will be provided on a full-time or on-call basis as required by the construction activities. We will rely on the Contractor to inform us of the times that we are needed at the project site. At least 24 hours advance notice is requested. Additional services, as required by conditions at the project site, will be provided at the request of the Owner. Additional authorization may be required for services that are beyond our currently anticipated scope of work.

While at the project site, our field representative will advise the Contractor of our observations and opinions. Recommendations that may affect the contract costs will be made to the Owner or

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their designated representative. We will contact the Owner or their representative directly if and when any immediate action needs to be taken. Our duties will not include any review or responsibility for the adequacy of the safety measures at or near the site, or any environmental assessment or evaluation regarding the presence or absence of hazardous or toxic materials in the soil, surface water, groundwater, or air at this project site.

Our field representative will prepare daily field activity reports (FARs) summarizing the day's work, including the locations of the work area and our opinions regarding the adequacy of the work. Copies of our daily FARs will be sent to the City of Lake Forest Park. Please inform us if additional copies are required.

Office supervision and engineering services related to our fieldwork will be required. Mr. Martin Page will be project manager and will provide engineering consulting services, as required, such as: (a) making visits to the site to review unusual conditions, (b) making engineering evaluations and providing recommendations as conditions dictate, (c) attending meetings, (d) supervising field personnel, and (e) providing other services as requested by the Owner.

8.0 LIMITATIONS

This report was prepared for the exclusive use of the City of Lake Forest Park and Hammond Collier Wade Livingstone for specific application to design of facilities discussed in this report. The report is provided for information of factual data only, and not as a warranty of subsurface conditions, such as those interpreted from the exploration logs and discussions of subsurface conditions included in this report.

The analyses, conclusions, and recommendations contained in this report are based on site conditions as they presently exist. We assume that the results of the exploratory test pits made for this project represent the subsurface conditions throughout the sites; i.e., the subsurface conditions everywhere are not significantly different from those disclosed by the explorations. If conditions different from those described in this report are observed or appear to be present during construction, we should be advised at once so that we can review these conditions and reconsider our recommendations, where necessary. If there is a substantial lapse of time between submission of our report and the start of work at the site, or if conditions have changed due to natural causes or construction operations at or near the site, it is recommended that this report be reviewed to determine the applicability of the conclusions and recommendations considering the changed conditions and time lapse.

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Within the limitations of the scope, schedule, and budget, the analyses, conclusions, and recommendations presented in this report were prepared in accordance with generally accepted professional geotechnical engineering principles and practice in this area at the time this report was prepared. We make no other warranty, either express or implied.

Unanticipated soil conditions are commonly encountered and cannot be fully determined by merely taking soil samples or completing test pit excavations. Such unexpected conditions frequently require that additional expenditures be made to attain a properly constructed project. Therefore, some contingency fund is recommended to accommodate such potential extra costs.

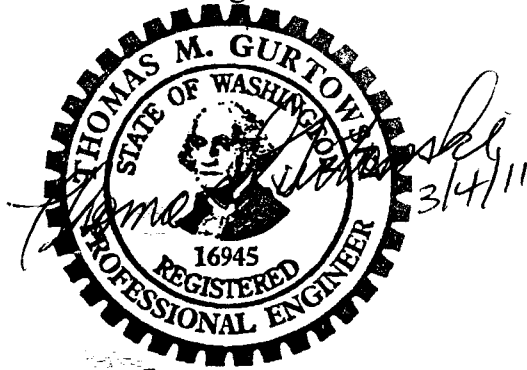
The scope of our services for this report did not include any evaluation regarding the presence or absence of wetlands. Nor were assessments or evaluations regarding the presence or absence of hazardous or toxic substances in the soil, groundwater, or air on or below this site in our scope of work.

Shannon & Wilson, Inc. has prepared Appendix B, "Important Information About Your Geotechnical/Environmental Report" to assist you and others in understanding the use and limitations of our reports.

SHANNON & WILSON, INC.

Hilja K. Welsh

Hilja K. Welsh
Geotechnical Engineer



Thomas M. Gurtowski, P.E.
Vice President

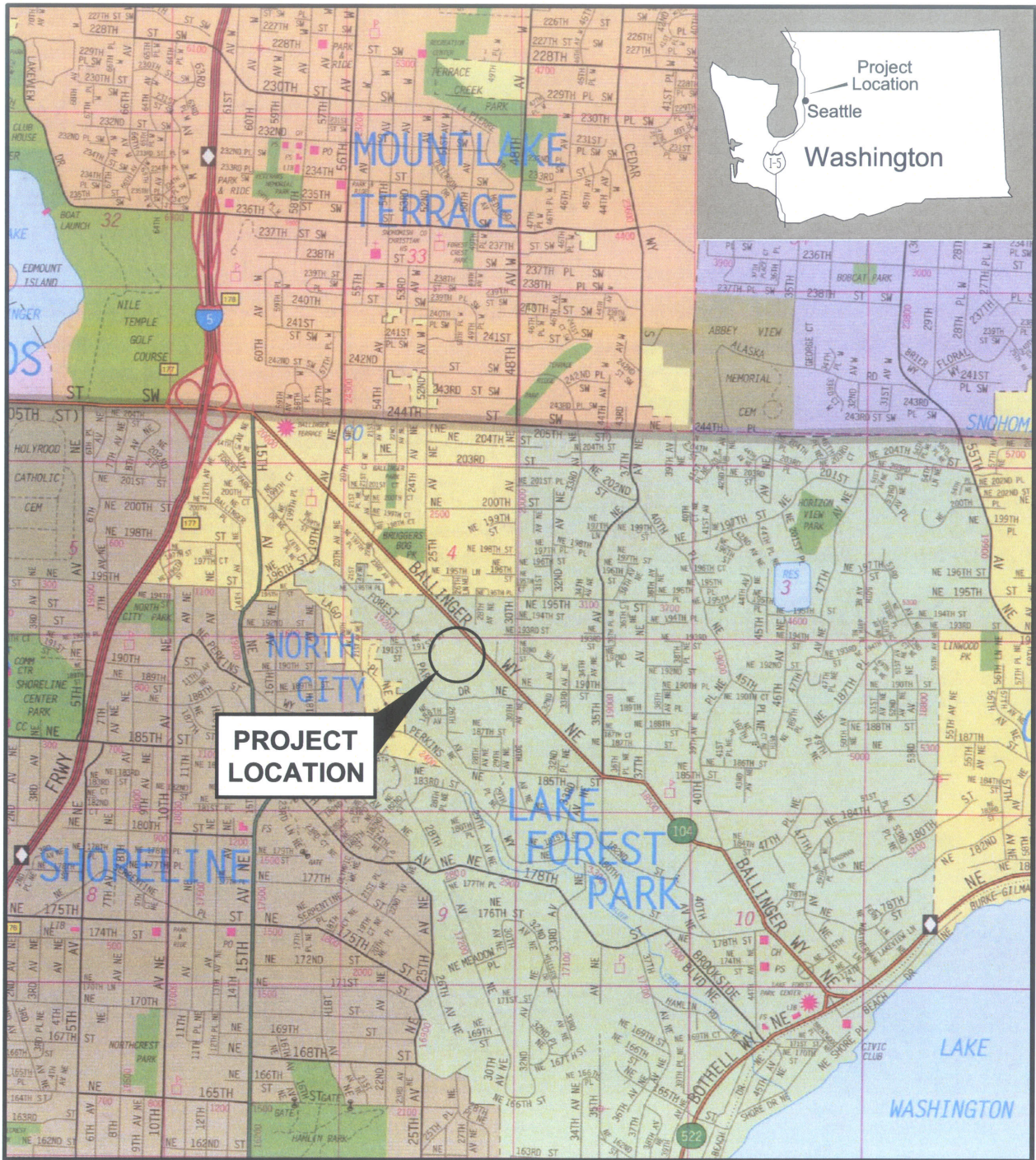
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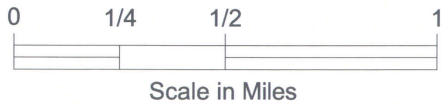
9.0 REFERENCES

ASTM International, 2009, Standard test methods for laboratory compaction characteristics of soil using modified effort (56,000 ft-lb/ft³ [2,700 kN-m/m³]), D1557-09: West Conshohocken, Pa., ASTM International, Annual book of standards, v. 04.08, soil and rock (I): D420 - D5876, 14 p., available: www.astm.org.

International Code Council, Inc. 2009, International building code: Country Club Hills, Ill., International Code Council, Inc., 676 p.



**PROJECT
LOCATION**



NOTE

Reproduced with permission granted by THOMAS BROS. MAPS®. This map is copyrighted by © Rand McNally, R.L. 10-S-006. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without permission. All rights reserved.

Lake Forest Park Public Works
Material Bin Cover Project
Lake Forest Park, Washington

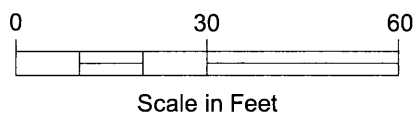
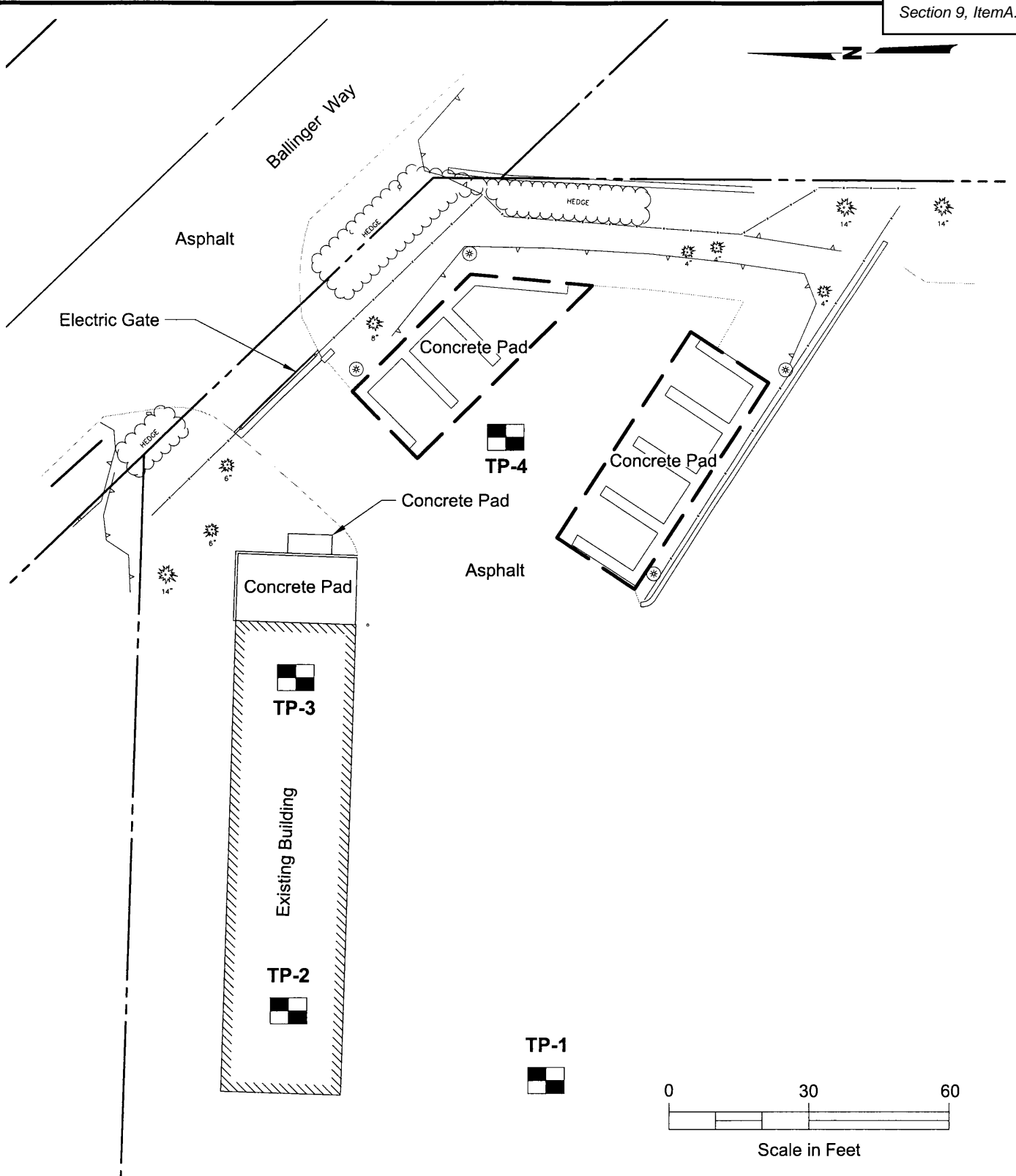
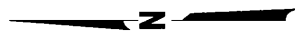
VICINITY MAP

March 2011

21-121483-001

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FIG. 1



LEGEND

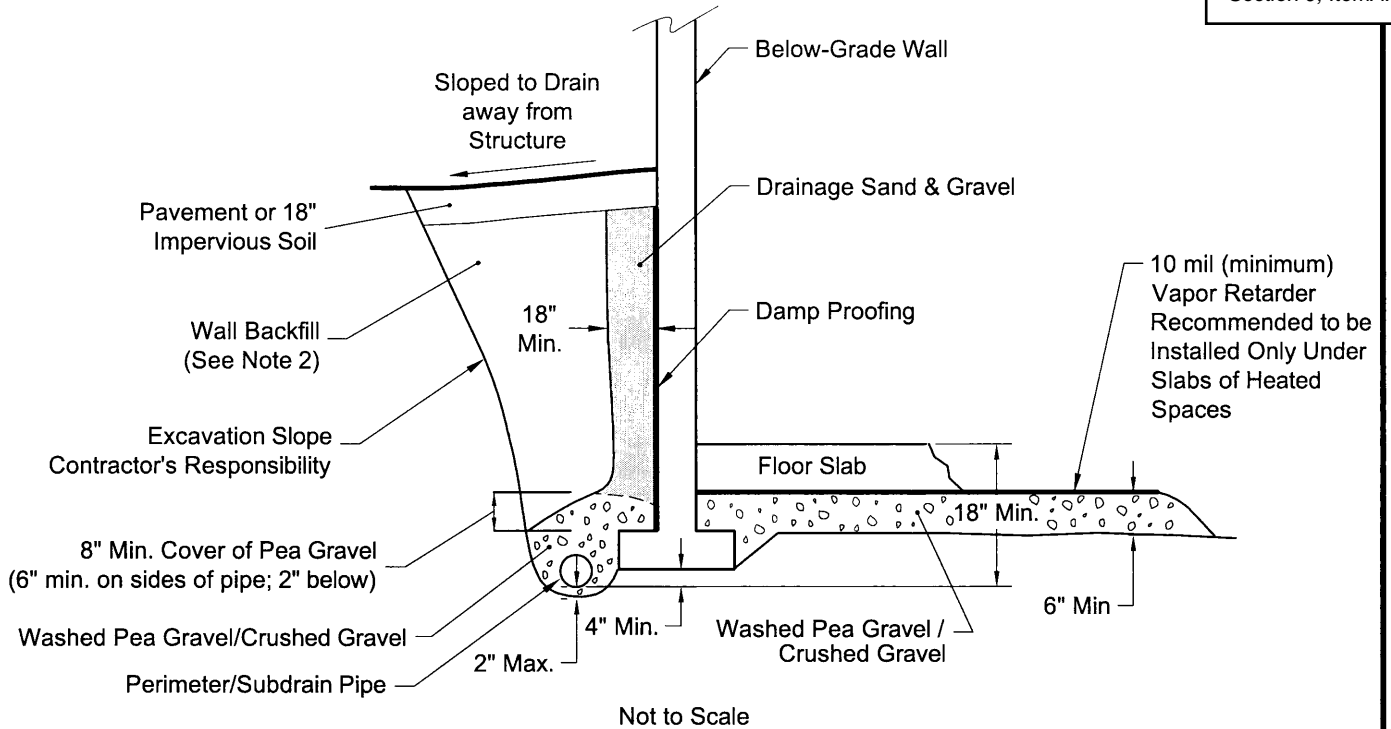
- TP-1** Previous Test Pit Designation and Approximate Location Performed by Shannon & Wilson.
- Proposed Material Bin Covers
- Existing Structures

NOTE

Figure adapted from drawing file 1104001Bmap.dwg received 03-04-2001.

Lake Forest Park Public Works Material Bin Cover Project Lake Forest Park, Washington	
SITE AND EXPLORATION PLAN	
March 2011	21-1-21483-001
SHANNON & WILSON, INC. Geotechnical and Environmental Consultants	FIG. 2 347

File: J:\21121483-001\21-1-21486-001 Fig. 2.dwg Date: 03-04-2011 Author: bac



Not to Scale

NOTES

1. Washed pea gravel / crushed rock beneath floor slab could be hydraulically connected to perimeter/subdrain pipe. Use of 1" diameter weep holes as shown is one applicable method. Crushed gravel should consist of 3/4" minus. Washed pea gravel should consist of 3/8" to No. 8 standard sieve.
2. Wall backfill should meet WSDOT Gravel Backfill for Walls Specification 9-03-12(2).
3. Drainage sand and gravel backfill within 18" of wall should be compacted with hand-operated equipment. Heavy equipment should not be used to compact backfill, as such equipment operated near the wall could increase lateral earth pressures and possibly damage the wall.
4. All wall backfill should be placed in layers not exceeding 4" loose thickness for light equipment and 8" for heavy equipment and should be densely compacted. Beneath paved or sidewalk areas, compact to at least 95% Modified Proctor maximum density (ASTM: D1557). In landscaping areas, compact to 90% minimum.
5. Drainage sand and gravel may be replaced with a geocomposite core sheet drain placed against the wall and connected to the subdrain pipe. The geocomposite core sheet should have a minimum transmissivity of 3.0 gallons/minute/foot when tested under a gradient of 1.0 according to ASTM D4716.
6. The subdrain should consist of 4" diameter (minimum), slotted or perforated plastic pipe meeting the requirements of AASHTO M 304; 1/8-inch maximum slot width; 3/16- to 3/8-inch perforated pipe holes in the lower half of pipe, with lower third segment unperforated for water flow; tight joints; sloped at a minimum of 6"/100' to drain; cleanouts to be provided at regular intervals.
7. Surround subdrain pipe with 8 inches (minimum) of washed pea gravel (2" below pipe) or 5/8" minus crushed gravel.
8. See text for floor slab subgrade preparation.

MATERIALS

Drainage Sand & Gravel:		3/4"-Minus Crushed Gravel:	
Sieve Size	% Passing by Weight	Sieve Size	% Passing by Weight
1-1/2"	100	3/4"	100
3/4"	90 to 100	1/2"	75 to 100
1/4"	75 to 100	1/4"	0 to 25
No. 8	65 to 92	No. 100	0 to 2
No. 30	20 to 65	(by wet sieving)	(non-plastic)
No. 50	5 to 20		
No. 100	0 to 2		
(by wet sieving)	(non-plastic)		

Lake Forest Park Public Works Material Bin Cover Project Lake Forest Park, Washington	
TYPICAL BELOW-GRADE WALL AND FLOOR SLAB SUBDRAINAGE AND BACKFILL	
March 2011	21-1-21483-001
SHANNON & WILSON, INC. Geotechnical and Environmental Consultants	FIG. 3 348

File: J:\211\21483-001\21-1-21483-001 Fig 3.dwg Date: 03-04-2011 Author: bac

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APPENDIX A
PREVIOUS SUBSURFACE EXPLORATIONS

APPENDIX A
PREVIOUS SUBSURFACE EXPLORATIONS

TABLE OF CONTENTS

FIGURES

A-1	Soil Classification and Log Key (2 sheets)
A-2	Log of Test Pit TP-1
A-3	Log of Test Pit TP-2
A-4	Log of Test Pit TP-3
A-5	Log of Test Pit TP-4

APPENDIX A

PREVIOUS SUBSURFACE EXPLORATIONS

Four test pits, designated TP-1 to TP-4, were previously excavated and sampled on June 19, 2002, at the approximate locations shown in the Site and Exploration Plan, Figure 2. The test pits were excavated to depths of approximately 4.0 to 8.0 feet. The logs of the test pits are presented as Figures A-2 to A-5. Approximate locations of the exploration test pits are shown in Figure 2 in the main text of this report. A soil classification and log key is presented in Figure A-1 as a reference for symbols and information presented on the test pit logs. For more information about conducting test pit excavations and classification methodology, please refer to our technical memorandum, Shannon and Wilson, Inc. Technical Memorandum, Subsurface Explorations, Public Works Maintenance Facility, Lake Forest Park, Washington, June 2002.

Shannon & Wilson, Inc. (S&W), uses a soil classification system modified from the Unified Soil Classification System (USCS). Elements of the USCS and other definitions are provided on this and the following page. Soil descriptions are based on visual-manual procedures (ASTM D 2488-93) unless otherwise noted.

S&W CLASSIFICATION OF SOIL CONSTITUENTS

- MAJOR constituents compose more than 50 percent, by weight, of the soil. Major constituents are capitalized (i.e., SAND).
- Minor constituents compose 12 to 50 percent of the soil and precede the major constituents (i.e., silty SAND). Minor constituents preceded by "slightly" compose 5 to 12 percent of the soil (i.e., slightly silty SAND).
- Trace constituents compose 0 to 5 percent of the soil (i.e., slightly silty SAND, trace of gravel).

MOISTURE CONTENT DEFINITIONS

Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, from below water table

ABBREVIATIONS

ATD	At Time of Drilling
Elev.	Elevation
ft	feet
FeO	Iron Oxide
MgO	Magnesium Oxide
HSA	Hollow Stem Auger
ID	Inside Diameter
in	inches
lbs	pounds
Mon.	Monument cover
N	Blows for last two 6-inch increments
NA	Not applicable or not available
NP	Non plastic
OD	Outside diameter
OVA	Organic vapor analyzer
PID	Photo-ionization detector
ppm	parts per million
PVC	Polyvinyl Chloride
SS	Split spoon sampler
SPT	Standard penetration test
USC	Unified soil classification
WOH	Weight of hammer
WOR	Weight of drill rods
WLI	Water level indicator

GRAIN SIZE DEFINITION

DESCRIPTION	SIEVE NUMBER AND/OR SIZE
FINES	< #200 (0.08 mm)
SAND* - Fine - Medium - Coarse	#200 to #40 (0.08 to 0.4 mm) #40 to #10 (0.4 to 2 mm) #10 to #4 (2 to 5 mm)
GRAVEL* - Fine - Coarse	#4 to 3/4 inch (5 to 19 mm) 3/4 to 3 inches (19 to 76 mm)
COBBLES	3 to 12 inches (76 to 305 mm)
BOULDERS	> 12 inches (305 mm)

* Unless otherwise noted, sand and gravel, when present, range from fine to coarse in grain size.

RELATIVE DENSITY / CONSISTENCY
















COARSE-GRAINED SOILS		FINE-GRAINED SOILS	
N, SPT, BLOWS/FT.	RELATIVE DENSITY	N, SPT, BLOWS/FT.	RELATIVE CONSISTENCY
0 - 4	Very loose	Under 2	Very soft
4 - 10	Loose	2 - 4	Soft
10 - 30	Medium dense	4 - 8	Medium stiff
30 - 50	Dense	8 - 15	Stiff
Over 50	Very dense	15 - 30	Very stiff
		Over 30	Hard

WELL AND OTHER SYMBOLS

	Bent. Cement Grout		Surface Cement Seal
	Bentonite Grout		Asphalt or Cap
	Bentonite Chips		Slough
	Silica Sand		Bedrock
	PVC Screen		
	Vibrating Wire		

BORING CLASS 1 21-21483 SOIL CLASSIFICATION ONLY GPJ_SVNNEW.GDT 3/4/11

Lake Forest Park Public Works Material Bin Cover Project Lake Forest Park, Washington	
SOIL CLASSIFICATION AND LOG KEY	
March 2011	21-1-21483-001
SHANNON & WILSON, INC. Geotechnical and Environmental Consultants	FIG. A-1 Sheet 1 of 2

UNIFIED SOIL CLASSIFICATION SYSTEM (USCS) (From USACE Tech Memo 3-357)				
MAJOR DIVISIONS		GROUP/GRAPHIC SYMBOL	TYPICAL DESCRIPTION	
COARSE-GRAINED SOILS (more than 50% retained on No. 200 sieve)	Gravels (more than 50% of coarse fraction retained on No. 4 sieve)	Clean Gravels (less than 5% fines)	GW 	Well-graded gravels, gravels, gravel/sand mixtures, little or no fines.
			GP 	Poorly graded gravels, gravel-sand mixtures, little or no fines
		Gravels with Fines (more than 12% fines)	GM 	Silty gravels, gravel-sand-silt mixtures
			GC 	Clayey gravels, gravel-sand-clay mixtures
	Sands (50% or more of coarse fraction passes the No. 4 sieve)	Clean Sands (less than 5% fines)	SW 	Well-graded sands, gravelly sands, little or no fines
			SP 	Poorly graded sand, gravelly sands, little or no fines
		Sands with Fines (more than 12% fines)	SM 	Silty sands, sand-silt mixtures
			SC 	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more passes the No. 200 sieve)	Sils and Clays (liquid limit less than 50)	Inorganic	ML 	Inorganic silts of low to medium plasticity, rock flour, sandy silts, gravelly silts, or clayey silts with slight plasticity
			CL 	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	Sils and Clays (liquid limit 50 or more)	Organic	OL 	Organic silts and organic silty clays of low plasticity
			Inorganic	MH 
		Organic		CH 
			OH 	Organic clays of medium to high plasticity, organic silts
HIGHLY-ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor	PT 	Peat, humus, swamp soils with high organic content (see ASTM D 4427)	

NOTE: No. 4 size = 5 mm; No. 200 size = 0.075 mm

NOTES

- Dual symbols (symbols separated by a hyphen, i.e., SP-SM, slightly silty fine SAND) are used for soils with between 5% and 12% fines or when the liquid limit and plasticity index values plot in the CL-ML area of the plasticity chart.
- Borderline symbols (symbols separated by a slash, i.e., CL/ML, silty CLAY/clayey SILT; GW/SW, sandy GRAVEL/gravelly SAND) indicate that the soil may fall into one of two possible basic groups.

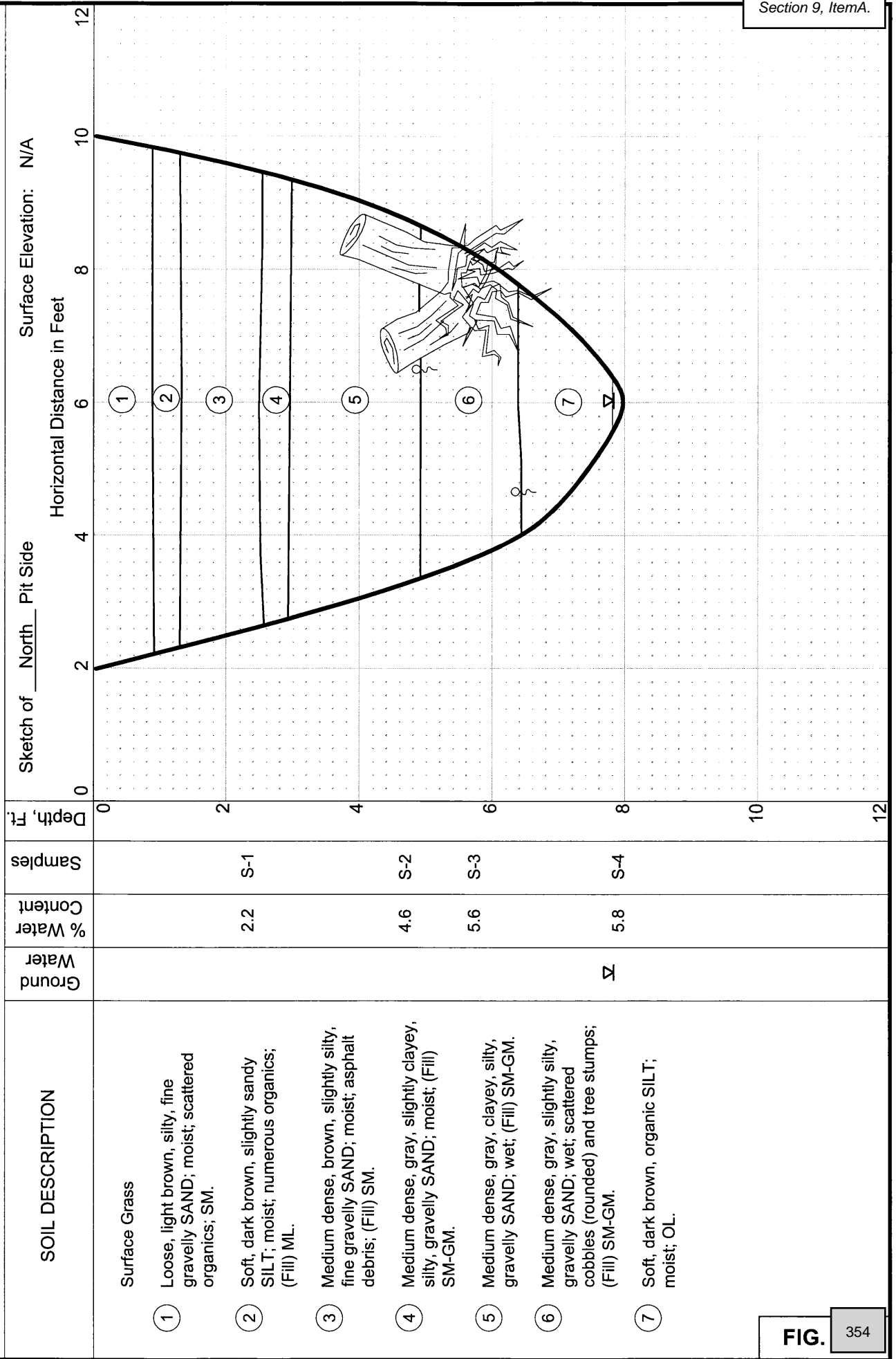
Lake Forest Park Public Works Material Bin Cover Project Lake Forest Park, Washington	
SOIL CLASSIFICATION AND LOG KEY	
March 2011	21-1-21483-001
SHANNON & WILSON, INC. Geotechnical and Environmental Consultants	FIG. A-1 Sheet 2 of 2

BORING CLASS 21-21483 SOIL CLASSIFICATION ONLY GPJ SMNEW.GDT 3/4/11

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LOG OF TEST PIT TP-1

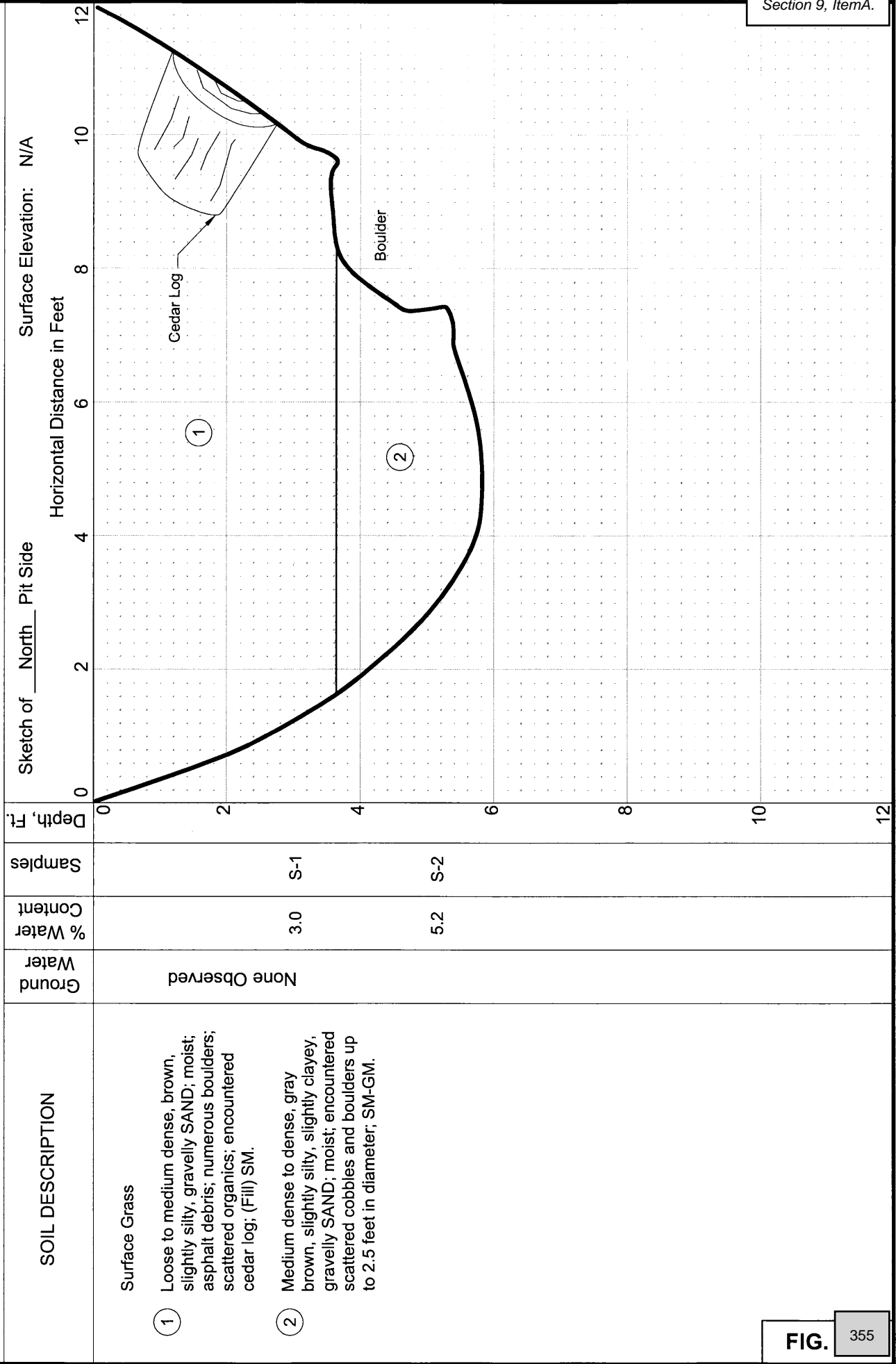
JOB NO: 21-1-09723-001 DATE: 6-19-02 LOCATION: See Site and Exploration Plan
PROJECT: Lake Forest Park Public Works Maintenance Facility



SHANNON & WILSON, INC.
 Geotechnical and Environmental Consultants

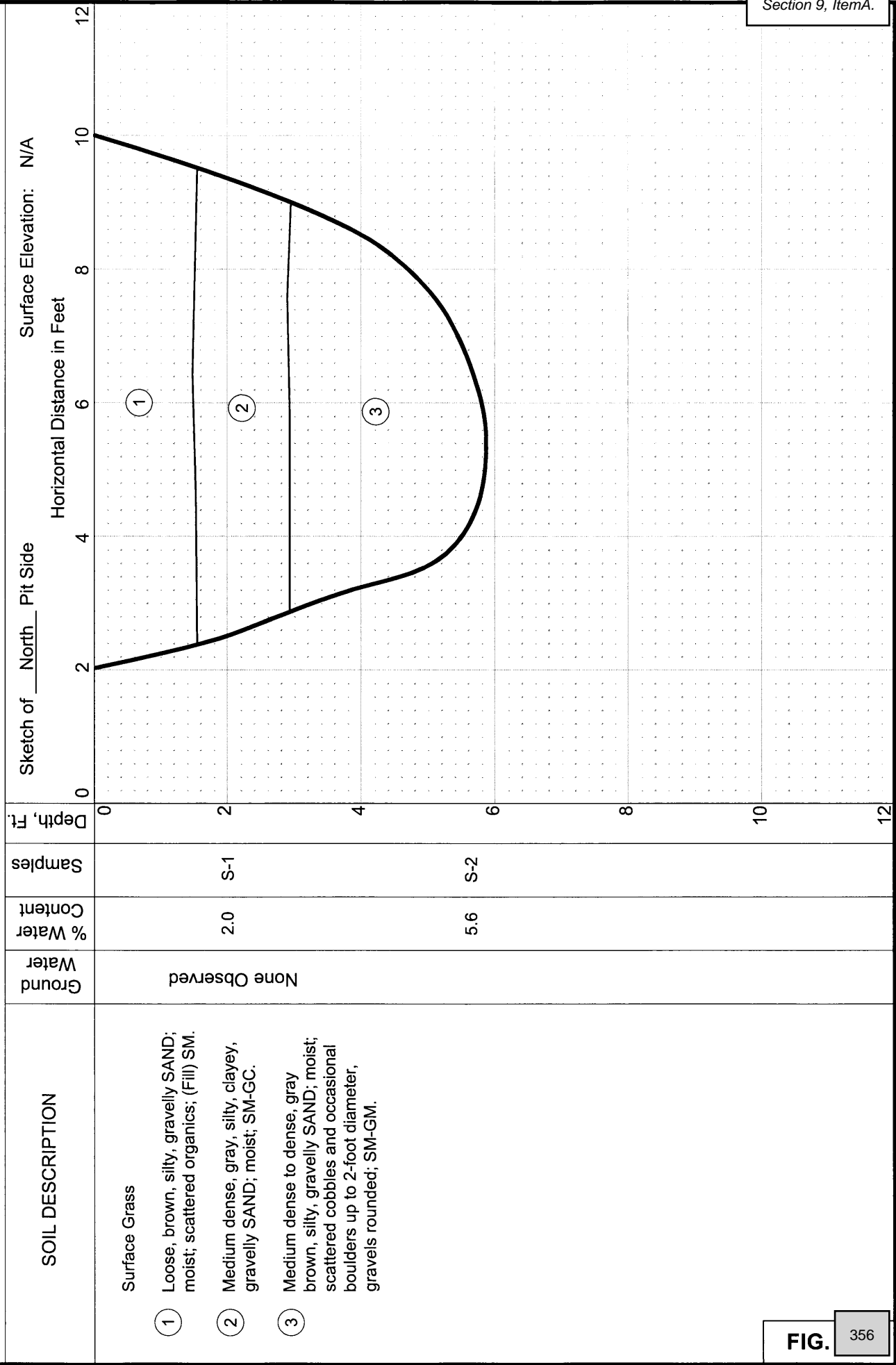
LOG OF TEST PIT TP-2

JOB NO: 21-1-09723-001 DATE: 6-19-02 LOCATION: See Site and Exploration Plan
 PROJECT: Lake Forest Park Public Works Maintenance Facility



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 Geotechnical and Environmental Consultants
LOG OF TEST PIT TP-3

JOB NO: 21-1-09723-001 DATE: 6-19-02 LOCATION: See Site and Exploration Plan
 PROJECT: Lake Forest Park Public Works Maintenance Facility

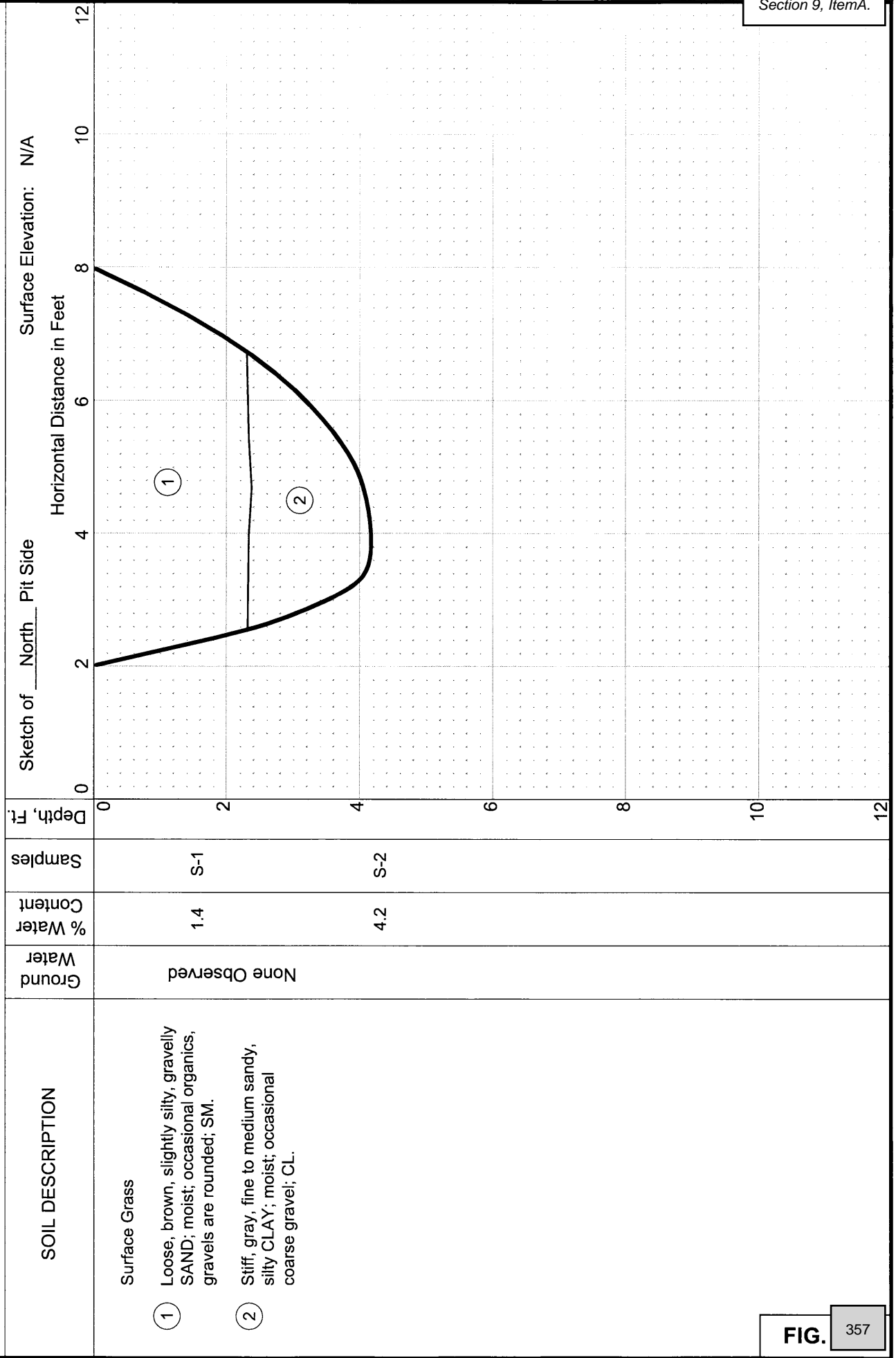


Section 9, Item A.

FIG. 356

SHANNON & WILSON, INC.
 Geotechnical and Environmental Consultants
LOG OF TEST PIT TP-4

JOB NO: 21-1-09723-001 DATE: 6-19-02 LOCATION: See Site and Exploration Plan
 PROJECT: Lake Forest Park Public Works Maintenance Facility



Section 9, Item A.

FIG. 357

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APPENDIX B
IMPORTANT INFORMATION ABOUT YOUR
GEOTECHNICAL/ENVIRONMENTAL REPORT



Date: March 4, 2011
To: Mr. Jason Henry, P.E.
Hammond Collier Wade Livingstone

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ENVIRONMENTAL REPORT

CONSULTING SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES AND FOR SPECIFIC CLIENTS.

Consultants prepare reports to meet the specific needs of specific individuals. A report prepared for a civil engineer may not be adequate for a construction contractor or even another civil engineer. Unless indicated otherwise, your consultant prepared your report expressly for you and expressly for the purposes you indicated. No one other than you should apply this report for its intended purpose without first conferring with the consultant. No party should apply this report for any purpose other than that originally contemplated without first conferring with the consultant.

THE CONSULTANT'S REPORT IS BASED ON PROJECT-SPECIFIC FACTORS.

A geotechnical/environmental report is based on a subsurface exploration plan designed to consider a unique set of project-specific factors. Depending on the project, these may include: the general nature of the structure and property involved; its size and configuration; its historical use and practice; the location of the structure on the site and its orientation; other improvements such as access roads, parking lots, and underground utilities; and the additional risk created by scope-of-service limitations imposed by the client. To help avoid costly problems, ask the consultant to evaluate how any factors that change subsequent to the date of the report may affect the recommendations. Unless your consultant indicates otherwise, your report should not be used: (1) when the nature of the proposed project is changed (for example, if an office building will be erected instead of a parking garage, or if a refrigerated warehouse will be built instead of an unrefrigerated one, or chemicals are discovered on or near the site); (2) when the size, elevation, or configuration of the proposed project is altered; (3) when the location or orientation of the proposed project is modified; (4) when there is a change of ownership; or (5) for application to an adjacent site. Consultants cannot accept responsibility for problems that may occur if they are not consulted after factors which were considered in the development of the report have changed.

SUBSURFACE CONDITIONS CAN CHANGE.

Subsurface conditions may be affected as a result of natural processes or human activity. Because a geotechnical/environmental report is based on conditions that existed at the time of subsurface exploration, construction decisions should not be based on a report whose adequacy may have been affected by time. Ask the consultant to advise if additional tests are desirable before construction starts; for example, groundwater conditions commonly vary seasonally.

Construction operations at or adjacent to the site and natural events such as floods, earthquakes, or groundwater fluctuations may also affect subsurface conditions and, thus, the continuing adequacy of a geotechnical/environmental report. The consultant should be kept apprised of any such events, and should be consulted to determine if additional tests are necessary.

MOST RECOMMENDATIONS ARE PROFESSIONAL JUDGMENTS.

Site exploration and testing identifies actual surface and subsurface conditions only at those points where samples are taken. The data were extrapolated by your consultant, who then applied judgment to render an opinion about overall subsurface conditions. The actual interface between materials may be far more gradual or abrupt than your report indicates. Actual conditions in areas not sampled may differ from those predicted in your report. While nothing can be done to prevent such situations, you and your consultant can work together to help reduce their impacts. Retaining your consultant to observe subsurface construction operations can be particularly beneficial in this respect.

A REPORT'S CONCLUSIONS ARE PRELIMINARY.

The conclusions contained in your consultant's report are preliminary because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site. Actual subsurface conditions can be discerned only during earthwork; therefore, you should retain your consultant to observe actual conditions and to provide conclusions. Only the consultant who prepared the report is fully familiar with the background information needed to determine whether or not the report's recommendations based on those conclusions are valid and whether or not the contractor is abiding by applicable recommendations. The consultant who developed your report cannot assume responsibility or liability for the adequacy of the report's recommendations if another party is retained to observe construction.

THE CONSULTANT'S REPORT IS SUBJECT TO MISINTERPRETATION.

Costly problems can occur when other design professionals develop their plans based on misinterpretation of a geotechnical/environmental report. To help avoid these problems, the consultant should be retained to work with other project design professionals to explain relevant geotechnical, geological, hydrogeological, and environmental findings, and to review the adequacy of their plans and specifications relative to these issues.

BORING LOGS AND/OR MONITORING WELL DATA SHOULD NOT BE SEPARATED FROM THE REPORT.

Final boring logs developed by the consultant are based upon interpretation of field logs (assembled by site personnel), field test results, and laboratory and/or office evaluation of field samples and data. Only final boring logs and data are customarily included in geotechnical/environmental reports. These final logs should not, under any circumstances, be redrawn for inclusion in architectural or other design drawings, because drafters may commit errors or omissions in the transfer process.

To reduce the likelihood of boring log or monitoring well misinterpretation, contractors should be given ready access to the complete geotechnical engineering/environmental report prepared or authorized for their use. If access is provided only to the report prepared for you, you should advise contractors of the report's limitations, assuming that a contractor was not one of the specific persons for whom the report was prepared, and that developing construction cost estimates was not one of the specific purposes for which it was prepared. While a contractor may gain important knowledge from a report prepared for another party, the contractor should discuss the report with your consultant and perform the additional or alternative work believed necessary to obtain the data specifically appropriate for construction cost estimating purposes. Some clients hold the mistaken impression that simply disclaiming responsibility for the accuracy of subsurface information always insulates them from attendant liability. Providing the best available information to contractors helps prevent costly construction problems and the adversarial attitudes that aggravate them to a disproportionate scale.

READ RESPONSIBILITY CLAUSES CLOSELY.

Because geotechnical/environmental engineering is based extensively on judgment and opinion, it is far less exact than other design disciplines. This situation has resulted in wholly unwarranted claims being lodged against consultants. To help prevent this problem, consultants have developed a number of clauses for use in their contracts, reports and other documents. These responsibility clauses are not exculpatory clauses designed to transfer the consultant's liabilities to other parties; rather, they are definitive clauses that identify where the consultant's responsibilities begin and end. Their use helps all parties involved recognize their individual responsibilities and take appropriate action. Some of these definitive clauses are likely to appear in your report, and you are encouraged to read them closely. Your consultant will be pleased to give full and frank answers to your questions.

The preceding paragraphs are based on information provided by the ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland

Exhibit B

GENERAL CONDITIONS

1.01 ALTERATION OR MODIFICATION OF SPECIFICATIONS AND PLANS

No alteration or modification of the terms and conditions of the Contract will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the City.

1.02 ADDITIONS OR DELETIONS

The City reserves the right to add or delete work from this Contract, subject to appropriate adjustments to the contract price.

1.03 NOTICE TO PROCEED

The Notice to Proceed will be given after the Contract has been executed and approved by the City or, where applicable, by State or Federal agencies responsible for funding any portion of the Project. The Contract Time allowed for Substantial Completion of the Work shall begin within ten (10) calendar days after the date the Notice to Proceed is issued. The Contractor shall not commence the Work until the Notice to Proceed has been given by the City.

1.04 HOURS OF WORK

Contractor shall work within the allowed work hours in the City of Lake Forest Park:

- Monday – Friday 7:00 a.m. to 8:00 p.m.
- Saturday and holidays 9:00 a.m. to 6:00 p.m.
- Sundays No Construction.
- Holidays: no construction will be allowed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

1.05 CONSTRUCTION TIME LIMIT

All of the work and materials contemplated to be included in this Project shall be completed within the time as stated in Contract (“Contract Time”). Contractor agrees to pursue completion of the Project at all reasonable times and to discontinue only if delayed by inclement weather. In the event that Contractor shall fail to proceed with the contemplated work for more than ten working days, Contractor shall be deemed to have abandoned the Project, and the City may elect to terminate the Contract and thereafter proceed to complete the Contract through its own forces or through an independent third party. In such event the Contractor herein shall be responsible for all expenses reasonably incurred by the City in completing the work. The contractor will also be responsible for all legal, engineering or other costs caused by the Contractor’s abandonment, failure or refusal to complete the Project within the time provided.

1.06 DELAYS & EXTENSION OF TIME

- A. The Contractor herewith specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the City. In Lieu thereof, the Contractor will be

granted equitable extensions of time for which liquidated damages will not otherwise be claimed by the City under the following circumstances:

1. A delay caused the Contractor by any suit or other legal action against the City will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the City will, upon request of the Contractor, in writing, either negotiate a termination of the Contract or grant a further extension of time, whichever may at the time be in the best interests of the City.
2. Time lost due to inclement weather which could not have been anticipated by Contractor, subject to the approval of the City, will entitle the Contractor to an extension equivalent to the total time lost, whether it be a single continuous period or the accumulated total of several periods.
3. If the volume of the specified work, measured in dollars, is increased over the total value shown in the Contractor's Bid Proposal, at the time the award of the Contract is made, the Contractor will, if the City agrees, be granted an extension of time proportionately equal to the impact on the Contract Time caused by the increase in the total value.
4. Should other unforeseen conditions occur beyond the reasonable control of Contractor, or should performance of work under a Change Order make the work more complex or difficult than originally specified and shown on the Plans, and such work, in the Contractor's opinion, requires more time to execute than allowed by the Contract, the Contractor shall notify the City in writing prior to the performance of such work, setting forth in detail its estimate of the added time required for such work. The City will, if such estimate is approved, allow an equitable extension of the Contract Time.

B. Suspension of work by City

1. The City may order all or any of the Work suspended for such period as it deems proper because of unsuitable weather or such other conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the Work, or because of the failure of the Contractor to perform any provisions of the Contract or orders given to them. The Contractor shall not suspend work unless ordered or authorized to do so by the City, and the Contractor shall immediately comply with such an order when given. The Contractor shall resume the suspended work when ordered by the City to do so.
2. Suspension of work by the City shall not be grounds for any claim by the Contractor for damages. The periods of suspension including but not limited to unsuitable weather conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the Work, shall be allowed as non-working calendar days unless the City concludes that the Contractor could have performed the suspended work if they had diligently prosecuted the Work prior to such suspension, and the Contract completion date shall be extended by such number of calendar days of parts thereof. This time extension shall be the Contractor's sole remedy and the Contractor shall not be entitled to any damages for delays associated with such suspension of work. Any suspension due to the failure of the Contractor to carry orders or perform work shall not be grounds for allowance of time but shall be counted as workdays and not relieve the Contractor from any responsibility assigned under the Contract.

3. Upon encountering asbestos or materials suspected of containing asbestos, the Contractor shall stop work in the subject area and not remove, cut, or repair said material, nor shall the contractor enter or work in any area suspected of containing asbestos with damaged covering material, until so directed by the City or as specified by the Contract. The Contractor shall make every effort to minimize the impact of any disruption or stoppage of work, and promptly notify the City's Representative.

1.07 CONTRACT RESTRICTION

Time of Completion: The work of this Contract shall commence within ten (10) days the Notice to Proceed and shall be fully completed within the specified number of calendar days in the Contract. It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the Contract to be done hereunder are ESSENTIAL CONDITIONS of this Contract. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

1.08 LIMITATIONS REGARDING CONTRACTOR'S CLAIMS FOR DAMAGES

- A. All claims to the City for all work and damages of any kind arising from this Contract, shall be limited to the maximum amount appropriated by the City for this Project. Funds for this Project are limited and are public funds derived through Federal, State, Utility and or City taxes or property assessments appropriated for this Project through the budgeting process. The City's decision to award this Project is based upon the supposition that all costs will be held within the appropriated amount. The total Project appropriation shall be as stated in the City budget authorizing the Work herein. In the event the Project funding or appropriation equals the amount under Contract and an irreconcilable dispute between the City and the Contractor which the Contractor views as a breach of contract by the City excusing the Contractor from further performance, the Contractor and the City may agree to increase the Project appropriation and preserve the rights of both parties to future settlements or final resolution by a court of law.
- B. Contractor agrees to limit all claims for extra work or damages of any kind whatsoever relating to this Contract to prices established by the units and lump sums bid herein and/or direct costs as provided under the force account provisions of WSDOT APWA, Section 1-09.6. By acceptance of a contract for the work herein, Contractor waives all claims for payment of damages which include or are computed on total costs of job performance, extended overhead, or other similar methods which do not relate to the prices stated herein or are not specific as to the actual, direct costs of contract work as defined in the WSDOT APWA force account provisions.
- C. The above stated limitations on claims for damages shall apply only to disputed claims and shall not be construed to apply to payments for extra work pursuant to mutually agreed change orders or force account work in accordance with Sections 1-04.4 and 1-09.6 of the WSDOT APWA Standard Specifications incorporated herein; and is specifically understood that the City shall be responsible to appropriate funds for all work performed in accordance with Section 1-04 of the WSDOT APWA Standard Specifications.

1.09 EQUIPMENT AND MATERIALS SPECIFIED

Within these Contract Documents, certain items are specified by brand, style, trade name, or manufacturer in order to set forth a standard of quality, and/or preference by the City. It is not the intent of these General Conditions to exclude other processes or materials of a type and quality equal to those designated. Whenever a manufacturer's name, brand, or item designation is given, it shall be understood that the words "or equal" follow such name or designation whether in fact they do so or not. The phrase "or equal" is not to be construed so as to mean that material and equipment will be approved as equal by the City; such approval shall not be effective unless and until the item has been specifically approved in advance and in writing by the City. No additional compensation or extension of time will be allowed the Contractor for any changes required to adopt substitute material or equipment therefore, the Contractor's proposal, including any approved substitutions shall include all costs for any modifications to the Work which may be necessary for approval and adaptation of the proposed substituted equipment.

1.10 SAFETY MEASURES

- A. All Work under this Contract shall be performed in a safe manner. The Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA or any other jurisdiction, and all other applicable safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.
- B. The City's Project Manager's review of the Contractor's work plan, sequence, schedule or performance does not and is not intended to include review or approval of the adequacy of the Contractor's safety measures in, on, or near the construction site. The Project Manager does not purport to be a safety expert, is not so engaged in that capacity under this Contract, and has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of Work for claimed violations thereof.
- C. The Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

1.11 CHANGES IN THE WORK

- A. The City may, at any time, without notice to the sureties, and without invalidating this Contract, by order designated or indicated to be a change order or directive, make any change, including modifications to, additions to or deletions from the Work within the general scope of the Contract, including but not limited to changes:
 - 1. In the Plans and Specifications;
 - 2. In the quantities or performance of the Work;
 - 3. In the City-furnished facilities, equipment, materials, services or site; or
 - 4. Directing acceleration or suspension of the performance of the Work.

- B. If the Contractor intends to assert a claim for a change in work they shall, within ten (10) calendar days after the furnishing of its notice, submit to the City a written statement setting forth the general nature and monetary and other impact of such order, unless this period is extended, in writing, by the City.
- C. Approval of certain changes and overruns must be made by the City. Therefore, it is imperative that changes or overruns be anticipated to allow enough time for approval prior to commencing the affected work.
- D. Changes in the Work may be authorized in accordance with the General Conditions; charges for the work covered by approved change orders shall be submitted by the Contractor on an approved breakdown sheet and, unless otherwise agreed, the costs shall be determined in the following manner:
1. Additive Changes: Include direct labor costs, including foreman; direct costs of materials and equipment to be entered into the work; ownership or rental costs of any equipment during the time of use on the extra work per the current blue book; insurance; social security, old age and unemployment contributions; industrial insurance; direct contributions to labor as fringe benefits; subcontractor's proposals; plus a maximum of 10% of the total of the items listed hereinbefore as overhead and profit, which shall include the cost of performance bonds, and the cost of all "offsite, extended, or unabsorbed" overhead. The markup for overhead and profit, including the cost of performance bonds, for work performed by major subcontractors including mechanical and electrical subcontractors, shall be limited to a maximum of 8%.
 2. Deductive Changes: Include direct labor costs, including foreman; direct costs of materials and equipment to be entered into, or omitted from, the work; ownership or rental costs of any equipment during the time of use for the period of the change; insurance; social security, old age and unemployment contributions; industrial insurance; direct contributions to labor as fringe benefits; subcontractor's proposals; plus 8% of the total items listed hereinbefore as a factor for overhead and profit. The factor for overhead and profit which shall be deducted for the work of major subcontractors including mechanical and electrical subcontractors shall be 5%.
- E. Subcontract Proposals: Where a proposal from a subcontractor is involved in a change in the Work, the Contractor shall require that the subcontractor's proposal for the extra work be governed by the same requirements that govern the Contractor's costs for the extra work.
- F. The Contractor shall not be entitled to any claim for 'extended overhead' or 'unabsorbed overhead', or any off-site overhead.
- G. Change Order Form: Use approved and provided by the City for change orders.

1.12 INCREASED OR DECREASED QUANTITIES

In the case of unit prices, when accepted quantities of Work vary from the original bid quantities, payment will be at the unit contract prices for accepted work unless the total quantity of any contract item increases or decreases by more than 25% of the original bid quantity.

1.13 ONE-YEAR WARRANTY

- A. The Contractor shall and hereby does warranty the work for a period of one (1) year after the date of final acceptance by the City of the Work. The Contractor shall repair, remove and replace any and all such Work, together with any other Work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one-year period, without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect expected. In the event of failure to comply with the above-mentioned conditions within two (2) weeks after being notified in writing, the City is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges thereof immediately on demand. Such action by the City will not relieve the Contractor of the warranties required by this section or elsewhere in the Contract.
- B. If a Performance and Payment Bond is used rather than retainage, the bonds shall continue in full force and effect until Final Acceptance of the physical Work by the City.
- C. If in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of the operation of the City, the City will attempt to give the notice required by this section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this section, proceed to make such correction, the cost of which shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the warranties required by this section or elsewhere in the Contract.

1.14 METHODS AND EQUIPMENT

The methods and equipment adopted by the Contractor shall be such as will secure a satisfactory quality of Work and will enable the Contractor to complete the Work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of the Contractor.

1.15 LICENSES, INSPECTIONS, PERMITS, AND TAXES

The Contractor shall procure all permits and licenses, required inspections, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

1.16 WORKER'S BENEFITS

- A. The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the City may retain such payments from any money due the Contractor and pay the same into the appropriate fund.
- B. The Contractor shall include in the various items in the Bid Proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverage's. The Contractor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the US Department of Labor or the Washington State Department of Labor and industries regarding the insurance coverage.
- C. After Final Completion of all Work on the Project, the Contractor shall submit a "Request for Release" to the Washington State Department of Labor and industries on the form they

provide. The “Request for Release” form of the Department of Labor and Industries is also for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums.

1.17 POSSESSION

The City reserves the right to use and occupy any portion of the improvements which have been completed sufficiently to permit use and occupancy, and such use and occupancy shall not be construed as an acceptance of the Work as a whole or any part thereby. Any claims which the City may have against the Contractor shall not be deemed to have been waived by such use and occupancy.

1.18 RISK OF LOSS

The Contractor will assume all risk of loss of materials, equipment or other supplies through theft, fire, act of God, or any other cause until the final acceptance of the Project has been submitted by the Engineer, and approval thereof by the City, which approval shall constitute acceptance of the Project by the City, and risk of loss shall thereafter transfer to the City. No partial payment or advance by the City shall change the risk of loss as herein provided.

1.19 APPLICABLE LAW AND FORUM

A. Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising therefrom shall be brought in King County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

1.20 RETAINAGE

- A. Retainage will be held back at 5% of each pay request. Retainage will be held in an account at the direction of the Contractor, per the forms included in these documents. Any costs associated with holding these funds in any account shall be borne by the Contractor. Retainage shall be available to the City to meet obligations which the Contractor incurs but does not meet, or to meet obligations to the City or City’s Representative incurred through conditions of the Contract. Retainage does not relieve the Contractor of any obligations of the Contract, nor of any financial obligation which retainage is not sufficient to meet. Retainage or use of retainage shall not reduce the Contractor’s requirements under this Contract.
1. Per RCW 60.28.050: “Upon final acceptance of a contract the officer disbursing the payment shall notify the Department of Revenue of the completion of contracts over \$20,000. Such officer shall not make any payment until it has received from the Department of Revenue a certificate that all taxes, increases and penalties due from the contractor and all taxes due and to become due with respect to such contract have been paid in full.”
 2. Per RCW 60.28.011, requires the disbursing office must also observe a forty-five (45) day period from the date of semi-final acceptance, before the release of retainage to allow a reasonable period of public notification in order to place any liens or claims. The date of semi-final acceptance is the date the Council authorizes same.
- B. It is the Contractor’s responsibility to see that all subcontractors comply with the above. Progress payments will not be released until all subcontractors have complied.

- C. If the Contractor wishes to set up an escrow account for retainage deposits, an escrow agreement must be submitted for review at least thirty (30) days prior to first deposit.

1.21 DISPUTE RESOLUTION

- A. Should the parties be unable to resolve a dispute arising from the operation of the Contract, the parties agree to submit the dispute to binding arbitration as provided by RCW 7.04 et. seq. The arbitrator shall be as selected by the parties or, if the parties are unable to agree, as appointed by the presiding Judge of King County; the prevailing party shall be awarded costs as a part of the decision of the arbitrator.
- B. "Costs" shall include, without limiting the generality of such term, expense of investigation of any claim, consulting engineering expense, expense of depositions, exhibits, witness fees, including reasonable expert witness fees and reasonable attorney's fees, and also includes all such costs and fees incurred in connection with any appeals. The obligation of payment under this clause shall be incorporated in any decision rendered in such action.

1.22 NONDISCRIMINATION AND AFFIRMATIVE ACTION

Unless the Contractor is exempt by Presidential Executive Order 11246 as amended by Executive Order 11375, the Contractor agrees not to discriminate against any client, employee, or applicant for employment of services because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; lay-offs or termination's; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the City of Lake Forest Park unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely; this includes the compliance with Sections 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1984.

1.23 MINORITY AND WOMEN BUSINESS ENTERPRISE

Contractor agrees that they shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from certified, qualified minority or women contractors and businesses. Contractor further agrees to consider the grant of subcontracts to said minority and women bidders on the basis of substantially equal proposals in the light most favorable to said contractors and businesses. Upon request Contractor shall furnish evidence of their compliance with these requirements of employment and solicitation.

END OF GENERAL CONDITIONS

RESOLUTION NO. 24-1987

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH PACE ENGINEERS, INC. FOR MATERIAL BIN COVERS CONSTRUCTION MANAGEMENT SERVICES

WHEREAS, The Public Works Facility Material Bin covers need to be replaced; and

WHEREAS, the Department of Public Works (DPW) completed a design with PACE Engineers, Inc. for new material bin covers to be located at the public works facility; and

WHEREAS, DPW has chosen a low bidder to complete the work; and

WHEREAS, DPW will need construction management services in order to oversee the work to completion for the new material bin covers ; and

WHEREAS, DPW staff determined that PACE is best suited for the job since they were the original engineer on the project.

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

Section 1. AUTHORIZATION TO PROFESSIONAL SERVICES AGREEMENT .
The City Council of the City of Lake Forest Park authorizes the Mayor to sign to the professional services agreement with PACE Engineers, Inc. for the construction management services for the material bins replacement project included herewith as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this _____ day of December 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1987

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Consultant Services with
PACE Engineers for Public Works Facility Material Bin Covers
Construction Services**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **PACE ENGINEERS** (the "Consultant"), a Washington corporation, dated this _____ day of November, 2024.

Consultant Business: PACE Engineers
Consultant Address: 11255 Kirkland Way, Ste. 300
Kirkland, WA 98033
Consultant Phone: 425-827-2014
Contact Name Christian Nichols
Consultant e-mail: christiann@paceengrs.com
Federal Employee ID No.: 91-1553757
Authorized City Representative Phillip Hill, City Administrator
for this contract:

WHEREAS, the City seeks to replace the material bin covers at the Public Works Facility; and

WHEREAS, PACE Engineers has designed improvements to the existing Public Works Facility material bin covers; and

WHEREAS, the City finds that PACE Engineers is qualified and experienced to provide construction services, generally including project management, construction administration, construction inspection, and project closeout.

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 Public Works Facility Material Bin Covers Construction Services ("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 Christian Nicols. 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 _____, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to

meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed ninety-one thousand, one hundred sixty-three dollars, seventy cents (\$91,163.70) as shown on Exhibit A, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in 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 Exhibits A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

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

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

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

7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses

or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

A. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
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: Phillip Hill
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

PACE Engineers
Attn: Christian Nichols
11255 Kirkland Way, Suite 300
Kirkland, WA 98033

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

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

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

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: _____ Thomas French, Mayor</p> <p>Date: _____</p>	<p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <p>COMPANY NAME</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>Its _____</p> <p>Date: _____</p>
<p>ATTEST:</p> <p>_____</p> <p>Matthew McLean, City Clerk</p> <p>Date: _____</p>	
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kim Adams Pratt, City Attorney</p> <p>Date: _____</p>	

Exhibit A – Scope of Services

*Public Works Facility Material Bin Covers
Construction Services*

City of Lake Forest Park

Prepared for:

City of Lake Forest Park, Washington

THE CITY OF LAKE FOREST PARK



October 2024

Prepared by:



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EXHIBIT A – SCOPE OF SERVICES

City of Lake Forest Park

Public Works Facility *Material Bin Covers*

Construction Services

PROJECT DESCRIPTION

This project will provide construction services for the PACE-designed improvements to the existing Public Works Facility material bins including the relocation of the material bin ecology blocks, the demolition of the existing material bin concrete slabs and asphalt between the slabs, the construction of two separate steel-framed roof structures over new concrete slabs and associated footings, the installation of a new concrete slab between the two new material bins, the re-establishment of the existing ecology blocks to establish the material storage bins, and the installation of asphalt from the new concrete slab to the existing asphalt driveway. Additionally, 4-inch diameter stormwater pipe will be installed for downspouts and connect to the existing conveyance system on site.

GENERAL ASSUMPTIONS

PACE Engineers (CONSULTANT) will provide professional services to the City of Lake Forest Park (CITY) as outlined in the task descriptions below. The following general provisions/assumptions have been made:

1. The CONSULTANT will maintain continuous routine communication with the CITY throughout the project.
2. The expected duration for this scope of services is four (4) months and is premised on a notice-to-proceed (NTP) date of approximately December 1, 2024 and construction start date in February 2025.
3. This scope of services generally includes Project Management, Construction Administration, Construction Inspection, and Project Closeout.
4. Inspection Reports developed under this contract will be provided in electronic (pdf) format.
5. It is understood and agreed that tasks may be added or deleted from the scope of services by mutual agreement of the CITY and CONSULTANT. Additional fees will be required for additional tasks.
6. No additional permitting services will be necessary or provided under this contract of services by the CONSULTANT.

DESIGN STANDARDS

Plans, specifications, and contract documents, were developed in accordance with the following design standards:

1. Washington State Department of Transportation/American Public Works Association, “Standard Specifications for Road, Bridge, and Municipal Construction”, M41-10, 2024
2. Washington State Department of Transportation, “Standard Plans for Road and Bridge Construction,” M21-01 last modified date September 2021
3. King County Surface Water Design Manual 2021 (KCSWDM)
4. City of Lake Forest Park Municipal Code
5. City of Lake Forest Park Development Standards
6. Other applicable local, State and Federal standards as required

SCOPE OVERVIEW

The goal of this scope of work is to provide Construction Management including inspection for the Chennault Beach Drive Stormwater Improvements project. The scope is divided into the following tasks:

Construction Management

- Task 1 Project Management
- Task 2 Construction Administration
- Task 3 Construction Inspection/Observation
- Task 4 Project Closeout

TASK 1: PROJECT MANAGEMENT

1.1 Team Management

The CONSULTANT will be responsible for conducting ongoing management/administration of the consultant team in accordance with the provisions of the Agreement. Ongoing management will include completion of professional services in a timely manner and within the Agreement budget.

Deliverables:

- Meeting Agendas and Meeting Summaries (1 electronic copy)
- Other meeting materials will include work products that convey the current level of progress.

1.2 Coordination with the City

The CONSULTANT will maintain regular contact and coordination with the CITY Project Manager in accordance with the provisions of the Agreement. The CONSULTANT Project Manager will be responsible for:

- Maintaining regular contact with the CITY and designated project management team staff through office visits, telephone conversations, e-mails, correspondence, and faxes.
- Maintaining open access to project information by the CITY.
- It is the CONSULTANT's intent to maintain open communication with the CITY at all levels of the CONSULTANT's project team. Therefore, the CITY's Project Manager may contact team members as needed with a summary of discussions sent to the CONSULTANT Project Manager.

Assumptions:

- The CITY will identify and provide contact information (email, mail and phone) for project point of contact at the CITY.
- CITY staff will lead the preparation requirements for and attend any City Council or committee meetings.

Deliverables:

- Meeting Agendas and Meeting Summaries (1 electronic copy)
- Other meeting materials will include work products that convey the current level of progress.

1.3 Project Reports and Invoicing

The CONSULTANT will prepare and provide a monthly status/progress reports with invoices every four weeks, itemized by task and subtask, to the CITY, describing work performed by the

CONSULTANT's project team during the current reporting period. The progress reports will be prepared in a format approved by the CITY Project Manager.

Assumptions:

- A general summary of activities performed by the CONSULTANT's project team including meetings held during the reporting period;
- Listing of activities by work element performed by the CONSULTANT's project team during the reporting period;

Deliverables:

- Monthly Status/Progress Reports and Monthly Invoices.

TASK 2: CONSTRUCTION ADMINISTRATION

2.1 Material Submittal Review

CONSULTANT will review contractor-provided material submittals to assure the proposed materials are in accordance with the project's specifications. Copies of the submittal review documents will be furnished to the CITY, the Contractor, and the Inspector. Field work and schedules.

Assumptions:

- The time it takes to conduct the required material submittal/review process can vary widely depending on the Contractor's chosen material submittal process. This scope and associated fee assume one (1) round of initial materials submittal and one (1) resubmittal. Any additional hours that are necessary due to multiple rounds of contractor submittals may be billed on a time and expense basis.

Deliverables:

- One (1) pdf copy of initial contractor-provided material submittals with CONSULTANT comments along with master submittal log.
- One (1) pdf copy of resubmittal contractor-provided material submittals with CONSULTANT comments along with updated master submittal log.

2.2 Preconstruction Conference

CONSULTANT will work with the CITY to prepare a preconstruction meeting agenda, attend and facilitate the preconstruction meeting, prepare meeting minutes and distribute the minutes to attendees, receive edits and prepare final meeting minutes.

Assumptions:

- CONSULTANT will provide the CITY with a draft agenda one week prior to the preconstruction conference meeting for review and comment. CONSULTANT will then prepare final agenda based off comments received. Similarly, CONSULTANT will

prepare one (1) draft meeting minutes agenda for distribution and comment and then a final meeting minutes based off comments received.

Deliverables:

- One (1) pdf copy of draft construction conference meeting agenda
- One (1) pdf copy of final construction conference meeting agenda
- One (1) pdf copy of draft construction conference meeting minutes
- One (1) pdf copy of final construction conference meeting minutes

2.3 Responding to Requests for Information (RFIs)

CONSULTANT will respond to RFIs from the Contractor as it pertains to design elements and existing conditions shown on the contract plans and in the contract specifications as necessary.

Assumptions:

- The time it takes to conduct the required RFI reviews can vary widely depending on the Contractor. For budgeting purposes CONSULTANT has estimated eight (8) RFI responses. Any additional RFI responses that are necessary may be billed on a time and expense basis.
- All RFI responses shall be provided to the contractor directly by the CONSULTANT through email while cc'ing CITY staff. The CONSULTANT shall use their judgment to determine if CITY input is necessary prior to the RFI response based on the complexity of the RFI.
- RFI's that are a result from a change of conditions in the field or outside the original project design will be billed on a time and expense basis

Deliverables:

- Up to eight (8) RFI responses in pdf format.

2.4 Preparing Change Orders

CONSULTANT shall prepare all required Change Orders as defined in the contract specifications.

Assumptions:

- CONSULTANT shall coordinate with CITY on all proposed CHANGE ORDERS regardless of size or scope. While CONSULTANT shall coordinate with CONTRACTOR on executing any required change orders, CITY will approve prior to issuance.

- For budgeting purposes CONSULTANT has estimated two (2) Change Orders. Any additional Change Order required responses that are necessary may be billed on a time and expense basis.

Deliverables:

- Up to two (2) change orders in pdf format for execution by the CITY and the Contractor in accordance with the project specifications.

2.5 Preparing Contractor Pay Requests

CONSULTANT will prepare Progress Payment Requests from the Contractor and transmit them to the CITY's Project Manager for processing by the CITY. These payment requests will cover all aspects of the work as outlined in the bid proposal. PACE's inspector will review and coordinate with the CITY on the actual quantities for payment for the requested work by CITY staff.

Assumptions:

- For budgeting purposes CONSULTANT has estimated four (4) contractor pay requests processed on a monthly basis based on the proposed schedule and allowable working days in the contract. Any additional contractor pay requests that are necessary may be billed on a time and expense basis.

Deliverables:

- Up to four (4) contractor pay requests in pdf format.

TASK 3: CONSTRUCTION INSPECTION/STRUCTURAL OBSERVATIONS

CONSULTANT will provide a structural construction inspector for the project duration to ensure compliance with the design as well as all applicable codes. For budgeting purposes, we have assumed that the Inspector will provide one day (including mobilizing to the site) inspection/observation per week for a period of 75 working days or a 15-week duration. We believe that this will provide the necessary coverage for the sitework. The Inspector will prepare inspection/observation reports while in the field for each inspection conducted. Close coordination with the City is expected to be required and shall be provided.

Otto Rosenau has been contracted to perform special inspections on the project. Otto Rosenau will serve as a subconsultant to PACE on the project and a contract was signed for their services, dated October 15, 2024.

CONSULTANT will provide structural construction inspector for the duration of the project to provide structural observation at the following milestones:

- Rebar installation
- Upon 80-90% steel installation

- Final inspection

Assumptions:

- The CONSULTANT will not perform the following inspections; the CONSULTANT will only perform the structural observation as noted above. The SUBCONSULTANT will provide special inspections that include but are not limited to:
 - Subgrade evaluation
 - Soil compaction
 - Asphalt compaction
 - Reinforced concrete
 - Baseplate grout
 - Structural steel fabrication
 - Structural steel erection
 - Nondestructive testing of welds
- A construction period of 75 working days has been estimated; additional time/or less time may be required depending on the schedule of the Contractor.
- The CONSULTANT will not provide any services on non-working days recognized by the CITY and the project specifications. Any emergencies that arise outside of standard working hours shall be the responsibility of the contractor and the CITY.

Deliverables:

- Inspection reports in pdf format will be provided to the CITY weekly.
- A schedule of quantities installed in pdf format will be provided CITY weekly. This schedule will be discussed and agreed upon with the Contractor prior to delivery to the CITY.
- Structural observation reports will be provided for each milestone stated above.
- SUBCONSULTANT will provide results of field tests and inspections as soon as practical per the attached scope of work.

TASK 4: PROJECT CLOSEOUT

The CONSULTANT will assist the CITY in formal closeout of the project. Specific tasks include:

- Final site visits with CITY to develop final punch list to be provided to the contractor.
- Review of the contractor provided video inspection of the new stormwater conveyance system in accordance with the project specifications. PACE will note any deficiencies that require removal and replacement and provide this to the Contractor.
- Provide all required Substantial Completion correspondence in accordance with the project specifications.

- Production of a Recommendation of Project Acceptance letter provided to the CITY.
- Upon receipt of the contractor's and all subcontractors' affidavit of wages paid, the CONSULTANT will file the required Public Works Completion form with Department of Labor and Industry, Department of Revenue, and Department of Employment Security. Upon receipt of releases from said agencies, CONSULTANT will provide a final pay request that will consist of the release of retainage.

Assumptions:

- Two (2) site visits related to the punch list preparation are anticipated. The initial site visit, a second site visit to see if all initial comments have been addressed, and a third site visit to ensure any issues arising from second site visit have been addressed.

Deliverables:

- All required correspondence related to substantial completion in pdf format.
- Recommendation of Project Acceptance letter in pdf format.
- Final pay request for retainage release in pdf format.

END SCOPE OF WORK

Project Estimates should consider a 10% to 15% contingency for unknown conditions where applicable.
 Project Estimates should consider escalation for projects extending over one calendar year.

Select this column to add more

Rev. 12/15/2023

Fee Schedule: STANDARD

Free Form Input - Project Budgeter can define work item descriptions, expense and subconsultant as required
 Defined Input - Project budgeter must use defined Labor Codes and Staff Type from Deltek FMS Project Mgmt System (Tables Attached)

PACE Engineers

Project Budget Worksheet - 2024

Project Name: **LFP Material Bin Covers** Location: **Lake Forest Park, WA** Prepared By: **CN**
 Project #: _____ Billing Group #: _____ Task #: _____ Date: **8/19/2024**

Staff Type # (See Labor Rates Table) Staff Type Hourly Rate Staff Name	Labor Code	Labor Hours by Classification						Hour Total	Dollar Total
		10	13	19	118	74			
		Principal Engineer	Sr. Project Engineer	Sr. Structural Engineer	Sr. Project Administrator	CAD Tech III			
Task 1-Project Management							31.0	\$7,593.60	
Task 1.1-Team Management		2	8				10.0	\$2,436.00	
Task 1.2-Coordination with the City		2	12				14.0	\$3,368.40	
Task 1.3-Project Reports and Invoicing		3	4				7.0	\$1,789.20	
Task 2-Construction Administration							130.0	\$28,765.80	
Task 2.1 Material Submittal Review			4	32			36.0	\$8,391.60	
Task 2.2-Preconstruction Conference			4	2			6.0	\$1,398.60	
Task 2.3-Responding to RFIs			4	32			36.0	\$8,391.60	
Task 2.4-Preparing Change Orders			4	16	8	16	44.0	\$8,719.20	
Task 2.5-Preparing Pay Requests			8				8.0	\$1,864.80	
Task 3-Construction Inspection/Structural Observations				48			48.0	\$11,188.80	
Task 4-Project Closeout		4	12	8			24.0	\$5,804.40	
Hours Total		11.0	60.0	138.0	8.0	16.0	394.0		
Labor Total		\$3,142	\$13,986	\$32,168	\$1,268	\$2,789		\$53,352.60	

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Project Administration (enter estimated months)	\$60.00	5	\$300.00
Postage/Courier			
Printing Costs			
Photo/Video			
Mileage/Travel/Per Diem			
Project Management Reserve			
Total			\$300.00

Subconsultants	
Utility Locate	
Special Inspections	\$32,618
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
Subconsultant Subtotal	32,618.35
Markup	15%
Total	\$37,511.10

PACE Billed Labor Total	\$53,352.60
Reimbursable Expenses	\$300.00
Subconsultants	\$37,511.10
Total Project Budget	\$91,163.70

September 30, 2024

Jeff Perrigo, Director of Public Works
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

**Subject: City of Lake Forest Park - Public Works Facility Material Bin Covers
Recommendation of Bid Award
PACE Project No. 24235**

Dear Jeff:

This letter is to advise you that on August 15, 2024, at 3:00 PM local time, the City of Lake Forest Park opened bids at City Hall for the above-referenced project. A total of five (5) bids were received, opened, and read aloud, ranging from \$449,051.78 to \$783,951.78 including Washington State Sales Tax. The engineer's estimate for this project was \$504,991.50.

The apparent low bidder, Accord Contractors, LLC, submitted a complete bid proposal and one error was in the cost estimate; however, Accord Contractors, LLC remains the apparent low bidder. The contractor's references are satisfactory and, given their ability to bond this project, we hereby recommend that the project be awarded to Accord Contractors, LLC, in the amount of \$449,051.78, which includes state sales tax. Enclosed herewith is a copy of the certified bid tabulation for your reference and files.

After discussions it was determined that it would be in the City's best interest to delay the start of construction to February 2025. Per discussion and email dated August 28, 2024, Accord Contractors, LLC agreed to a delayed start date of construction no later than February 15, 2025. The City of Lake Forest Park agrees to provide a notice to proceed with a start date no later than February 15th, 2025.

If you have any questions regarding this matter, please feel free to contact Christian Nichols at (425) 827.2014.

Sincerely,
PACE Engineers, Inc.



Christian Nichols, P.E.
Senior Project Engineer
ChristianN@paceengrs.com

Attachments: Certified Bid Tabulation

BID TABULATION

Owner: City of Lake Forest Park Project: Material Storage Bins Engineers: PACE Engineers	Bid Date: 8/15/2024 Bid Time: 3:00 PM Job No. 24235
---------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------

ITEM NO.	ITEM OR TASK DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		ACCORD CONSTRUCTION		A-1 LANDSCAPING & CONST.		JEM CONTRACTORS		COMBINED CONST.		GARY HARPER CONST.	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Minor Changes	FA	1.00	5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00
2	Construction Surveying	LS	1	\$5,000	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$8,800.00	\$ 8,800.00	\$3,500.00	\$ 3,500.00	\$10,000.00	\$ 10,000.00	\$6,700.00	\$ 6,700.00
3	SPCC Plan	LS	1	\$1,000	\$ 1,000.00	\$1,200.00	\$ 1,200.00	\$3,578.00	\$ 3,578.00	\$1,000.00	\$ 1,000.00	\$2,500.00	\$ 2,500.00	\$600.00	\$ 600.00
4	Trimming and Cleanup	LS	1	\$2,000	\$ 2,000.00	\$2,500.00	\$ 2,500.00	\$8,540.00	\$ 8,540.00	\$5,901.00	\$ 5,901.00	\$5,000.00	\$ 5,000.00	\$16,000.00	\$ 16,000.00
5	Remove and Reset Ultra Block Bin Walls	LS	1	\$10,000	\$ 10,000.00	\$3,800.00	\$ 3,800.00	\$22,154.00	\$ 22,154.00	\$24,514.00	\$ 24,514.00	\$10,000.00	\$ 10,000.00	\$17,400.00	\$ 17,400.00
6	Adjustment of Utility Cover	EA	2	\$750	\$ 1,500.00	\$650.00	\$ 1,300.00	\$550.00	\$ 1,100.00	\$1,700.00	\$ 3,400.00	\$1,500.00	\$ 3,000.00	\$1,200.00	\$ 2,400.00
7	HMA CL. 1/2" PG 58-22	TN	7	\$250	\$ 1,750.00	\$380.00	\$ 2,660.00	\$650.00	\$ 4,550.00	\$1,420.00	\$ 9,940.00	\$1,420.00	\$ 9,940.00	\$1,730.00	\$ 12,110.00
8	PVC Storm Drainpipe, 4-in. Diam.	LF	160	\$50	\$ 8,000.00	\$38.00	\$ 6,080.00	\$133.00	\$ 21,280.00	\$122.00	\$ 19,520.00	\$100.00	\$ 16,000.00	\$107.00	\$ 17,120.00
9	Connection to Drainage Structure	EA	2	\$750	\$ 1,500.00	\$1,000.00	\$ 2,000.00	\$1,800.00	\$ 3,600.00	\$4,694.00	\$ 9,388.00	\$2,500.00	\$ 5,000.00	\$980.00	\$ 1,960.00
10	Erosion Control and Water Pollution Control	LS	1	\$2,500	\$ 2,500.00	\$1,500.00	\$ 1,500.00	\$12,500.00	\$ 12,500.00	\$5,794.00	\$ 5,794.00	\$5,000.00	\$ 5,000.00	\$3,400.00	\$ 3,400.00
11	Foundations	LS	1	\$200,000	\$ 200,000.00	\$137,750.00	\$ 137,750.00	\$95,987.00	\$ 95,987.00	\$274,541.00	\$ 274,541.00	\$301,000.00	\$ 301,000.00	\$289,000.00	\$ 289,000.00
12	Structural Framing and Roof	LS	1	\$220,000	\$ 220,000.00	\$238,698.00	\$ 238,698.00	\$221,540.00	\$ 221,540.00	\$252,259.00	\$ 252,259.00	\$243,000.00	\$ 243,000.00	\$339,700.00	\$ 339,700.00
SUBTOTAL					\$ 458,250.00		\$ 407,488.00		\$ 408,629.00		\$ 614,757.00		\$ 615,440.00		\$ 711,390.00
10.20% SALES TAX					\$ 46,741.50		\$ 41,563.78		\$ 41,680.16		\$ 62,705.21		\$ 62,774.88		\$ 72,561.78
TOTAL BID					\$ 504,991.50		\$ 449,051.78		\$ 450,309.16		\$ 677,462.21		\$ 678,214.88		\$ 783,951.78

Error in Bid

I hereby certify that this tabulation represents all bids received and that the total bid prices have been checked or corrected based on the unit prices provided in the bids. Corrections did not change the order of the bids, unless noted otherwise.



8.16.2024

ACCORD CONTRACTORS, LLC
12826 SE 40th LN STE 204
Bellevue, WA 98006

City of Lake Forest Park City Hall
17425 Ballinger Way NE
Lake Forest Park, WA

RECEIVED
AUG 15 2024
CITY OF
LAKE FOREST PARK

Bid Documents Enclosed
Project: Public Works Facility Material Bin Covers
Due Date/Time: August 15, 2024 @ 3:00 p.m.

PROPOSAL FORM

BID TO: CITY OF LAKE FOREST PARK

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled Public Works Facility Material Bin Covers.
2. Bidder accepts all the terms and conditions of the Contract Documents including, without limitation, those in the Advertisement for Bids and Instructions to Bidders dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period stated in the "Invitation to Bid." Bidder will enter into an Agreement within the time and in the manner required in the "Invitation to Bid" and the "Instructions to Bidders," and will furnish the insurance certificates, Payment Bond, Performance Bond, and proof of local business license as required by the Contract Documents.
4. Bidder agrees that the CITY has the right to reinstate, at the bid prices, any Alternate Bid Items not incorporated into the Agreement if the CITY notifies Bidder within sixty (60) days after the initial official Notice to Proceed.
5. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number	<u> NA </u>	Date	_____
Number	_____	Date	_____
Number	_____	Date	_____
Number	_____	Date	_____

(Failure to acknowledge addenda shall render the Bid non-responsive and shall be cause for its rejection.)

6. All Bidders shall complete all Bid Items on the Bid Form in their entirety. Failure to do so may result in the CITY'S rejection of the Bid as not being responsive to the advertisement.
7. The CITY reserves the right to delete any or all portions of the Work.
8. Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work required, the Site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the other conditions which may affect cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Bid forms contained in this Bid, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total Bid Price(s) set forth in the Bid Schedule.

Proposal Form (continued)

For the complete performance of all Work required by Contract Documents for that project entitled "Public Works Facility Material Bin Covers" the following Bid is submitted. Show cents to two decimal points. Do not include applicable retail sales tax in unit price bid amounts as tax is entered separately in the bid schedule. Where conflict occurs between the unit price and the extended price specified for any item, the Unit Price shall prevail, and totals shall be corrected to conform thereto. If any Unit Price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the Extended Price column.

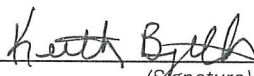
BID SCHEDULE

Item No.	Item Description	Unit	Qty	Unit Cost	Bid Price
1	Minor Changes	FA	1	\$5,000.00	\$5,000.00
2	Construction Surveying	LS	1	5000	4000
3	SPCC Plan	LS	1	1200	1200
4	Trimming and Cleanup	LS	1	2500	2500
5	Remove and Reset Ultra Block Bin Walls	LS	1	3800	3800
6	Adjustment of Utility Cover	EA	2	650	1300
7	HMA CL. 1/2" PG 58-22	TN	7	380	2660
8	PVC Storm Drainpipe, 4-in. Diam.	LF	160	38	6080
9	Connection to Drainage Structure	EA	2	1000	2000
10	Erosion Control and Water Pollution Control	LS	1	1500	1500
11	Foundations	LS	1	137,750	130,050
12	Structural Framing and Roof	LS	1	238,694	239,694
Total Bid Items					395,766
WA State Sales Tax - 10.2					40,675.32
PROJECT TOTAL					436,441.32

END OF PROPOSAL FORM

Dated: 8/15/2024

Bidder: Accord Contractors LLC

By: 
(Signature)

Keith Bjella
(Print Name)

Title: Managing Member

Address: 12826 SE 40th LN Ste 204
Bellevue, WA 98006

BIDDER'S QUALIFICATION CERTIFICATE

1. Name and Address: Accord Contractors, LLC
12826 SE 40th LN Ste 204
Bellevue, WA 98006

2. State of Washington Labor and Industries Registration No. 261,071-00
 Expires: 02/02/26 (MM/DD/YY)
3. State of Washington Unified Business Identifier No. 602 700 903
 Expires: 02/02/26 (MM/DD/YY)
4. Do you have industrial insurance coverage for your company's employees working in Washington as required in Title 51 RCW (if applicable?) Yes No
5. State of Washington Employment Security Department No. 000-014845-00-8
6. State of Washington Excise Tax Registration No. 26-4721753
7. Number of years in contracting business under present name: 25 (years)
8. Is your company currently disqualified from bidding on any public works contract under RCW 39.06.010, 39.12.065(3), or 39.12.055? Yes No
9. Has your company been found out of compliance by the Washington State apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under RCW 49.04 in the past year immediately preceding the date of the bid solicitation? Yes No
10. Has your company received training on the requirements related to public works and prevailing wage under chapters 39.04. and 39.12 RCW? If so, name the person or persons who received the training: Kelley Christian Yes No
- 10a. Is your company exempt from the requirements for training? Yes No
11. Within three years from this Advertisement for Bid, has your company been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW? Yes No
12. Particular types of construction work performed by your company:
Civil, underground utilities, structural, architectural, wetland mitigation

13. List several recent construction projects performed of similar scope and budget and include the following information: type of project, dollar amount of contract, owner name and phone number or email address

Type	\$\$ Contract	Owner Name	Owner Phone or Email
<u>See attached list</u>			

14. Gross amount of contracts now in hand \$ 7,706,000

Bidder: Accord Contractors
Project Public Works Facility Material Bin Covers
Steel & Civil Comparable

Type	\$\$ Contract	Owner Name	Owner Phone or Email
Crane Trolley Beam Emergency Repair	\$24,603	City of Lynnwood	Stan Hernandez 425-670-5174
Provide access to transformers & switches	\$117,058	Snohomish County PUD	Sharon Christie 425-783-5564
Temporary Bridge Removal	\$879,279	WSDOT	Ashley Briggs 360-705-7835
Remove/Replace culverts & log weir barrier, regrade channel, install instream large wood structures	\$376,743	Snoqualmie Valley Watershed Improvement District	Andy Obst 540-771-0175
Entry Lobby Addition and Parish Hall Remodeling	\$1,447,658	St. John's Church - Snohomish	Steve Kanegy 206-229-8118

15. Bank Reference(s):

Name	Address	Account Type
Wells Fargo	15015 Main St. #101, Bellevue 98007	Checking

SUPPLEMENTAL BIDDER QUALIFICATIONS:

1. 16. Claims Against Retainage and Bonds: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years ,that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

Provide a list of claims filed against the retainage or payment bonds for public works projects during the previous three years: None

Provide any extenuating circumstances you would like the City to consider for each claim listed: N/A

2. 17. Lawsuits: The Bidder shall not have lawsuits with judgments entered against the Bidder within five years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

Provide a list of the lawsuits with judgments entered against the Bidder within the last five years of the bid submittal date: None

Provide any extenuating circumstances you would like the City to consider for each lawsuit with judgment listed: N/A

The undersigned certifies under penalty of perjury that the foregoing information is complete, true, and accurate to the best of their knowledge. The undersigned authorizes the City of Lake Forest Park to verify all information contained herein. (If this form is not complete and accurate, the Bid may be considered non-responsive).

By: *Keith Bjella*
(Authorized Signature)

Title: Keith Bjella - Managing Member

Date: 8/15/24

LIST OF SUBCONTRACTORS

STRUCTURAL STEEL INSTALLATION; REBAR INSTALLATION; HEATING, VENTILATION, AND AIR CONDITIONING; PLUMBING; AND ELECTRICAL SUBCONTRACTORS

In accordance with RCW 39.30.060, the Bidder shall provide the names of all subcontractors with whom the Bidder, if awarded the Contract, will subcontract for the performance of structural steel installation, rebar installation, heating, ventilation and air conditioning work and plumbing work, as described in Chapter 18.106 RCW, and electrical work, as described in Chapter 19.28 RCW, or the Bidder shall name itself for such work. Failure of the Bidder to submit as part of the Bid the names of such subcontractors and/or to name itself to perform heating, ventilation and air conditioning work, plumbing work and electrical work shall render the bid non-responsive and void. The naming by the Bidder of two or more subcontractors to perform the same classification of work shall also render the bid non-responsive and void.

<u>Work Classification</u>	<u>% of Bid Names and Phone Number of Subcontractor</u> (or identify that the Bidder will perform the Work). If no such work element is anticipated, note as 'not anticipated.'
-----------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

STRUCTURAL STEEL INSTALLATION	Bidder will Perform
REBAR INSTALLATION	Bidder will perform
HEATING, VENTILATION, AND AIR CONDITIONING	not Anticipated
PLUMBING	not anticipated
ELECTRICAL	not anticipated

NON-COLLUSION DECLARATION

This form must be submitted by all Bidders with their Bid. Failure to submit this form may cause the Bid to be determined non-responsive and, therefore, void.

STATE OF WASHINGTON }
 } ss
COUNTY OF KING }
 }

Keith Bjella, being first duly sworn, on their oath says that the Bid above submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and they further say that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above Work or supplies for the Work to put in a sham Bid, or any other person or entity to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure itself an advantage over any other Bidder or Bidders.

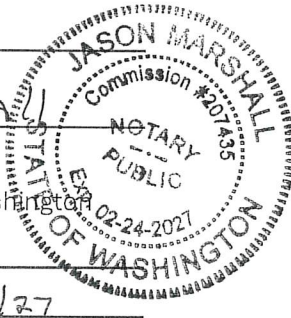
Keith Bjella
Signature

Keith Bjella
Print Name

Managing Member, Accord Contractors, LLC
Print Title and Company Name

Subscribed and Sworn to before me this 15 day of August, 2024

[Signature]
(Signature)
JASON MARSHALL
(Print Name)



Notary Public in and for the State of Washington
Residing at Snohomish WA
Commission Expires: 2/24/27

CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Accord Contractors LLC
 Bidder's Business Name
 Keith Bjella
 Signature of Authorized Official*
 Keith Bjella
 Printed Name
 Managing Member
 Title
 8-15-24
 Date Bellevue WA
 City State

Check One:
 Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:
 Washington State

If a co-partnership, give firm name under which business is transacted:
 N/A

**If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

BID SECURITY DESCRIPTION

This Section contains a form that may be used by the Bidder for the Bid Security. Refer to the Instructions to Bidders for specific requirements.

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT: Accord Contractors, LLC, hereinafter called "Principal", and Liberty Mutual Insurance Company, hereinafter called the "Surety", are jointly and severally held and firmly bound unto the City of Lake Forest Park, hereinafter called "Owner", in the penal sum of Five Percent (5%) of Bid Amount _____ dollars (\$ --5%--) lawful money of the United States, which amount is not less than five percent (5%) of the aggregate of the Bid proposal of Principal for the Work (Public Works Facility Material Bin Covers), offer the payment whereof unto Owner, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, said Principal is herewith submitting a Bid for the fulfillment of all Work required for the Public Works Facility Material Bin Covers project.

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the Work, and if Principal within the time specified in the Contract Documents enters into, executes, and delivers to Owner a signed Agreement and the Performance Bond, Payment Bond and appropriate insurance certificates as required by the Contract Documents, then this obligation shall be released. If, however, the Principal fails or refuses to furnish, execute and deliver to Owner said Agreement, Performance Bond, Payment Bond and appropriate insurance certificates as required, and within the time required, by the Contract Documents, then Principal and Surety shall forfeit to Owner the penal sum hereof, as penalty and liquidated damages.

AND IT IS HEREBY DECLARED AND AGREED the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Owner and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS 15th day of August, 2024.

Accord Contractors, LLC

Name of Contractor

By:

Kerth Bjellha

Signature

Kerth Bjellha

Print Name

Its: Member

Liberty Mutual Insurance Company

Name of Surety

By:

Charla M. Boadle

Signature

Charla M. Boadle

Print Name

Its: Attorney-in-Fact

[Power of Attorney Must be Attached]

Surety's Mailing Address

175 Berkeley St.

Boston, MA 02116

Surety's Phone and Fax Numbers

(206) 473-3788 - Phone

(866) 547-7987

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington published by the Office of Insurance Commissioner.



Seal



Seal

Seal No. 5649



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Section 9, Item A.

Certificate No: 8211909 - 023049

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner, Alyssa J. Lopez, Amber Lynn Reese, Amelia G. Burrill, Annelies M. Richie, Brandon K. Bush, Brent E. Heilesen, Carley Espiritu, Charla M. Boadle, Christopher Kinyon, Diane M. Harding, Donald Shanklin, Jr., Edward Sims, Eric A. Zimmerman, Holli Albers, Jacob T. Haddock, James B. Binder, Jamie L. Marques, Julianne Morris, Julie R. Truitt, Justin Dean Price, Kari Michelle Motley, Katharine J. Snider, Lindsey Elaine Jorgensen, Lois F. Weathers, Michael Mansfield, Misti M. Webb, Sara Sophie Sellin, Sarah Whitaker, Tamara A. Ringeisen

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of May, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of August, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

NOT valid for mortgage, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HNSI@libertymutual.com



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title 2025-2026 King County Regional Homelessness Authority (KCRHA) Memorandum of Understanding (MOU)

Legislative History

- First Presentation – KCRHA 2025-2026 MOU Introduction - November 7, 2024 – City Council Regular Meeting

Attachments:

1. Memorandum of Understanding with KCRHA for 2025-2026 funding
2. Memorandum from KCRHA with funding recommendations
3. 2023-2024 King County Regional Homelessness Authority Memorandum of Understanding
4. KCRHA ILA – Agreement For Homeless Services – North King County Cities along with ILA with King County & City of Seattle

Executive Summary

At the December 8, 2022, Regular City Council Meeting, Council approved the Interlocal Agreement with the KCRHA (ILA), conditioning the execution of the ILA on a subsequent MOU identifying the services supported by the funding commitment of the City, in the north end sub-region, during the 2023/2024 biennium. Council subsequently approved the MOU in February 2023. The term of the first MOU expires at the end of 2024, necessitating a new MOU should the Council desire to continue funding the severe weather shelter or some other need.

This new MOU provides four options for the City to allocate funding, including, Option 1, continued funding of the severe weather shelter.

Background

Through the ILA, the City committed funding to the KCRHA to provide services for people experiencing homelessness countywide. The Administration identified the source of funding as the Affordable/Supportive Housing budget found on page 30 of the Adopted 2023-24 Biennial Budget. The revenue stream in this budget is a result of House Bill 1406 from the 2019 Legislative session which allocated up to 0.0146% local sales tax credited against the state sales tax for housing investments.

By entering into the ILA, the City agreed to provide funding on a per-capita basis of \$1.20 per resident. With an April 2022 Revised Office of Financial Management population estimate of 13,620, this equates to an annual allocation of \$16,344. The City began receiving funds in 2021 and had amassed a fund balance of \$24,880 to begin the 2023/2024 biennium and will receive roughly \$25,000 during future biennia. This provides the necessary funding for the program through the 2025/2026 biennium and with a small contribution outside of this fund for the 2027/2028 biennium. This assumes no increase in revenue and a modest increase of 3.5% in expenses for each biennium.

	21/22	23/24	25/26	27/28
Revenue	\$ 24,880	\$ 25,000	\$ 25,000	\$ 25,000
Fund Balance	\$ 24,880	\$ 49,880	\$ 42,192	\$ 33,360
Expenditure (3.5% scaler)		\$ 32,688	\$ 33,832	\$ 35,016
Delta		\$ 17,192	\$ 8,360	\$ (1,656)

Fiscal & Policy Implications

Sufficient funds exist to continue supporting this program. With a 3.5% anticipated scaler, the 2025-2026 biennial cost is \$164.00 less than projected.

Alternatives

<i>Options</i>	<i>Results</i>
•	
•	

Staff Recommendation

Review the Draft MOU between the City of Lake Forest Park and the King County Regional Homelessness Authority and provide direction to the Administration on a form for the Final MOU allocating City funds.

Memorandum of Understanding

Between

The King County Regional Homelessness Authority

and

The City of Lake Forest Park, Washington

This Memorandum of Understanding (MOU) sets the terms and understanding between The King County Regional Homelessness Authority (hereafter “KCRHA”) and the City of Lake Forest Park (hereafter “the City”) regarding the use of the City’s contributions under the Agreement for Homeless Services (the “Agreement”).

Background

The City has authorized the Mayor to sign the Agreement between the City, KCRHA, and the cities of Shoreline, Kenmore, Bothell and Woodinville, to aggregate homelessness services funds across North King County. Cities that already fund homelessness services will see their current allocations continued during the 2025/2026 biennium.

Purpose

This MOU memorializes the options from KCRHA for how the City contributions to the Agreement could be allocated for the 2025/2026 biennium. These options are attached as Exhibit A.

The City has approved the allocation of funds for the Severe Weather Shelter, for which KCRHA will provide annual reports to the City no later than February of the following year, detailing how those funds were allocated, and the number of persons served in North King County as a result of those funds.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the City and KCRHA. This MOU shall become effective once it is signed by authorized officials from the City and KCRHA. This MOU will remain in effect until terminated by mutual consent of the City and KCRHA, or in the absence of mutual consent, this MOU shall end on 12/31/2026.

Contact Information

KCRHA:
King County Regional Homelessness
Authority
Attn: _____
400 Yesler Way, Ste. 600
Seattle, Washington 98004
Email:

City:
City of Lake Forest Park
Attn: Phillip Hill
17425 Ballinger Way NE
Lake Forest Park, WA 98155
phill@cityoflfp.gov

In WITNESS WHEREOF, the parties have executed this Memorandum of Understanding by having their representatives affix their signatures below.

KING COUNTY REGIONAL HOMELESSNESS AUTHORITY, a Washington governmental administrative agency

By: _____

Name: _____

Title: _____

Date: _____

City of Lake Forest Park

By: _____

Name: Thomas French

Title: Mayor

Date: _____

Memorandum

To: Phillip Hill, Lake Forest Park City Administrator;

From: Abby Anderson, Planning Coordinator

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

Subject: 2025 Funding Recommendations for Lake Forest Park

Date: October 15, 2024

I. Summary & Recommendation

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

II. Background

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

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

III. Options

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

a. Option 1: Continuing NKC Severe Weather Response

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

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

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

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

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

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



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

c. Option 3: Emergency Shelter Operations

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

d. Option 4: Outreach Support

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

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

IV. Recommendations



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

IX. Next Steps

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



AG-23-008

Memorandum of Understanding

Between

The King County Regional Homelessness Authority

and

The City of Lake Forest Park, Washington

This Memorandum of Understanding (MOU) sets the terms and understanding between The King County Regional Homelessness Authority (hereafter “KCRHA”) and the City of Lake Forest Park (hereafter “the City”) regarding the use of the City’s contributions under the Agreement for Homeless Services (the “Agreement”).

Background

The City has authorized the Mayor to sign the Agreement between the City, KCRHA, and the cities of Shoreline, Kenmore, Bothell and Woodinville, to aggregate homelessness services funds across North King County. Cities that already fund homelessness services will see their current allocations continued during the 2023/2024 biennium. In the past, the City has not allocated funds towards homelessness services and wishes to have the opportunity to allocate these new funds to providers of their choice in North King County.

Purpose

This MOU memorializes the options from KCRHA for how the City contributions to the Agreement could be allocated for the 2023/2024 biennium. These options are attached as Exhibit A.

The City has approved the allocation of funds for the Severe Weather Shelter, for which KCRHA will provide annual reports to the City no later than February of the following year, detailing how those funds were allocated, and the number of persons served in North King County as a result of those funds.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the City and KCRHA. This MOU shall become effective once it is signed by authorized officials from the City and KCRHA. This MOU will remain in effect until terminated by mutual consent of the City and KCRHA, or in the absence of mutual consent, this MOU shall end on 12/31/2024.

Contact Information

KCRHA:
King County Regional Homelessness
Authority
Attn: Marc Dones
400 Yesler Way, Ste. 600
Seattle, Washington 98004
Email: marc@kcrha.org

City:
City of Lake Forest Park
Attn: Phillip Hill
17425 Ballinger Way NE
Lake Forest Park, WA 98155
phill@cityoflfp.gov

In WITNESS WHEREOF, the parties have executed this Memorandum of Understanding by having their representatives affix their signatures below.

KING COUNTY REGIONAL HOMELESSNESS AUTHORITY, a Washington governmental administrative agency

By:  _____
DocuSigned by:
FCM059FMF5443...

Name: Marc Dones

Title: Chief Executive Officer

Date: 3/24/2023

City of Lake Forest Park

By:  _____
DocuSigned by:
FCR0501F0E354A...

Name: Jeff Johnson

Title: Mayor

Date: 3/27/2023

MEMORANDUM

To: Phillip Hill, City Administrator of the City of Lake Forest Park
From: Alexis Mercedes Rinck, Director of Sub-Regional Planning and Equitable Engagement
CC: Nigel Herbig, Intergovernmental Affairs Manager; Nawiishtunmi Nightgun, Deputy Chief Program Officer
Subject: Funding Recommendations for Lake Forest Park City Council
Date: 1/26/2022

I. Summary & Recommendation

This memo intends to provide the Lake Forest Park City Council with funding recommendations on how this new investment into homelessness response can most effectively be utilized across existing programming.

II. Background

The City of Lake Forest Park is considering signing on to an Agreement for Homeless Services between the City, KCRHA, and the cities of Shoreline, Kenmore, Bothell and Woodinville, to aggregate homelessness services funds across North King County. Cities which already fund homelessness services will see their current allocations continued during the 2023/2024 biennium. In the past the City of Lake Forest Park has not allocated funds towards homelessness services and wishes to have the opportunity to allocate these new funds to providers of their choice in North King County.

The City of Lake Forest Park's vote on 12/8 was conditional with the approval of an MOU memorializing a commitment from KCRHA to bring to the City potential options for how their contributions to the Agreement could be allocated for the 2024/2025 biennium.

This memo provides preliminary recommendations in accordance with the MOU as well as to support deliberations from the Lake Forest Park City Council.

III. Options

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

Option 1: Flexible Severe Weather Response

Looking at weather patterns solely in the 13 months of KCRHA's operations and oversight of the homelessness response system, the agency has been in an activated response posture over 50 days to support people experiencing homelessness in severe heat, smoke, cold and snow events.

For North King County, KCRHA supported the stand up in the 2020/2021 snow event of an additional severe weather shelter to serve North King County residents while partnering with the existing severe weather shelter in Shoreline (managed by NUHSA volunteers). In the summer 2021 heat event, KCRHA was monitoring regional response and resource gaps related to safety in prolonged heat. When hearing from North King County community

members with lived experience about the need for more cooling options to serve North King County, KCRHA stood up a cooling canopy in the sub-region staffed by Urban League to distribute cooling supplies and get individuals connected to services. Per KCRHA's utilization tracking throughout the course of the event, 390 individuals were served out of this site over the course of 4 days in operation.

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

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

- Staffing a severe weather shelter or cooling canopy
- Staffing support to place individuals into hotel rooms
- Additional outreach supplies

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

In the draft KCRHA Five Year Plan, goal areas 5 and 6 are focused on addressing family homelessness and youth and young adult homelessness respectively. To be in accordance with the goals of the draft Five Year Plan, the funding could be allocated to programs serving these sub-populations within North King County. According to the [KCRHA Regional Services Database](#), there is 1 program located within North King County that serves young adults (Friends of Youth), two emergency shelter programs that support families with children (Hopelink and Mary's Place), a transitional housing program that supports families (Vision House), and then four additional sheltering and housing options that have the ability to accept families (Camp United We Stand, Compass Housing Alliance, VA Puget Sound Healthcare).

Option 3: Emergency Shelter Operations

There is currently one enhanced emergency shelter serving single adults located within North King County which is the Oaks program supported by Lake City Partners. As a newer program, only in operation for about 2 years, the team has identified that this funding could be utilized in a positive way to support operations and capacity building.

Option 4: Outreach Support

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

Currently in North King County, there is limited outreach serving the area. There is family outreach from Mary's Place, vehicle outreach from The Salvation Army - Street Level Program, and one single adult outreach staff person from Lake City Partners supporting part of North King County. Some cities are exploring piloting to fund an additional outreach position to support this effort, additional funding from the City paired with some of the other investments from cities could secure an additional outreach worker position.



IV. Recommendation

While KCRHA affirms that each of these aforementioned options would support the efforts to address homelessness in North King County, *we recommend to the Lake Forest Park City Council to consider allocating the funding to severe weather response.*

AGREEMENT FOR HOMELESS SERVICES

THIS AGREEMENT FOR HOMELESS SERVICES (this “Agreement”) is effective as of January 1, 2023 (the “Effective Date”) and is among the Cities of Bothell, Kenmore, Lake Forest Park, Shoreline, and Woodinville, Washington, each a municipal corporation (each, a “Partner City” and together “Partner Cities”), and the KING COUNTY REGIONAL HOMELESSNESS AUTHORITY (the “Authority”), an independent governmental administrative agency formed pursuant to RCW 39.34.030(3). The Partner Cities and the Authority are referred to herein individually as a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the Authority was formed pursuant to the Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority (the “Authority Interlocal Agreement”) by The City of Seattle and King County as an independent governmental agency pursuant to chapter 39.34 RCW in order to coordinate the provision of services within an equitable operational framework to individuals and families experiencing homelessness or at imminent risk of experiencing homelessness in King County; and

WHEREAS, homelessness is a regional crisis requiring local governments, nonprofits, partners and stakeholders to work together through cooperative action; and

WHEREAS, pursuant to the Interlocal Agreement, the Authority may enter into contracts with one or more Subscribing Agencies (as defined in the Interlocal Agreement) for the provision of Homeless Services (as defined in the Interlocal Agreement) subject to the conditions set forth therein; and

WHEREAS, the Parties now desire to coordinate efforts to address homelessness in the north King County sub-region where the Partner Cities are located pursuant to the terms of this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement, a copy of which is attached hereto as Exhibit C:

“*Agreement*” means this Agreement between the Partner Cities and the Authority for Homeless Services to be provided by the Authority, as it may be amended from time to time.

“**Authority**” means the King County Regional Homelessness Authority formed by The City of Seattle and King County as a separate governmental administrative agency pursuant to the Interlocal Agreement and RCW 39.34.030(3).

“**Customers**” means individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness.

“**Effective Date**” means the date this Agreement becomes effective between the Parties, which is identified above.

“**Homeless Services**” or “**Services**” means shelters, day centers, hygiene facilities, housing, and related services to assist Customers to be provided by the Authority under the terms of this Agreement, as set forth in Exhibit A.

“**Initial Term**” means the initial four year term of this Agreement, as identified in Article II, Section 2.

“**Interlocal Agreement**” means the agreement between The City of Seattle and King County establishing the King County Regional Homelessness Authority, dated December 16, 2019, as it may be amended from time to time, and incorporated herein as Exhibit C.

“**North King County Sub-Region**” consists of the cities of Shoreline, Lake Forest Park, Kenmore, Bothell, Woodinville, the jurisdictional boundaries of any Partner City added to this Agreement, and adjacent unincorporated areas of King County.

“**RCW**” means the Revised Code of Washington.

“**Resources**” means those funds, in kind services or other consideration provided by an entity, including a Partner City, to support the operation of the Authority or the provision of Homeless Services. The Resources to be provided by each Partner City under the term of this Agreement as consideration for the Services to be delivered hereunder are included in Exhibit B.

“**State**” means the State of Washington.

ARTICLE II PURPOSE; TERM

Section 1. Purpose. The purpose of this Agreement is to set forth the terms related to the Services to be provided by the Authority to customers in the jurisdictional boundaries of the Partner Cities, and the terms and conditions of each Partner City’s funding and/or other Resources in exchange for such Services.

Section 2. Term. This Agreement shall begin on the Effective Date and end four years from the Effective Date (December 31, 2026) (the “Initial Term”), unless terminated earlier

or extended as provided herein. After the Initial Term, this Agreement shall automatically renew each December 31 for one-year extensions, unless terminated earlier or extended as provided herein.

ARTICLE III AUTHORITY RESPONSIBILITIES

Section 1. Authority's Responsibilities. Subject to the terms of this Agreement, the Authority hereby agrees to operate a unified, regional homelessness response system and to provide Services to, or on behalf of the, the Partner Cities in support of its mission to significantly decrease homelessness throughout King County pursuant to the Interlocal Agreement. The Services to be provided by the Authority to, or on behalf of, the Partner Cities to customers under the term of this Agreement are more fully described in Exhibit A (the "Services") and may be modified by the Parties hereto from time to time to reflect then-current levels of Resources.

Section 2. Notice Affecting Performance. The Authority shall promptly notify the Partner Cities in writing of any matters that could adversely affect the Authority's ability or eligibility to continue to perform services under this Agreement.

ARTICLE IV PARTNER CITY RESPONSIBILITIES

Section 1. Consideration and Resources. In consideration of the Authority's commitment to provide Services under this Agreement, each Partner City agrees to provide the Resources to the Authority. Such Resources shall be as set forth in Exhibit B attached hereto. Exhibit B may be updated from time to time to reflect updated Resources to be provided under this Agreement.

Section 2. Requirements Applicable to Funds. The Resources granted to the Authority under this Agreement may consist of a combination of Partner City, State, local and/or federal funding, and the Authority agrees to comply with the requirements applicable to each source of funds.

ARTICLE V DOCUMENTATION OF COSTS; RECORDS; REPORTING

Section 1. Documentation of Costs. The Authority shall document all costs incurred in providing Services under this Agreement with properly executed payrolls, time records, invoices, vouchers, records of service delivery, or other official documentation evidencing in sufficient detail the nature and reasonableness of such costs. All payroll and financial records pertaining to any third-party contracts funded by a Partner City shall be clearly identified and readily accessible for review by the Partner City.

Section 2. Maintenance of Records. The Authority shall maintain accounts and records, including personnel, property, financial, and programmatic records, records of the Services provided under this Agreement, and other such records deemed necessary by the Partner Cities to ensure proper accounting for all Partner City funds, to ensure and compliance with this Agreement. Such records shall be retained as required by the Preservation and Destruction of Public Records Act, chapter 40.14 RCW, for a period of at least six years from the expiration of the Term of this Agreement; provided, however, that for any records and documents that are the subject of audit findings, those records shall be maintained for either (a) six years following expiration of this Agreement or (b) until the audit findings are resolved, whichever is longer.

Section 3. Reporting. During the term of this Agreement, the Authority shall provide an annual report to each Partner City (which shall include a presentation to the Partner City's city council and, upon request, a written report from the Authority). Such report shall include information and data specific to the North King County Sub-Region from Homelessness Management Information System ("HMIS"), north King County planning activities of the Authority and partner agencies, and progress on funding administration and outcomes. Additional reporting and city council briefings are available by request.

ARTICLE VI COMPLIANCE WITH LAW

Section 1. General Requirement. The Parties hereto shall comply with all applicable laws of the United States, the State, and the Partner Cities; and the Interlocal Agreement, when carrying out the terms of this Agreement.

Section 2. Inventory and Property. Any property, equipment and furnishings for the operations of the Authority shall be acquired by the Authority as provided by law, including any applicable federal laws. If a Partner City furnishes property, equipment or furnishings for the Authority's use, title to the same shall remain with the Partner City unless that property, equipment or furnishings is acquired by the Authority.

ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. To the maximum extent permitted by law, each Party shall hold harmless, defend, and indemnify the other Parties, their elected officials, officers, employees, agents, and volunteers from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) that result from or arise out of the negligent or intentional acts or omissions of such indemnifying Party, its elected officials, officers, employees, agents, contractors and volunteers in connection with or incidental to the performance or non-performance of such Party's services, duties, and obligations under this Agreement.

In the event that the negligent or intentional acts or omissions of the officials, officers, agents, employees, and/or volunteers of two or more Parties in connection with or incidental to the performance or non-performance of the such Party's respective services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, each such Party shall be liable for its proportionate concurrent actions or omissions in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Agreement shall be construed to create a right in any third party to indemnification or defense.

Each Party waives, as to each other only, their immunity from suit under Washington's Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide each other with a full and complete indemnity from any claims made by the other Party's employees. This waiver of immunity was mutually negotiated by the Parties hereto.

Section 2. Mandatory Disclaimer. The Authority is an independent governmental agency created pursuant to an Interlocal Agreement between King County and the City of Seattle pursuant to RCW 39.34.030. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

Section 3. Insurance. The Authority and each Partner City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance. Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

ARTICLE VIII WITHDRAWAL AND TERMINATION

Section 1. Withdrawal. Any Partner City may withdraw from this Agreement by giving written notice of its intention to withdraw by September 30, 2024 to the Authority and the other Parties. The effective date of any withdrawal shall be no earlier than December 31, 2024. Thereafter, any Partner City may withdraw from this Agreement by giving written notice of its intention to withdraw by September 30 in any year to the Authority and the other Parties. The effective date of any such withdrawal shall be no earlier than December 31 in the same calendar year.

Section 2. Suspension, Modification and Termination. This Agreement may be terminated in accordance with this Section.

- a. Loss of Funding. In the event any federal, State or local funds allocated to or by

a Partner City for Services contracted for under this Agreement are or become unavailable, the Partner City will suspend without recourse the Authority's obligation to render the related Services under this Agreement and the Partner City's obligation to pay for such Services, by providing 90 days prior written notice to the Authority as provided herein, specifying the effective period of such suspension, or by modifying the applicable Exhibits to this Agreement to reflect such loss of funding and corresponding modification to Services to be provided.

b. Termination of Interlocal Agreement. In the event The City of Seattle and King County elect to terminate the Interlocal Agreement, this Agreement shall terminate as of the date of termination of the Interlocal Agreement. Upon notification of intent to terminate, the Authority will notify the Parties of termination of this agreement within 10 days.

Section 2. Effect of Termination, Expiration or Withdrawal.

a. Return of Unused Funds. Upon termination or expiration of this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to each Partner City. Upon withdrawal of a Partner City to this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to such Partner City. Costs incurred by the Authority for provision of Services prior to the date of termination, expiration or withdrawal shall be considered used funds for purposes of this subsection.

b. Coordination of Contracts. Upon termination, expiration or withdrawal of this Agreement, all existing contracts funded with Partner City funds pursuant to this Agreement shall be either assigned to the Partner City or terminated, to be determined by the applicable Partner City in its sole discretion. The Authority shall include in all contracts for Homeless Services under this Agreement terms that are in accord with this section, including but no limited to the ability to assign such contracts to the Partner City. No more than 60 days after notice of termination of the Interlocal Agreement between The City of Seattle and King County, the Authority shall provide each Partner City with a current list of contracts funded by the Partner City, together with the total contract value, the contract term, the source of funding for each such contract, and any additional information requested by the Partner City. The Parties shall work together and, to the extent necessary, in consultation with King County to coordinate the assignment and termination of all such contracts on or prior to termination of this Agreement.

c. Notification to Contract Holders. Upon notice of termination, expiration or withdrawal, the Authority shall promptly notify the Contract Holders of such termination, expiration or withdrawal, and of the intended assignment of the Contract Holder's contract to the Partner City or intended contract termination date.

ARTICLE IX MISCELLANEOUS

Section 1. Notice to the Parties. Any formal notice or communication required to be given under this Agreement shall be deemed properly given if delivered either by physical or

electronic means (to email addresses designated by the Parties from time to time), or if mailed postage prepaid and addressed to:

If to City of Bothell:

City of Bothell
Attn: Kyle Stannert
18415 101st Ave NE
Bothell, Washington 98011
Email: Kyle.Stannert@bothellwa.gov

If to City of Kenmore:

City of Kenmore
Attn: Rob Karlinsey
18120 68th Ave NE
Kenmore, Washington 98028
Email: rKarlinsey@kenmorewa.gov

If to City of Lake Forest Park:

City of Lake Forest Park
Attn: Phillip Hill
17425 Ballinger Way NE
Lake Forest Park, Washington 98155
Email: PHill@cityofflp.gov

If to City of Shoreline:

City of Shoreline
Attn: Bristol S. Ellington
17500 Midvale Ave N
Shoreline, Washington 98133
Email: bellington@shorelinewa.gov

If to City of Woodinville:

City of Woodinville
Attn: Brandon Buchanan
17301 133rd Ave NE
Woodinville, Washington 98072
Email: BrandonB@ci.woodinville.wa.us

If to the Authority:

King County Regional Homelessness Authority
Attn: Marc Dones
400 Yesler Way, Ste. 600
Seattle, Washington 98004
Email: marc@kcrha.org

Each Party may update its notice information by providing written notice to the other Party.

Section 2. Representatives. The individuals listed above are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Parties.

Section 3. Amendments to Agreement. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and executed by duly authorized agents of each Party. The Parties acknowledge that amendments to this Agreement may be necessary to ensure the provision of services by the Authority aligns with the principles set forth in the Interlocal Agreement.

Section 4. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State. Venue for any action brought under this Agreement shall be in the Superior Court for King County.

Section 5. Contractual Relationship. The relationship of the Authority to the Partner Cities shall be that of an independent contractor, and the Authority agrees that no employee of the Authority shall be deemed or claimed to be an employee of the Partner Cities for any purpose. This Agreement does not authorize the Authority to act as agent or legal representative of any Partner City for any purpose whatsoever. The Authority is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of a Partner City or to bind a Partner City in any manner whatsoever.

This Agreement is to facilitate the provision of Services. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

Section 6. Integration. This Agreement, together with all Exhibits hereto, contains all of the terms and conditions agreed upon by the Parties relating to the subject matter of this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

Section 7. Severability. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

Section 8. No Third-Party Beneficiary Rights. The provisions of this Agreement are for the sole benefit of the Parties, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).

Section 9. Waiver. No covenant, term, or condition or breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Neither the acceptance by a Partner City of any performance by the Authority after the time the same shall have become due nor payment to the Authority shall constitute a waiver by the Partner City of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the Partner City in writing.

Section 10. Assignment. This Agreement may not be transferred or assigned by the Parties without the prior written consent of the other Parties, which may be withheld in such Party's sole discretion.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and together such counterparts will constitute one and the same instrument.

Section 12. Negotiated Agreement. The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship of this Agreement.

Section 13. Conflict with Interlocal Agreement. In the event of a conflict between this Agreement and the Interlocal Agreement, the terms of the Interlocal Agreement shall prevail.


Section 14. Additional Parties. Municipalities, local governments and public agencies within the region in which the other Parties are located may become a Party to this Agreement on

execution of an addendum or amendment to this Agreement; provided, however, such new Party shall provide Resources to the Authority as consideration for the Services to be delivered hereunder.

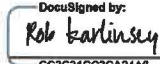
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their representatives affix their signatures below.

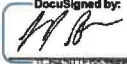
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY, a Washington governmental administrative agency

DocuSigned by:
By: 
Name: Marc Dones
Title: Chief Executive Officer
Date: 2/3/2023

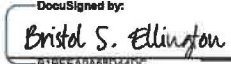
CITY OF KENMORE, a Washington Municipality

DocuSigned by:
By: 
Name: Rob Karlinsey
Title: City Manager
Date: 1/31/2023

CITY OF LAKE FOREST PARK, a Washington Municipality

DocuSigned by:
By: 
Name: Jeff Johnson
Title: Mayor
Date: 3/3/2023

CITY OF SHORELINE, a Washington Municipality

DocuSigned by:
By: 
Name: Bristol S. Ellington
Title: City Manager
Date: 2/1/2023

CITY OF WOODINVILLE, a Washington Municipality

DocuSigned by:
By: Brandon Buchanan
Name: Brandon Buchanan
Title: City Manager
Date: 2/1/2023

CITY OF BOTHELL, a Washington Municipality

DocuSigned by:
By: Kyle Stannert
Name: Kyle Stannert
Title: City Manager
Date: 2/9/2023

EXHIBIT A SERVICES

As the single regional entity responsible for coordinating the homelessness response within King County, the Authority shall seek to significantly decrease the incidence of homelessness throughout King County in accordance with the guiding principles established by Article IV, Section 3 of the Interlocal Agreement. To achieve this mission, the Authority shall support, create, and implement solutions to homelessness in the boundaries of the Partner Cities by providing leadership, advocacy, planning and management of program funding.

Services to be provided by the Authority to the Partner Cities shall include:

- For the 2023-24 budget cycle, the funding awards made by Partner Cities' respective city councils will be honored and maintained in amounts as described in Exhibit B; beginning January 1, 2023, the Authority shall be responsible for the administration and oversight of the applicable service contract. The Partner City shall take such steps as necessary to assign such responsibility to the Authority.
- For the following years, funding decisions will be made by the Authority in alignment with sub-regional planning activities to ensure residents in all Partner Cities have access to homelessness services if needed.
- All funding contributed by Partner Cities pursuant to this Agreement shall be distributed by the Authority for the provision of Services. The Authority shall not retain any portion of those funds as fee for administrating its responsibilities under this Agreement.
- Allowable expenditures

In furtherance of maintaining investment in the North King County Sub-Region, all dollars pooled within the North King County Sub-Region under the terms of this Agreement shall only be utilized for Services provided at a physical location within the North King County sub-region or have been determined to be a program acceptable to the Partner Cities that is serving North King County Sub-region residents.

EXHIBIT B

FUNDING AND PAYMENT/RESOURCES

The Partner Cities agree to provide Resources to the Authority in exchange for Homeless Services under the terms of this Agreement. Throughout this Agreement, the contribution amount will be determined as described below. Each Partner City shall include its respective contribution in its budget for consideration by its city council for approval.

For the 2023 - 2024 budget cycle:

- Partner Cities that have historically funded homelessness response organizations and have issued requests for proposals for this budget cycle will maintain their investment amount.
- Partner Cities that have historically not funded homelessness response organizations shall allocate funding based on the average per-capita investment (calculated as a rate of \$1.20 per capita based on the April 1, 2022 Washington State Office of Financial Management's Population of Cities, Towns, and Counties Used for Allocation of Selected State Revenue) from the Partner Cities that have funded homelessness response.

For 2025 - 2026 budget cycle:

- Each Partner City shall provide a funding allocation reserved for the Authority at a rate of \$1.20 per capita based on the April 1, 2024 Washington State Office of Financial Management's Population of Cities, Towns, and Counties Used for Allocation of Selected State Revenue with opportunity for its city council to allocate additional funding to the Authority.
- The Authority will provide a funding contribution recommendation informed by HMIS data and sub-regional planning efforts to make informed recommendations based on needs of north King County residents.

This Agreement does not preclude any Partner City from allocating funding for homeless services separate and apart from this Agreement. If a Partner City decides to allocate such funding, the Partner City shall first consult with the Authority so as to align the provision of these services with the Authority's North King County Sub-Region planning. Provided, that the allocation of funding is at the sole discretion of the Partner City and the Authority's consent or agreement is not required before an allocation may be made.

EXHIBIT C
INTERLOCAL AGREEMENT

4

**INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF THE
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY
BETWEEN KING COUNTY AND THE CITY OF SEATTLE
PURSUANT TO RCW 39.34.030**

Dated December 11, 2019

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**INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT
OF THE KING COUNTY REGIONAL HOMELESSNESS AUTHORITY**

RECITALS:

WHEREAS, the federal and state government, King County (the “County”) and jurisdictions across the County, including the City of Seattle (“Seattle”), currently fund programs to provide services to individuals and families experiencing homelessness, but homelessness and housing insecurity remain a chronic and serious problem; and

WHEREAS, the County and Seattle have entered into a Memorandum of Understanding dated May 3, 2018, proposing a partnership to more effectively and consistently coordinate their provision of such services; and

WHEREAS, cities and counties are authorized to enter into interlocal cooperation agreements in accordance with chapter 39.34 RCW (the “Interlocal Cooperation Act”) to jointly provide services; and

WHEREAS, Seattle and the County have determined that a joint and cooperative undertaking to coordinate services within an equitable operational framework centering on people with lived experience of homelessness will enable and facilitate joint planning, program funding and establishing standards for and accountability of programs, and thereby improving the delivery of services and enhancing outcomes for those receiving such services; and

WHEREAS, Seattle and the County have committed to assessing the needs and specific recommendations for homelessness solutions through a Regional Action Plan; and

WHEREAS, people of color have been, and continue to be, overrepresented among those who struggle with homelessness and housing instability and, in order to successfully address homelessness, Seattle and the County seek to address the racial disparities among those experiencing it; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement for the purpose of facilitating the formation, administration, and operation of an independent governmental agency (as further defined herein as the “Authority”);

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

ARTICLE I

DEFINITIONS

As used herein the following capitalized terms shall have the following meanings. Terms not otherwise defined herein shall have their dictionary meaning.

“Advisory Committee” means the committee recognized by the Implementation Board serving as the Continuum of Care Board created by the Continuum of Care pursuant to 24 CFR Part 578 or its successor regulation to serve in an advisory capacity to the Implementation Board as set forth herein.

“Agreement” means this Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority, as it may be amended from time to time.

“Authority” means the King County Regional Homelessness Authority formed by the Parties as a separate governmental administrative agency pursuant to RCW 39.34.030(3).

“Bylaws” mean the Bylaws of the Governing Committee and the Implementation Board, respectively, and as they may be amended from time to time.

“Chief Executive Officer” means the Chief Executive Officer or similar office recommended by the Implementation Board and confirmed by the Governing Committee as provided herein.

“Contract Holder” means an entity with which the Authority contracts to perform a Homeless Service or other work.

“County” means King County, a municipal corporation and a home rule charter county organized under the laws of the State of Washington.

“County Council” means the legislative authority of the County.

“County Executive” means the King County Executive.

“Customers” means individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness.

“Effective Date” means the date that this Agreement becomes effective between the County and Seattle, which shall be the date of the last signature of a Party.

“Five-Year Plan” means the five-year implementation plan developed by the Authority, endorsed by the Implementation Board and approved by the Governing Committee. The Five-Year Plan shall incorporate requirements of the Master Agreements from Parties, and requirements of the Funders, and may be informed by the Regional Action Plan, if any, to guide the Authority’s operations. The Five-Year Plan shall incorporate principles of equity and social justice and shall identify strategies to reduce homelessness in at least the following populations: youth and young adults, families, veterans, single adults, seniors, and those experiencing acute behavioral health challenges.

“Funder” means a person or entity that provides Resources to the Authority to be used in the furtherance of the Authority’s purposes and mission.

"Goals, Policies, and Plans" means major strategic planning documents that guide the Authority's operations, including but not limited to the Five-Year Plan.

"Governing Committee" means the oversight committee established pursuant to this Agreement and that shall serve as the administrator for the Authority.

"Governing Committee Members" or "Members of the Governing Committee" shall mean members of the Governing Committee.

"Homeless Services" means shelter, day centers, hygiene facilities, housing, and related services to assist Customers.

"Homelessness Services Provider" means an entity that provides Homeless Services to Customers but not pursuant to a contract with the Authority.

"Implementation Board" means the body responsible for advising the Governing Committee, pursuant to this Interlocal Agreement.

"Implementation Board Members" or "Members of the Implementation Board" shall mean members of the Implementation Board.

"Interlocal Cooperation Act" means chapter 39.34 RCW as the same now exists or may hereafter be amended, or any successor act or acts.

"Lived Experience" means current or past experience of housing instability or homelessness, including individuals who have accessed or sought homeless services while fleeing domestic violence and other unsafe situations.

"Marginalized Demographic Populations" means groups or communities affected by structural racism, ableism, homophobia, transphobia, misogyny or other sources of inequities and disproportionately experiencing or at imminent risk of experiencing homelessness.

"Master Agreement" means the contract between the Authority and a Party that memorializes the services the Authority will provide in exchange for the Party's funding of the Authority or other consideration.

"Party" or "Party to this Agreement" means the County and Seattle. "Parties" means more than one Party.

"RCW" means the Revised Code of Washington.

"Resources" means those monies, employee time and facility space provided by an entity, either through contract or donation to support the operation of the Authority or the operation of Homeless Services.

“Regional Action Plan” or “RAP” means the plan created by the community to identify regional resource needs and guide decision-making goals to end homelessness. The initial RAP was prepared in 2020 through community discussions led by the Corporation for Supportive Housing. The RAP is intended to guide decision-making for the region, and not just be a plan that may inform the work of the Authority, and is necessarily much broader in scope than the Authority’s Five-Year Plan.

“SCA” means the Sound Cities Association or successor interest.

“Seattle” means the City of Seattle, a municipal corporation and first-class home rule city organized under the laws of the State of Washington.

“Seattle City Council” means the legislative authority of the Seattle.

“Seattle Mayor” means the Mayor of Seattle.

“State” means the State of Washington.

“Sub-Regional Planning Activity” means efforts to analyze and articulate local needs, priorities and solutions to address homelessness across the different areas of the County, inclusive of Seattle and north, east, south, and rural King County.

"Subscribing Agencies" means governmental entities, including but not limited to the State, counties other than King County, cities other than Seattle and housing authorities that contract, pursuant to the terms of this Agreement, with the Authority for the Authority’s services.

ARTICLE II

AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY

Section 1. King County Regional Homelessness Authority.

In accordance with RCW 39.34.030, this Agreement is entered into by and between Seattle and the County to establish a separate governmental administrative agency to accomplish the purpose and mission set forth herein and as this Agreement may be amended from time to time. The name of such separate governmental administrative agency shall be the "King County Regional Homelessness Authority" (the "Authority").

ARTICLE III

DURATION OF AUTHORITY

Section 1. Duration. Except as provided in Section 3 of this Article III, the initial duration of this Agreement shall be five (5) years from its Effective Date, with an automatic renewal starting in the sixth year for an indefinite period or until terminated by the Parties.

Section 2. Withdrawal. No Party is permitted to unilaterally withdraw until this Agreement has been in force at least five (5) years from the Effective Date; provided however, the Parties may agree to terminate this Agreement within the initial five (5) year period.

Section 3. Termination. This Agreement may be terminated by written, mutual agreement of the Parties and only after the legislative authorities of the Parties have authorized the termination by motion or resolution; provided however, the effective date of the termination shall be not less than one (1) year from the later date that the County’s motion and Seattle’s resolution has been delivered to the Authority. The Parties shall jointly undertake with the dissolution of the Authority to protect the public interest and prevent impairment of obligation, or if authorized by law, authorize or initiate proceedings in the Superior Court for the appointment and supervision of a receiver for such purposes.

ARTICLE IV

PURPOSE, MISSION AND GUIDING PRINCIPLES OF THE AUTHORITY

Section 1. Purpose. The Authority is a regional, independent governmental agency under RCW 39.34.030, the purposes of which are:

a. Providing consolidated, aligned services for individuals and families who are experiencing homelessness or who are at imminent risk of experiencing homelessness in the jurisdictional boundaries of King County, as such services may be revised or expanded from time to time consistent with the Five-Year Plan or successor planning document and principles set forth in this Agreement;

b. Receiving revenues from the County, Seattle, Funders and other public and private sources for the purposes of the Authority, and applying such revenues as permitted by this Agreement; and

c. Providing such other services as determined to be necessary to implement this Agreement.

Section 2. Mission. The mission of the Authority is to significantly decrease the incidence of homelessness throughout King County, using equity and social justice principles.

Section 3. Guiding Principles. The parties hereto agree that the establishment of the Authority is necessary to consolidate homelessness response systems under one regional entity which acts according to the following principles as may be amended by the Governing Committee from time to time:

(i) The Authority shall establish ongoing procedures, policies and mechanisms to ensure accountability to its Customers, its contract agencies, its funders, and the public.

(ii) The Authority shall be accountable in its decision-making processes and strategic planning to its Customers' experiences and to persons with Lived Experience.

(iii) The Authority shall address racial-ethnic and other statistical disproportionalities amongst the population of people experiencing homelessness, including addressing racial-ethnic inequities in the development, delivery, and evaluation of services in the homeless service system. The Authority shall proactively seek to eliminate disproportionalities in the population experiencing homelessness and outcomes for people experiencing homelessness by directly addressing structural racism, ableism, homophobia, transphobia, misogyny and other sources of inequities.

(iv) The Authority shall establish clear protocols for decision making that are easily understood by community members, Customers, and other stakeholders. These protocols shall have a clear process for Customer and provider input.

(v) The Authority shall make data-driven decisions and develop policies and practices to incorporate best practices and quantitative and qualitative data in the development of policies, programs, and funding decisions. It shall collect and analyze a broad array of data reflecting the performance and impact of its funded programs. The Authority shall collect and analyze data that enables tailored approaches for communities disproportionately impacted by the experience of homelessness and different sub-regions within King County. The Authority shall establish community-informed indicators, performance measures, and outcomes that draw on both quantitative and qualitative data.

(vi) The Authority shall, where possible and as revenue and budgeting allows, implement and support contracting processes and provider staff pay structures that promote high quality services, service system professionalization, and reduction of undue provider staff turnover.

(vii) The Authority shall create long-term institutional alignment across systems to meet the needs of people at imminent risk of becoming homeless and those experiencing homelessness. The Authority shall adopt an evidence-based, housing first orientation and shall inform and support regional efforts to increase development of new 0 – 30% AMI housing and preserve existing affordable housing, with a priority for permanent supportive housing.

(viii) The Authority shall value distinctions in local context, needs and priorities through effective Sub-Regional Planning Activity. The Authority shall provide capacity to work with stakeholders from geographically diverse parts of the region to analyze, identify, and

implement priority services distinct to those sub-regions. Sub-regions shall be defined by the Authority, taking into consideration established sub-regional definitions including the spheres of influence for A Regional Coalition for Housing (ARCH) and the South King Housing and Homeless Partners (SKHHP) as well as any established County guidance.

Section 4. Initial Start-Up; Scope of Work

In addition to carrying out the terms of this Agreement and complying with the terms of Master Agreements that provide funding to the Authority, the Authority will, among other things:

a. Develop, within six months of the first Implementation Board meeting, an initial work plan that describes an organizational structure, a plan for initial implementation of contracted Homeless Services on behalf of the County and Seattle under the terms of their respective Master Agreements, and a description of goals and activities that the Authority will undertake until approval of its first Five-Year Plan. Such work plan will be recommended by the Implementation Board and approved by the Governing Committee.

b. Within the first 18 months of operations, the Authority shall work with current and former Customers and other stakeholders to develop a Five-Year Plan. The Authority’s Five-Year Plan may be informed by the Regional Action Plan. The Five-Year Plan shall be recommended by the Implementation Board, approved by the Governing Committee and periodically updated as provided herein. The Five-Year Plan shall:

(i) include a theory of change;

(ii) include specific, measurable actions, outcomes and goals, informed by the Regional Action Plan, that the Authority will take and track progress toward; and

(iii) provide for Sub-Regional Planning Activities to be developed with input from the Governing Committee, Advisory Committee and the Sound Cities Association.

c. Develop processes for procurement of services addressing homelessness.

d. Develop form contracts with Homelessness Service Providers with consistent terms, conditions and performance evaluation criteria.

e. Develop consistent standards for the comprehensive data collection, monitoring, and evaluation of systems and program performance.

f. Support continuous improvement of key system interventions (such as emergency services and homeless housing) and evaluate community impact, including community engagement, Customer engagement, and continuum of care compliance, and support an Office of the Ombuds.

ARTICLE V

POWERS OF AUTHORITY

Section 1. Powers. Except as otherwise limited by Washington State law, the Authority shall have all powers, privileges or authority that may be exercised or capable of exercise by both the County and Seattle necessary or convenient to effect the purposes for which the Authority is established and to perform authorized Authority functions, including without limitation the power to:

- a.** Own, lease, acquire, dispose of, exchange and sell real and personal property;
- b.** Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, the County, Seattle, any city other than Seattle, any Additional Party, any agency of the State or its political subdivisions, and the State, any Indian Tribe, and the United States or any agency or department thereof;
- c.** Provide for, carry out, and implement the provisions of this Agreement;
- d.** Sue and be sued in its name;
- e.** Lend its monies, property, credit or services, or borrow money;
- f.** Do anything a natural person may do;
- g.** Perform and undertake all manner and type of community services and activities in furtherance of the carrying out of the purposes or objectives of any program or project heretofore or hereafter funded in whole or in part with funds received from the United States, state, county, or other political entity, or any agency or department thereof, or any other program or project, whether or not funded with such funds, which the Authority is authorized to undertake by Federal or Washington State law, County or Seattle ordinance, County motion or Seattle resolution, by agreement with the County, Seattle, or as may otherwise be authorized by the County or Seattle;
- h.** Transfer any funds, real or personal property, property interests, or services, with or without consideration;
- i.** Receive and administer governmental or private property, funds, goods, or services for any lawful public purpose;
- j.** Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;

- k.** Secure financial assistance, including funds from the United States, a state, or any political subdivision or agency of either for corporate projects and activities;
- l.** Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;
- m.** Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;
- n.** Initiate, carry out, and complete such capital improvements of benefit to the public consistent with this Agreement;
- o.** Recommend to the United States, a state, and any political subdivision or agency of any of them, such security measures as the Authority may deem appropriate to maximize the public interest in the County;
- p.** Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;
- q.** Control the use and disposition of corporate property, assets, and credit;
- r.** Invest and reinvest its monies;
- s.** Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
- t.** Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law and this Agreement;
- u.** Carry on its operations, and use its property as allowed by law and consistent with this Agreement; designate agents, and hire employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice; and
- v.** Exercise and enjoy such additional powers as may be authorized by law, except as may be expressly limited by the terms of this Agreement.

ARTICLE VI

LIMITS ON AUTHORITY POWERS

Section 1. Limits on Authority Powers. The Authority in all activities and transactions shall be limited in the following respects:

- a.** The Authority shall have no power to issue debt or to levy taxes.
- b.** The Authority may not incur or create any liability that permits recourse by any contracting party or member of the public against any assets, services, Resources, or credit of the County or Seattle, unless otherwise explicitly agreed to in writing by such entity.
- c.** No funds, assets, or property of the Authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or any state legislature or any governing body of any political entity; provided, however, that funds may be used for representatives and staff of the Authority to communicate with governmental entities and members of Congress of the United States or any state legislature or any governing body of any political entity concerning funding and other matters directly affecting the Authority, so long as such activities do not constitute a substantial part of the Authority's activities and unless such activities are specifically limited in this Agreement.
- d.** All revenues, assets, or credit of the Authority shall be applied toward or expended upon services, projects, and activities authorized by this Agreement. No part of the revenues, assets or credit of the Authority shall inure to the benefit of, or be distributable as such to, Implementation Board Members, Governing Committee Members, members of the Advisory Committee or other committees, officers or other private persons, except that the Authority is authorized and empowered to:
 - (i)** Provide a per diem to Implementation Board Members and Governing Committee Members who have experienced homelessness. Reimburse Governing Committee Members, Implementation Board Members, members of the Advisory Committee or other committee, and employees and others performing services for the Authority for reasonable expenses actually incurred in performing their duties, and compensate employees and others performing services for the Authority a reasonable amount for services rendered;
 - (ii)** Assist Implementation Board Members, Governing Committee Members, members of the Advisory Committee or other committee, or employees as members of a general class of persons who receive services provided by or through the Authority as long as no special privileges or treatment accrues to such Implementation Board Members, Governing Committee Members, members of the

Advisory Committee or other committee or employees by reason of their status or position in the Authority;

(iii). To the extent permitted by law, defend and indemnify any current or former Implementation Board Members, Governing Committee Members or employees as provided herein;

(iv) Purchase insurance to protect and hold personally harmless any current or former Implementation Board Members, Governing Committee Members or employee and their successors from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the Implementation Board Members, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this Section 1.d. of Article VI shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

(v) Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Authority's transactions or activities, and such gain shall be applied to providing Homeless Services, and as long as no Party is charged more than its total annual or biennial allocation as provided in this Agreement.

e. The Authority shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its Implementation Board Members, Governing Committee Members or employees or otherwise engage in business for private gain.

Section 2. Limitation on Liability.

All debts, obligations and liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against the County, Seattle, Funders or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by the County, Seattle, Funders or such entity or agency.

Section 3. Mandatory Disclaimer.

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Authority's principal and other offices. It shall also be printed or stamped on all contracts and other documents that may entail any debt or liability by the Authority. Failure to display, print or stamp the statement required by this Section 3 of Article VI shall not be taken as creating any liability for any entity other than the Authority.

The King County Regional Homelessness Authority (the “Authority”) is an independent governmental agency created pursuant to an Interlocal Agreement between King County and the City of Seattle pursuant to RCW 39.34.030. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

**ARTICLE VII
BUDGETING AND CONTRACTING**

Section 1. Provision of Funds.

(a) The Authority shall annually submit a proposed budget request to each of the Parties, consistent with the budget approved by the Governing Committee. Requests shall be made by the Authority to the Parties at the time and in the form as determined to be necessary to comply with the fiscal and budget cycles of the individual Party and that is consistent with the Resources provided by the Parties. Each Party shall review the proposed budget request and strive to allocate monies to the Authority consistent with the budget request and overall Five-Year Plan or successor planning documents; provided, that the County’s allocation shall be made biennially. The Authority’s proposed budget request for the County for the second year of the biennium shall describe the reason for any requested adjustments to the County’s budget appropriation for the biennium. Parties shall provide monies to the Authority subject to the terms of each Party’s Master Agreement.

(b) It is Seattle’s intent to provide the same funding to the Authority that it budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the Authority and related administrative expenses. In 2019 that amount is approximately \$73,000,000. In accordance with the foregoing, Seattle anticipates providing the following to the Authority, in all cases subject to annual budget appropriations:

1. Initial, start-up funding of no more than \$2,000,000 for calendar year 2020 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the Authority’s expected first year of operation. In the event that the Authority determines that a portion of the initial, start-up funding is necessary on an ongoing basis to fully fund the administrative costs of the Authority so as not to reduce the level of Homeless Services provided in 2020 and subsequent years, the Authority may request additional funding from Seattle in an amount that demonstrates a shared investment in ongoing administrative costs between King County and Seattle; and

2. Except as otherwise provided in Section 1(h) of this Article VII, program and administrative funding of no less than \$73,000,000 for 2020 (or a pro rata portion commensurate with the needs of the Authority if the Authority commences administration of Homeless Services contracts later than January 1, 2020) and for each of the following three years,

and thereafter, funding as necessary for the Authority to acquire through contract Homeless Services and to fund the administrative costs of the Authority.

(c) It is the County's intent to provide the same funding to the Authority that it budgeted in 2019 for the Homeless Services contracts anticipated to be transferred to the Authority and related administrative expenses. In 2019 that amount is approximately \$55,000,000. In accordance with the foregoing, the County anticipates providing the following to the Authority, in all cases subject to budget appropriations:

1. Initial, start-up funding of no more than \$1,755,000 for calendar year 2020 (or a pro rata portion if the Authority commences operations later than January 1, 2020), the Authority's expected first year of operation. In the event that the Authority determines that a portion of the initial, start-up funding is necessary on an ongoing basis to fully fund the administrative costs of the Authority so as not to reduce the level of Homeless Services provided in 2020 and subsequent years, the Authority may request additional funding from King County in an amount that demonstrates a shared investment in ongoing administrative costs between King County and Seattle; and

2. Except as otherwise provided in Section 1(h) of this Article VII, program and administrative funding of no less than \$55,000,000 for 2020 (or a pro rata portion commensurate with the needs of the Authority if the Authority commences administration of Homeless Services contracts later than January 1, 2020) and for each of the following three years, and thereafter, funding as necessary for the Authority to acquire through contract Homeless Services and to fund the administrative costs of the Authority; provided, that such administrative funding shall include the cost of the space contributed by the County described in Section 1(d) of this Article VII.

(d) The County agrees to make facilities available to the Authority for Authority operations. The County's funding to the Authority in Section 1(c) of this Article VII shall include the value of County space contributed by the County to the Authority. The County's funding in Section 1(c) of this Article VII shall be reduced to the extent the County directly pays for programs and administration during a transition period. Seattle's funding in Section 1(b) of this Article VII shall be reduced to the extent Seattle directly pays for programs and administration during a transition period.

(e) The Parties will enter into separate Master Agreements with the Authority setting forth each Party's respective processes to provide Resources or other consideration to the Authority pursuant to the terms and conditions set forth herein and in the Party's Master Agreement with the Authority. The Parties will collaborate so that, to the extent possible, their Master Agreements have similar and consistent terms, conditions and requirements so as to reduce inefficiencies and avoid any conflicting requirements for the Authority. The terms of the Master Agreements shall be consistent with this Agreement; in the event of a conflict between a Master Agreement and this Agreement, the terms of this Agreement shall prevail.

(f) The Parties will use best efforts to coordinate the development of their respective Master Agreements to ensure consistency and that the Authority will be provided adequate Resources to optimize the provision of services with appropriate accountability.

(g) If the Authority applies for and receives monies which had, in prior years, been accredited to either Seattle or King County, then: (1) in future years, the amount of such monies shall be credited towards the allocations as defined in Section 1.b.2 and Section 1.c.2 of this Article VII, respectively, and (2) the Authority shall give first priority to providing services to those persons who were previously served by such monies.

(h) Seattle or the County may reduce their expected funding, set forth in Sections 1.b.2 and 1.c.2 of this Article VII respectively, commensurate with reductions or eliminations of funding available for homelessness programs or services, by providing written notice to the Authority and executing a unilateral amendment to the affected Party's Master Agreement.

(i) The Authority shall comply with all federal, State, Seattle and County statutory and legal requirements, as applicable, in respect to all grant funds contributed by each Party.

(j) The Authority shall be subject to annual audit by the State Auditor, and by Seattle and County at the option of each.

Section 2. Information Required for Oversight of the Authority. Each of the Master Agreements shall include provisions obligating the Authority to provide the following minimum information to each Party:

(a) An annual operating budget displaying the various sources and uses of Authority revenues, with expenditures aggregated and disaggregated based on source;

(b) Quarterly reporting on expenditures against budget, as well as full transparency into on-going spending provided by access to the Authority's financial systems;

(c) Standards and procedures for the awarding of contracts to service providers, including means to measure outcomes;

(d) Annual reports showing comparative outcomes by service providers and evaluations of contract performance;

(e) A Five-Year Plan for the funding of Homeless Services; and

(f) An annual performance update on the Five-Year Plan or successor planning document.

Section 3. Subscribing Agency Service Contracts for the Provision of Homeless Services. Nothing herein shall prohibit the Authority from entering into contracts with Subscribing Agencies ("Subscribing Agency Contracts") so long as (i) such contracts are subject to the availability of grant or other funding, (ii) upon request, copies of such contracts be provided to a Party, and (iii)

such Subscribing Agency Contracts do not impair the obligations of the Authority to any Party or any other contractors. In consideration for the Authority providing such Homeless Services to a Subscribing Agency, that Subscribing Agency shall either provide Resources to the Authority or align the Subscribing Agency's provision of related services consistent with the Authority's budget, the Five-Year Plan or successor planning document, and the Authority's Goals, Policies, and Plans as approved by the Governing Committee. The Authority shall fund and provide services across the County regardless of whether a local jurisdiction is a Subscribing Agency to this Agreement.

ARTICLE VIII

ORGANIZATION OF AUTHORITY

Section 1. Governing Committee. A Governing Committee, comprised of elected officials serving ex officio and individuals representing those with Lived Experience, shall be formed to act as the administrator for the Authority and for the purposes of performing the duties set out in this Agreement. In selecting Members to serve on the Governing Committee, the blocs referenced in Section 1.a. of this Article VIII shall strive to reflect the racial and ethnic makeup of King County residents overall to ensure the inclusion of members of racial and ethnic groups disproportionately experiencing homelessness.

a. Governing Committee Composition. The Governing Committee shall be composed of the following members:

- (i) the County Executive and two (2) members of the King County Council. One (1) of the two (2) Councilmembers shall represent a district that is in whole or in part located in Seattle and one (1) shall represent a district outside of Seattle;
- (ii) the Seattle Mayor and two (2) members of the Seattle City Council;
- (iii) three (3) members shall be elected officials from cities or towns other than Seattle; and
- (iv) three (3) members representing individuals with Lived Experience, which members shall be selected by the Advisory Committee, or, if the Advisory Committee has not yet been established, the Continuum of Care Board created pursuant to 24 CFR Part 578 or successor regulation, which shall consider recommendations from the Coalition of Lived Experience or other groups representing individuals with Lived Experience. The Advisory Committee shall prioritize appointing individuals with personal Lived Experience. At least one of the three (3) Members shall represent individuals with Lived Experience in areas outside Seattle.

After selecting its three Governing Committee Members, a bloc referenced above in this Section 1.a. of Article VIII shall notify the other blocs of the names and contact information for that bloc's

selected Members. Notice to the County shall be sent to both the County Executive and the Chair of the County Council. Notice to Seattle shall be sent to both the Seattle Mayor and the president of the Seattle City Council. Notice to SCA shall be sent to the SCA Executive Director. Notice to the members representing individuals with Lived Experience shall be sent to the Advisory Committee or, if the Advisory Committee has not yet been established, the Continuum of Care Board created pursuant to 24 CFR Part 578 or successor regulation. It is the intent of the Parties that selection of members for each bloc referenced above in this Section 1.a. of Article VIII shall occur expeditiously so that the first meeting of the Governing Committee may occur within ninety (90) days of the Effective Date.

b. Actions Requiring Approval by Resolution and Voting. A general or particular authorization and concurrence of the Governing Committee by resolution shall be necessary for any of the following transactions and as provided in Section 1.b.(i) and Section 1.b.(iii) of this Article VIII.

Each individual Governing Committee Member shall be a voting member and shall have one vote. A Governing Committee Member may not split his or her vote on an issue. No voting by proxies or mail-in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws or policies of the Authority is not considered a vote by proxy.

(i) The following actions of the Governing Committee shall require an affirmative vote of a majority of Governing Committee Members present, provided quorum requirements in Section 1.d. of this Article VIII are met:

- (1) Remove Implementation Board Members for cause as provided in this Agreement;
- (2) Recommend to the County Council and Seattle City Council amendments to this Agreement;
- (3) Adopt and amend Bylaws of the Governing Committee;
- (4) Confirm Implementation Board Members in accordance with Section 2 of this Article VIII;
- (5) Approve for implementation the recommendations of the staffing plan and organization structure described at Section 5.a of Article IX;
- (6) Approve performance metrics; and
- (7) Change the name of the Authority.

(ii) The following actions shall require an affirmative vote of a two-thirds majority of Governing Committee Members present, provided quorum requirements in Section 1.d. of this Article VIII are met:

- (1) Approve or amend Goals, Policies, and Plans;
- (2) Approve or amend the annual budget recommended by the Implementation Board; and
- (3) Confirm the Chief Executive Officer.

(iii) Removal of the Chief Executive Officer shall require an affirmative vote of nine (9) Members of the Governing Committee.

c. Organization. Members of the Governing Committee shall elect a chair from among its Members, who shall serve a two-year term; provided however, that nothing prevents the Governing Committee from appointing co-chairs.

d. Quorum. At all meetings of the Governing Committee, a quorum of the Governing Committee must be present in order to do business on any issue. A quorum shall be defined as nine (9) Governing Committee Members selected pursuant to Section 1.f of this Article VIII.

e. Annual Performance Report. The Governing Committee shall annually receive an annual performance report prepared by the Authority with input from the Implementation Board.

f. Term. The terms of the Seattle Mayor and the County Executive shall be co-terminus with their respective offices. The County Council and Seattle City Council shall determine which of its respective members shall serve on the Governing Committee and such Members shall serve until replaced or until no longer a member of their respective Council. The Governing Committee Members that are city elected officials from outside Seattle are appointed by the SCA and shall serve until replaced or until no longer eligible for appointment. The Governing Committee Members representing individuals with Lived Experience shall serve until replaced by the Advisory Committee.

g. Consecutive Absences. Any Governing Committee Member who is absent for three consecutive regular meetings without excuse may, by resolution duly adopted by a majority vote of the remaining Governing Committee Members, be deemed to have forfeited his or her position as Governing Committee Member and that Member's position shall be vacant.

Forfeiting a Governing Committee Member position pursuant to this Section 1.g. of Article VIII shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment for the forfeited Governing Committee Member position.

Section 2. Implementation Board. The operations and management of all Authority affairs shall reside in an Implementation Board. The Implementation Board of the Authority shall be composed of thirteen members. The composition of the Implementation Board shall reflect the racial and ethnic makeup of King County residents overall to ensure the inclusion of members of racial and ethnic groups disproportionately experiencing homelessness.

a. Board Member Characteristics. Implementation Board Members shall be appointed so that the Implementation Board as a whole satisfies the representational standards set forth in this Section 2.a of Article VIII.

The Implementation Board shall be comprised of individuals who have connections to or experience with a broad range of stakeholders and communities, including but not limited to: the local business community; neighborhood and community associations; faith/religious groups; and the philanthropic community. A majority of the members of the Implementation Board shall be persons whose combination of identity, personal experience, or professional expertise enables them to credibly represent the perspectives of, and be accountable to, Marginalized Demographic Populations that are statistically disproportionately represented among people experiencing homelessness in King County. The Implementation Board members shall strive to reflect a diversity of geographies in King County.

The Implementation Board shall neither include elected officials nor employees of Seattle, the County or the Authority, nor employees, officials, agents or representatives of current Contract Holders or any entity that is likely to directly benefit from the actions of the Authority (except as set forth in Section 4 of this Article VIII).

b. Board Member Expertise and Skills. All Implementation Board Members shall possess substantial and demonstrable expertise, experience and/or skill in one or more of the areas specified in this Section 2.b of Article VIII. Individual members shall be appointed so that each skill and expertise specified in this Section 2.b of Article VIII is represented on the fully seated Implementation Board.

- (i) implementation of policies and practices that promote racial-ethnic equity within an organization of similar size or responsibility to the Authority;
- (ii) fiscal oversight of entities with budgets of similar size to the Authority;
- (iii) direction or oversight of business operations and/or strategy of a large public or private entity or organization;
- (iv) affordable housing finance and/or development;
- (v) physical and/or behavioral health care;
- (vi) labor unions and workforce;

(vii) Federal continuum of care program governance and operations and the ability to represent the perspectives of continuum of care membership;

(viii) provision of services for persons experiencing homelessness or related social services with an emphasis on serving populations that are disproportionately represented amongst those experiencing homelessness;

(ix) academic research on topics related to homelessness and/or data-based performance evaluation;

(x) criminal justice;

(xi) provision of child welfare services;

(xii) provision of youth services; and

(xiii) other characteristics determined to be necessary by the Implementation Board to carry out the purposes of the Authority.

c. Initial Appointments. The appointing entities described in Section 2.c.(i) through Section 2.c.(v) of this Article VIII shall convene a nominating committee to coordinate and confer on appointments of Implementation Board Members, in order to ensure that each skill and expertise specified in Section 2.b. of this Article VIII is represented on the fully seated Implementation Board. The Implementation Board shall be comprised of thirteen (13) Members appointed, subject to confirmation by the Governing Committee, as follows:

(i) two (2) Members of the Implementation Board shall be appointed by the Seattle Mayor, one to serve a four-year term and one to serve a five-year term;

(ii) two (2) Members of the Implementation Board shall be appointed by the Seattle City Council, one to serve a three-year term and one to serve a four-year term;

(iii) two (2) Members of the Implementation Board shall be appointed by the County Executive, one to serve a three-year term and one to serve a four-year term;

(iv) two (2) Members of the Implementation Board shall be appointed by the County Council, one to serve a three-year term and one to serve a five-year term;

(v) two (2) Members of the Implementation Board shall be appointed by the Sound Cities Association, one to serve a four-year term and one to serve a five-year term; and

(vi) three (3) Members representing individuals who have Lived Experience shall be appointed by the Advisory Committee, or, if the Advisory Committee has not yet been established, the Continuum of Care Board created pursuant to 24 CFR Part 578 or successor regulation, which shall consider recommendations from the Coalition of Lived Experience or other groups representing individuals with Lived Experience of homelessness, subject to confirmation by the Governing Committee pursuant to Section 1.b.(i) of this Article VIII. The Advisory Committee shall prioritize appointing individuals with personal Lived Experience. At least one of the three (3) Members shall represent stakeholders who have Lived Experience in areas outside the city of Seattle. The terms of these positions are as follows: one to serve a three-year term, one to serve a four-year term, and one to serve a five-year term.

It is the intent of the Parties that selection of individuals to serve as Implementation Board Members occur expeditiously so that the first meeting of the Implementation Board may occur within 60 days of the Governing Committee taking action to confirm the initial Implementation Board Members.

d. Subsequent Appointments. Upon expiration of each position, the initial appointing entity or party shall appoint a subsequent member to serve in the expired position for a four-year term subject to confirmation by the Governing Committee pursuant to Section 1.b.(i) of this Article VIII. Representatives of the appointing entities described in Section 2.c.(i) through Section 2.c.(v) of this Article VIII shall convene a nominating committee to coordinate and confer on appointments of Implementation Board Members.

e. Tenure of Implementation Board Members. Implementation Board Members shall continue in office until a successor is appointed and confirmed as provided herein. Successors shall serve four-year terms (or such shorter period, if appointed after the expiration of a term, so as to ensure the continuation of staggered Implementation Board terms). Implementation Board Members may serve no more than two successive complete terms.

f. Consecutive Absences. Any Implementation Board Member who is absent for three consecutive regular meetings without excuse may, by resolution duly adopted by a majority vote of the then Implementation Board Members, and such action is concurred with by a majority of the Governing Committee, be deemed to have forfeited his or her position as Implementation Board Member and that Member's position shall be vacant.

Forfeiting an Implementation Board Member position pursuant to this Section 2.f. of Article VIII shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment for the forfeited Implementation Board Member position and any successor shall hold office for the unexpired term.

g. Removal of Implementation Board Members. If it is determined by at least a majority of the Implementation Board that an Implementation Board Member should be removed with or without cause and such action is concurred in by a majority of the Governing Committee, the Governing Committee may by resolution remove such Implementation Board Member and that Member's position shall be vacant.

Removal of Implementation Board Members pursuant to this Section 2.g. of Article VIII shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment for the removed Implementation Board Member and any successor shall hold office for the unexpired term.

h. Vacancy on Implementation Board. A vacancy or vacancies on the Implementation Board shall be deemed to exist in case of the death, disability or resignation, or removal or forfeiture of membership as provided herein. Vacancies during and at the expiration of the term of an Implementation Board Member shall be filled for the unexpired term as soon as possible in the same manner as the appointment for the Board Member position vacated.

i. Duties of Implementation Board. The Implementation Board shall be responsible for the operations and management of the Authority and shall provide strategic vision, community accountability and robust oversight for the Authority.

In addition to the powers and duties granted in other provisions of this Agreement, the Implementation Board shall:

- (i) Meet regularly as set forth in Section 1 of Article X of this Agreement;
- (ii) Develop and recommend Goals, Policies, and Plans to the Governing Committee;
- (iii) Adopt an annual performance report and transmit such report to the Governing Committee annually;
- (iv) Develop and recommend to the Governing Committee policies and processes for competitive procurement of services, including but not limited to policies for allocation of funding across program types and across cities, towns, and unincorporated areas in King County that are consistent with the Five-Year Plan or successor planning document;
- (v) Develop and recommend a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law) that is consistent with the Five-Year Plan or successor planning document to be proposed to the Governing Committee;

(vi) Develop and transmit to the Governing Committee an annual funding allocation report, including but not limited to the sources and distribution of funding across program types and across cities, towns and unincorporated areas in King County;

(vii) Adopt an annual work plan which includes a summary of projects and activities to be undertaken during the budget period;

(viii) Cause the Authority to implement the Goals, Policies, and Plans approved by the Governing Committee, including through contracting for services, contracting to provide Homeless Services, making funding awards and doing all things necessary to oversee and carry out the implementation of the Authority's programs;

(ix) Ensure that the initial Five-Year Plan shall formalize sub-regional planning processes that are developed in consultation with the Governing Committee, the Advisory Committee, and the SCA. Sub-Regional Planning Activities will address factors, needs and resources unique to the respective regions. Such Sub-Regional Planning Activities will form the basis of the development of subsequent Five-Year Plans or successor planning documents, which may be informed by the Regional Action Plan. Annual work plans shall identify sub-regional goals and activities until such time as these are included in an approved Five-Year Plan;

(x) Adopt policies and procedures for oversight of major expenditures and other transactions, to include but not be limited to delegation of contracting authority to the Chief Executive Officer and the minimum standards for procurement of goods, services and property;

(xi) Conduct regular performance evaluation of the Chief Executive Officer; and

(xii) Cause the Authority to carry out the duties in this Agreement.

j. Actions Requiring Approval by Resolution. A general or particular authorization and concurrence of the Implementation Board by resolution shall be necessary for any of the following transactions:

(i) Transfer or conveyance of an interest in real estate, except for lien releases or satisfactions of a mortgage after payment has been received, or the execution of a lease for a current term less than one (1) year;

(ii) To the extent permitted by State law, donation of money, property or other assets belonging to the Authority;

(iii) Adoption of internal policies and procedures for oversight of major expenditures and other transactions;

(iv) Recommendation to the Governing Committee of an annual budget that is consistent with the Five-Year Plan or successor planning document;

(v) Recommendation to the Governing Committee of amendments to this Agreement;

(vi) Adoption and amendment of Bylaws for the Implementation Board;

(vii) Annual endorsement of a set of principles and priorities;

(viii) Recommendation to the Governing Committee of Goals, Policies, and Plans, including a Five-Year Plan;

(ix) Recommendation of a Chief Executive Officer to be confirmed by the Governing Committee, the recruitment of whom will be conducted jointly by the Implementation Board and the Governing Committee; and

(viii) Such other transactions, duties, and responsibilities as this Agreement shall repose in the Implementation Board or require Implementation Board participation by resolution.

k. Quorum of Implementation Board. At all meetings of the Implementation Board, a quorum of the Implementation Board must be present in order to do business on any issue. A quorum shall be defined as a majority of the Board Members in number, excluding any Board Member who has given notice of withdrawal or whose position is vacant in accordance with the provisions of Section 2.h. of this Article VIII.

l. Voting Requirements. Each individual Implementation Board Member shall be a voting member and shall have one vote. All resolutions shall require an affirmative vote of a majority of the Implementation Board Members voting on the issue; provided, that such majority equals not less than one-third (1/3) of the Implementation Board's total voting membership.

A Board Member may not split his or her vote on an issue. No voting by proxies or mail-in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws or policies of the Authority is not considered a vote by proxy.

Proposed amendments to this Agreement and the adoption and amendment of Bylaws shall require an affirmative vote of two-thirds (2/3) of the Members of the Implementation Board.

m. Equity Decision Making. The Authority shall advance equity and social justice in its processes, policies, and outcomes by proactively seeking to eliminate racial-ethnic disproportionalities in the population experiencing homelessness and to eliminate disparities in outcomes for people experiencing homelessness by addressing structural racism, ableism, homophobia, transphobia, misogyny and other sources of inequities. The Authority shall establish and operate under an equity-based decision-making framework to inform its policy, business process, and funding decisions. This equity-based decision-making framework shall provide for inclusion of Customers of the service system in decisions that will affect them; specify a framework for examining policy, business process, and funding decisions with an explicit equity and racial justice analysis; and shall establish processes to measure, evaluate, and respond to the impact of its decision-making on its goals of advancing equity. This framework shall be informed by people with Lived Experience and be approved by the Implementation Board of the Authority.

Section 3. Right to Indemnification.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Governing Committee Member, Implementation Board Member or employee of the Authority, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by the Authority to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be in such position and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in this Section 3 of Article VIII, with respect to proceedings seeking to enforce rights to indemnification, the Authority shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Implementation Board; provided, further, the right to indemnification conferred in this Section 3 of Article VIII shall be a contract right and shall include the right to be paid by the Authority the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceedings shall be made only upon delivery to the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Section 3 of Article VIII or otherwise.

Provided, further, that the foregoing indemnity may not apply, at the discretion of the Authority, to any person from or on account of:

a. Acts or omissions of such person finally adjudged to be reckless misconduct, intentional misconduct or a knowing violation of law; or

b. Any transaction with respect to which it was finally adjudged that such person personally received a benefit in money, property, or services to which such person was not legally entitled.

If a claim under this Section 3 of Article VIII is not paid in full by the Authority within sixty (60) days after a written claim has been received by the Authority, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Authority to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Section 3 of Article VIII upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Authority), and thereafter the Authority shall have the burden of proof to overcome the presumption that the claimant is so entitled. Neither the failure of the Authority (including the Implementation Board or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper nor a determination by the Authority (including its Implementation Board Members, Governing Committee Members or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

The right of indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 3 of Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Agreement, Bylaws, any other agreement or otherwise.

The Authority shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to projects and activities of the Authority and its Implementation Board Members, Governing Committee Members, staff and employees.

Section 4. Conduct; Code of Ethics.

Governing Committee Members, Implementation Board Members, members of the Advisory Committee or other committee and employees of the Authority shall conduct themselves in accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the “Code of Ethics for Municipal Officers”), chapter 42.30 RCW (the “Open Public Meetings Act”), and this Agreement and policies of the Authority.

All letters, memoranda and electronic communications or information (including email) that relate to conduct of the Authority or the performance of any Authority function may be public records subject to disclosure under chapter 42.56 RCW (the “Washington Public Records Act”). In the event that the Authority or any Governing Committee or Implementation Board Member or any member of the Advisory Committee or other committee receives a request for such records,

the Governing Committee or Implementation Board Member or any member of the Advisory Committee or other committee shall immediately provide the request to the public records officer of the Authority, and assist the public records officer in responding to the request.

Governing Committee Members, Implementation Board Members, and members of the Advisory Committee or other committee shall respect the confidentiality requirements regarding personnel, real estate transactions, proprietary matters, and attorney-client privileged communications, including those requirements listed herein and any other confidential information that is gained through their positions with the Authority. The Authority, rather than any individual, is the holder of these privileges and protections and only the Authority may elect to waive any such privileges or protections.

Any Governing Committee Member, Implementation Board Member, member of the Advisory Committee or other committee or Authority employee who has an actual or potential interest, or whose immediate family member (spouse, partner, child, sibling, or parent) has an interest, in any matter before the Implementation Board that would tend to prejudice his or her actions shall so publicly indicate according to the policies and procedures of the Authority. In such case any such individual shall recuse and refrain from voting upon and any manner of participation with respect to the matter in question so as to avoid any actual or potential conflict of interest. This requirement shall be in addition to all requirements under the Code of Ethics for Municipal Officers.

Governing Committee and Implementation Board Members, members of the Advisory Committee or other committee and employees of the Authority shall each submit an annual disclosure statement that requires the disclosure of any ownership or property or employment/affiliation with any party contracting with the Authority or providing services with the Authority. Any Governing Committee Member, Implementation Board Member and member of the Advisory Committee or other committee with such ownership interest, employment or affiliation shall recuse him or herself from participating in discussions, deliberations, preliminary negotiations, and votes if such property or employment/affiliation is directly benefiting from such action.

Notwithstanding anything herein to the contrary, the prohibition on conflicts of interest shall not apply to or otherwise prohibit a Governing Committee or Implementation Board Member from serving on the respective Board or voting on matters if such Member receives generally the same interest or benefits as are being made available or provided to a group or class of low-income, homeless or formerly homeless persons intended to be the beneficiaries of the services provided by or through the Authority. To ensure a diversity of representation on the Implementation Board, the Advisory Committee or other committee, nothing herein shall prevent Implementation Board Members of such bodies for whom Implementation Board service on which may be a financial hardship from receiving a stipend consistent with the stipend policies of similarly situated public and nonprofit boards.

ARTICLE IX

OFFICERS OF AUTHORITY; STAFFING

Section 1. Implementation Board Officers.

The Implementation Board Members shall elect from among themselves persons to serve in the following Implementation Board offices: Chairperson and Vice Chairperson. The Implementation Board Members may also create the offices of a Treasurer and Secretary which may be filled by Implementation Board Members, Authority employees or a Party's employee on loan to the Authority. In all cases the Chairperson and the Treasurer may not be the same person, and the Chairperson and the Vice Chairperson may not be the same person. The term of any officer shall expire one year after the officer is elected, or at such time as such officer's membership on the Implementation Board ceases or terminates, whichever is sooner. The Implementation Board may, under this Agreement, adopt Bylaws providing for additional officers, and, to the extent not inconsistent with this Agreement, may adopt Bylaws governing the offices and tenure of officers; the number of positions, powers and duties, and term of each office; the manner of appointment, selection, or election of office holders and the appointing, selecting, or electing authority; performance of duties of the office upon illness, death, incapacity, or absence of the officer; the filling of vacancies; and any qualification for the office and conditions upon exercising its powers. Nothing prevents the Implementation Board from appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into co-chairs.

Section 2. Duties of Officers.

Subject to the control of the Implementation Board, the Chairperson shall have general supervision, direction and control of the business and affairs of the Authority. On matters decided by the Authority, the signature of the Chairperson alone is sufficient to bind the corporation. The Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the event the Chairperson is unable to perform the duties of the office due to absence, illness, death, or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by the Implementation Board. To the extent not provided herein, the officers of the Authority shall have the duties as set forth in the Bylaws.

Section 3. Incapacity of Officers.

If the Treasurer or the Chairperson is incapacitated, another officer as provided for in the Bylaws shall be authorized to perform such duties without further authorization. The Treasurer is not authorized to perform the duties of the Chairperson, nor is the Chairperson authorized to perform the duties of the Treasurer.

Section 4. Advisory Committee; Committees.

The Implementation Board shall recognize a Continuum of Care Board created pursuant to 24 CFR Part 578 or its successor regulation to act as its Advisory Committee and serve the

Implementation Board by providing a broad array of perspectives, if such Continuum of Care Board takes action to serve as the Implementation Board's Advisory Committee. Members of the Advisory Committee shall be appointed by the Implementation Board. In the event that an existing Continuum of Care Board takes action to serve as the Authority's Advisory Committee, the Implementation Board may confirm any or all of the members of the Continuum of Care Board as members of the Advisory Committee, or may appoint new members to the Advisory Committee as set forth in the Bylaws or policies approved by the Implementation Board. The Advisory Committee shall be comprised of individuals with experience related to preventing and ending homelessness, including but not limited to: persons currently experiencing homelessness, populations disproportionately impacted by homelessness, Homelessness Services Providers, business, healthcare, labor and/or workforce, homeless housing and services, behavioral health services, criminal justice system, child welfare and data evaluation.

The Implementation Board may create additional committees and appoint individuals to such committees as set forth in the Bylaws or policies approved by the Implementation Board.

Section 5. Chief Executive Officer.

a. (i) Until the Governing Committee has approved an organizational structure and staffing plan, the Authority shall be staffed by employees from the Parties on loan to the Authority. Subject to any applicable collective bargaining agreement, the Chief Executive Officer may be responsible for supervising staff on loan from the Parties.

For inclusion among the Goals, Policies, and Plans to be recommended by the Implementation Board for Governing Committee approval, the Chief Executive Officer shall develop and propose a staffing plan for the Authority. The Chief Executive Officer shall within sixty days from his or her date of employment develop, in consultation with the Implementation Board, and propose an initial staffing plan for the Authority. The Chief Executive Officer may develop and propose subsequent updates to the staffing plan, also for inclusion among the Goals, Policies, and Plans to be recommended by the Implementation Board for Governing Committee approval.

In developing the staffing plan, the Chief Executive Officer shall recognize the significance of labor rights as well as existing collective bargaining agreements. The Chief Executive Officer shall also consider in developing the staffing plan the compensation and working conditions of the Parties' existing employees "on loan" to the Authority.

The staffing plan shall describe for each of the Authority's major bodies of work whether the body of work shall be accomplished by staff of the Authority, by agreement with one of the parties, by "loaned staff" of the parties under the operational control of the Authority, by contracted third party, or by a combination of those options.

For each major body of work that the Chief Executive Officer proposes full or partial accomplishment by staff of the authority or "loaned" staff of the parties, the staffing plan shall specify the number of full or partial full time-equivalent positions required for that major body of work. For each major body of work, the staffing plan shall articulate the

Chief Executive Officer's rationale for how the staffing plan supports the Authority's ability to accomplish its mission while promoting administrative and cost efficiency.

In addition to other major bodies of work that the Chief Executive Officer includes in the staffing plan, the staffing plan shall contain as major bodies of work support services that include procurement, legal support, human resources, information technology support, payroll, accounts payable and accounts receivable services, and facilities management. The staffing plan shall assess the benefits of and provide options for using support services provided by one or both of the Parties.

(ii) The Chief Executive Officer shall assign staff as necessary to ensure coordination and collaboration with homelessness crisis response partners and activities and adjacent systems whose work intersects with homelessness. The Chief Executive Officer shall assign at least one staff member to act as a liaison to ensure coordination and collaboration with homelessness crisis response partners and activities and adjacent systems whose work intersects with homelessness, including coordination with appropriate Seattle and King County agencies.

(iii) The Chief Executive Officer shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of Homeless Services so as to maximize the effectiveness and efficiency of the system. Such recommendation shall be presented by the Chief Executive Officer to the Implementation Board from time to time and if any recommendation would require a change or deviation from established policy adopted by the Governing Committee, such policy change or deviation shall require approval by the Governing Committee before the recommendation may be implemented.

b. The Implementation Board shall recommend the Chief Executive Officer to the Governing Committee for confirmation following a recruitment process conducted jointly by the Implementation Board and the Governing Committee. The Chief Executive Officer shall be responsible to the Implementation Board for the effective operations of the Authority. The following may be delegated to the Chief Executive Officer: (1) the authority sign documents and contracts on behalf of the Authority; and (2) such other duties as delegated or assigned by the Implementation Board.

c. At the request of the Governing Committee or on at least a quarterly basis, the Chief Executive Officer shall provide a written report to the Governing Committee and seek input from the Governing Committee on the performance of the Authority, to include an evaluation of the implementation of the Five-Year Plan or successor planning document, as well as reporting on other performance metrics that may be adopted by the Authority.

d. The Chief Executive Officer shall annually present an overview of the Authority's proposed annual budget, an update on how the Authority is performing against performance metrics approved by the Governing Committee to the (1) Seattle City

Council or a committee thereof, as determined by the Seattle City Council; and (2) King County Council or a committee thereof, as determined by the County Council and to the Regional Policy Committee, at the discretion of that regional committee. The date of such annual presentations shall be determined at the discretion of the Parties.

Section 6. Office of the Ombuds.

The Implementation Board shall cause the Authority to either (a) contract with either Party to provide ombuds services consistent with the requirements of this Section 6; or (b) create an office of the Ombuds (“Office of the Ombuds”) to promote Customer, employee and public confidence in the Authority’s ability to effectively, efficiently and equitably serve people experiencing homelessness. The Office of the Ombuds shall gather Customer feedback to improve the Authority’s operations and outcomes; ensure ease of contact for Customers and provide appropriate resources to resolve their concerns; implement strategies to collect, investigate, and respond to complaints and concerns about the delivery of services, policies, program administration, or other activities overseen or funded by the Authority; receive complaints from employees and Contract Holders; develop methods to respond to complaints or concerns in an equitable, impartial, and efficient manner; and be authorized to investigate complaints and issue findings, collect and analyze aggregate complaints data, and partner with Authority leadership, the Implementation Board, employees and Customers to design and recommend improvements in services, funding or oversight. The Office of the Ombuds shall report directly and independently to the Implementation Board on trends in Customer and employee feedback and activities undertaken in response to that feedback no less than twice per year.

ARTICLE X

MEETINGS OF THE AUTHORITY

Section 1. Time and Place of Meetings.

a. Meetings of the Governing Committee. Regular meetings of the Governing Committee shall be held at least four times per year at a regular time and place to be determined by the Governing Committee by resolution. No later than the last regular meeting of the calendar year, the Governing Committee shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 of this Article X. At any regular meeting of the Governing Committee, any business may be transacted and the Governing Committee may exercise all of its powers. Special meetings of the Governing Committee may be held from time to time in accordance with chapter 42.30 RCW (the “Open Public Meetings Act”).

b. Meetings of the Implementation Board. Regular meetings of the Implementation Board shall be held at least six times per year at a regular time and place

to be determined by the Implementation Board by resolution. No later than the last regular meeting of the calendar year, the Implementation Board shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 of this Article X. At any regular meeting of the Implementation Board, any business may be transacted and the Implementation Board may exercise all of its powers. Special meetings of the Implementation Board may be held from time to time in accordance with chapter 42.30 RCW (the “Open Public Meetings Act”).

Section 2. Notice of Regular Meetings.

At the beginning of each calendar year, the Authority shall post on its website the time and place of regular meetings of the Governing Committee and the Implementation Board for that calendar year. As the Advisory Committee meeting schedule is established, the Authority shall post on its website those meeting times and places. In addition, the Authority shall provide reasonable notice of such meetings to any individual specifically requesting it in writing. If a regular meeting schedule is to be changed by resolution, a copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 of this Article X and the change posted on the Authority’s website.

Section 3. Notice of Special Meetings.

Except as provided in Sections 10 and 11 of this Article X, notice of all special meetings of the Governing Committee and/or the Implementation Board shall be given by the chairperson of the respective body or by the person or persons calling the special meeting in accordance with RCW 42.30.080 by delivering personally, by electronic mail or by mail written notice at least 24 hours prior to the time of the meeting to each applicable Member, to each local newspaper of general circulation and to each radio or television station that has requested notice and to any other individual specifically requesting it in writing, and posted on the Authority’s website. The call and notice of all special meetings shall specify the time and place of all special meetings and the business to be transacted. Notice of special meetings of the Advisory Committee shall comply with 24 CFR 578.

Section 4. Waiver of Notice.

Notice as provided herein may be dispensed with as to any Governing Committee Member or Implementation Board Member, as applicable, who at or prior to the time the meeting convenes files with the Authority a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

Section 5. Agendas.

In accordance with chapter 42.30 RCW (the “Open Public Meetings Act”) for the Governing Committee, and the Implementation Board, and in accordance with 24 CFR 578 for the Advisory Committee, at least 24 hours before any regular or special meetings, the agenda for that meeting shall be posted and also be emailed or otherwise provided to the Seattle Council Clerk and to the County Council Clerk.

Section 6. Open Public Meetings.

All meetings of the Implementation Board and the Governing Committee shall be open to the public if and to the extent required by chapter 42.30 RCW (the “Open Public Meetings Act”). The Implementation Board and the Governing Committee may hold executive sessions to consider matters enumerated in chapter 42.30 RCW (the “Open Public Meetings Act) or as otherwise authorized by law. The meetings of the Advisory Committee shall be open to the public, except that the Advisory Committee may hold executive sessions as it deems necessary.

Section 7. Telephonic Participation

Implementation Board and the Governing Committee Members may participate in a regular or special meeting of the applicable body through the use of any means of communication by which all attending Members and members of the public participating in such meeting can hear each other during the meeting. Any Member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

Section 8. Parliamentary Authority.

The rules in the current edition of Robert’s Rules of Order Newly Revised, 11th Edition, shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with this Agreement or with the special rules of order of the Bylaws of the respective body.

Section 9. Minutes.

Copies of the minutes of all regular or special meetings of the Implementation Board and the Governing Committee shall be available to any person or organization that requests them. The minutes of all Implementation Board and the Governing Committee meetings shall include a record of individual votes on all matters requiring Implementation Board and the Governing Committee approval.

Section 10. First Meeting of the Governing Committee.

The Seattle Mayor and the County Executive shall jointly notice the first meeting of the Governing Committee as a special meeting and jointly prepare an agenda. This first meeting

shall occur within 90 days of the Effective Date or when all members of the Governing Committee have been selected in accordance with Section 1 of Article VIII, whichever is first.

Section 11. First Meeting of the Implementation Board.

The chair of the Governing Committee shall notice the first meeting of the Implementation Board as a special meeting and prepare an agenda. This first meeting shall occur within 60 days of the last appointment/confirmation of a Member to Implementation Board in accordance with Section 1.b.(ii) of Article VIII.

ARTICLE XI

MISCELLANEOUS

Section 1. Geographic Limitation.

The Authority may conduct activities outside of the County, subject, however, to a contract with a Subscribing Agency.

Section 2. Safeguarding of Funds.

Authority funds shall be deposited in a qualified public depository as required by law. The Authority shall establish a special fund with the County treasurer to be designated the “Operating fund of the King County Regional Homelessness Authority. The County shall act as the fiscal agent and Treasurer of the Authority with the authority to hold and invest funds on the Authority’s behalf and make payments for approved expenditures.

Section 3. Public Records.

The Authority shall maintain all of its records in a manner consistent with the Preservation and Destruction of Public Records Act, chapter 40.14 RCW. The public shall have access to records and information of the Authority to the extent as may be required by applicable laws. All costs associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by the Authority.

Section 4. Reports and Information; Audits.

Within nine (9) months after the end of the Authority’s fiscal year, the Authority shall file an annual report with the Finance Directors of the County and Seattle containing an audited statement of assets and liabilities, income and expenditures and changes in the Authority’s financial position during the previous year (or unaudited information if an audit is not yet available, to be promptly followed by audited information); a summary of significant accomplishments; a list of depositories used; a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law); a summary of projects

and activities to be undertaken during the budget period; and a list of members and officers of the Implementation Board.

The Authority shall be subject to annual audit by the State Auditor, and by Seattle and the County at the option of each. The Authority shall, at any time during normal business hours make available to the County Executive, the County Council, the Seattle Mayor, the Seattle City Council, and the State Auditor for examination all of the Authority's financial records.

Section 5. Performance Audit.

The County and Seattle will cause a performance audit to be conducted and completed by a consulting firm selected by the County and Seattle no later than six years after the Governing Committee confirms the initial Five-Year Plan. The performance audit report shall be transmitted to the clerks of both the King County Council and the Seattle City Council.

Section 6. Amendments to Agreement. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing, approved by the legislative authorities of each Party and executed by duly authorized agents of each Party.

Section 7. Nondiscrimination.

The Authority, its employees, agents, Contract Holders, and subcontractors, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to Seattle by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

Specifically, except as allowed by law, the following matters or activities shall not be directly or indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color, national origin, religion, pregnancy, gender, gender identity or expression, genetic information, domestic violence victimization, veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained service animal by a person with a disability:

- a. Membership on the Implementation Board;
- b. Employment, including solicitation or advertisements for employees; and
- c. Provisions of services to and contracts with the public.

Section 8. Labor Disputes.

Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority to achieve desired outcomes, Seattle and the County have agreed and acknowledged in this Agreement that they have an interest in ensuring that the Authority's operations and progress are not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle and the County have agreed, which is hereby confirmed in this Agreement, that the Authority and entities that contract with the Authority are required to adhere to labor laws, commit to promoting

labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in their operations.

Section 9. Inventory and Property.

Property, equipment and furnishings for the operations of the Authority shall be acquired by Authority as provided by law. If any Party furnishes property, equipment or furnishings for the Authority’s use, title to the same shall remain with the respective Party unless that property, equipment or furnishings are acquired by the Authority.

Section 10. Interlocal Cooperation Act.

a. This Agreement is intended to create a separate governmental administrative entity within the meaning of RCW 39.34.030(3) and not a “joint board” within the meaning of RCW 39.34.030(4)(a).

b. Each Party will file or post this Agreement as required by RCW 39.34.040.

Section 11. Notice to the Parties.

Any formal notice or communication to be given among the Parties to this Agreement shall be deemed properly given, if delivered either in physical or electronic means, or if mailed postage prepaid and addressed to:

King County
Attn: Leo Flor, Director, Department of Community and Human Services
401 Fifth Avenue, Suite 400
Mailstop CNK-HS-0400
Seattle, Washington 98104

City of Seattle
Attn: Jason Johnson, Acting Director, Human Services Department
700 Fifth Ave., Suite 5800
Seattle, Washington 98104

Section 12. Additional Provisions.

a. **Integration.** This Agreement contains all of the terms and conditions agreed upon by the Parties hereto concerning the establishment of the Authority. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of the Parties hereto to execute this Agreement.

b. Severability. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.

c. Indemnification among the Parties Hereto. To the maximum extent permitted by law, each party hereto shall indemnify and hold harmless the other Parties and its or their agents, employees, and/or officers, from any and all costs, claims, judgments, or awards of damages arising out of the negligent acts or omissions of such indemnifying party, its officers, employees or agents and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other Parties arising out of, in connection with, or incident to this Agreement and the indemnifying party's negligent performance or failure to perform any aspect of this Agreement. In the event of any such liability arises from the concurrent negligence of the indemnifying party and another party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

d. No Third Party Beneficiary Rights. The provisions of this Agreement are for the sole benefit of the Parties, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).

e. Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall be an original, but those counterparts will constitute one and the same instrument.

This Agreement is APPROVED this ____ day of _____, ____.

County Executive, King County

ATTEST:

[County Prosecuting Attorney]

RECEIPT ACKNOWLEDGED BY:

Mayor, City of Seattle

ATTEST:

City Clerk



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

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

Legislative History

- First Presentation – October 24, 2024, Regular City Council Meeting
- Second Presentation – November 7, 2024, Special City Council Meeting

Attachments:

1. Proposed Interlocal Agreement
2. Current Interlocal Agreement

Executive Summary

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

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

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

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

Background

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

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

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

Fiscal & Policy Implications

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

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

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

Staff Recommendation

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

RESOLUTION NO. 24-1976

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

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

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

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

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

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

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

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

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

RESOLUTION NO. 1702

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

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

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

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

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

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

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

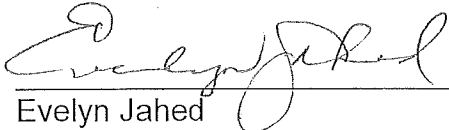
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 8th day of November, 2018.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

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

EXHIBIT A
to Resolution 1702

Interlocal Agreement for Regional Emergency Management

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

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

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

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

RECITALS

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

AGREEMENT

To that end, the Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LFP:

Kenmore:

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

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

KCFD16:

NUD:

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

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

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

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

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

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

Functions for Northshore Utility District

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

Interlocal Agreement for Regional Emergency Management

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

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

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

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

RECITALS

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

AGREEMENT

To that end, the Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAKE FOREST PARK

CITY OF KENMORE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

KING COUNTY FIRE DISTRICT NO. 16

By: _____

Printed Name: _____

Title: _____

Date: _____



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

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

Legislative History

- First Presentation October 24, 2024 Regular Meeting
- Second Presentation November 7, 2024 Regular Meeting

Attachments:

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

Executive Summary

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

Background

GTH has been instrumental in the City receiving funding for fish culverts on Lyon Creek, Five Acre Woods acquisition, conceptual design of the grade separated crossing of SR 522, construction funding

for the SR 104 & 40th Place NE roundabout, Lakefront Property acquisition, and has been instrumental in messaging the city’s position and effectuating change in traffic camera legislation and legislation related to one size fits all middle housing legislation. Since the City began contracting with GTH, it has received \$5.54 million in direct appropriations from the state. The positive relationships and the momentum created by GTH effort positions City for a successful 2025 and 2026 session.

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

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

Fiscal & Policy Implications

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

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt the Resolution 	Administration will continue to work with consultant
<ul style="list-style-type: none"> • Not adopt the Resolution 	The city runs the risk of missing out on appropriations

Staff Recommendation

Review the contract and resolution

RESOLUTION NO. 24-1978

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

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

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

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

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

Section 1. AUTHORIZATION. The City Council of Lake Forest Park authorizes the Mayor to sign the contract with Gordon Thomas Honeywell Government Relations for state government affairs support in substantially the form attached as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ____ day of _____, 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

Exhibit A – GTH-Gov 2025

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

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

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

Consultant Business: Gordon Thomas Honeywell Government Relations

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

Consultant Phone: 253-620-6500

Consultant Fax: 253-620-6565

Contact Name Shelly Helder

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

Federal Employee ID No.:

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

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

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

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

WHEREAS, the City desires to engage the Consultant.

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A – Scope of Work incorporated herein, (“collectively “Scope of Work” or the “Work”). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

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

Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2026, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed thirty-eight thousand and nine hundred forty dollars (\$38,940.00) annually as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

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

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to the Finance Department, , ap@cityoflfp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

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

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

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

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

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

8. Insurance.

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

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
4. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

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

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured

on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

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

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

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

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

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

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

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

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

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

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

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

18. **Notices.**

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

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

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

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

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

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

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

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

Date: _____ |

EXHIBIT A
SCOPE OF WORK

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

EXHIBIT B
FEE SCHEDULE

Section 10, Item B.

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

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



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

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

Legislative History

- First Presentation – October 24, 2024, Regular City Council Meeting
- Second Presentation – November 7, 2024, Special City Council Meeting

Attachments:

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

Executive Summary

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

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

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

compliance with that chapter, the walls are located within the WSDOT right-of-way and will be owned by WSDOT, with maintenance and small repairs being the responsibility of the City. Details of maintenance obligations are reflected in Exhibit A (attachment 1).

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

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

Background

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

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

Fiscal & Policy Implications

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

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt the Resolution 	Administration will complete the agreement with WSDOT for the retaining wall
<ul style="list-style-type: none"> • Not adopt the resolution 	Administration will be have to re-negotiate with WSDOT regarding the retaining wall

Staff Recommendation

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

RESOLUTION NO. 24-1979

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

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

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

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

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

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

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

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

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

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

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

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

RECITALS

1. As part of the State Route 522/ NE 145th Stride Bus Rapid Transit Project, the Central Puget Sound Regional Transit Authority (hereinafter referred to as "Sound Transit") will be constructing new retaining walls along the SR 522 corridor. A portion of the new retaining walls fall within the limits of LFP.

2. LFP has requested that Sound Transit construct the retaining walls in a manner that deviates from WSDOT's standards for retaining walls.

3. WSDOT has agreed to deviate from WSDOT's standards for retaining walls and in exchange LFP has agreed to perform the required inspections and routine maintenance for the retaining walls as depicted in Exhibit "A", attached hereto.

4. LFP has agreed to inspect and maintain the drainage trench that runs along the top of the retaining walls, as shown in Exhibit "A", attached hereto.

5. LFP has agreed to inspect, maintain, and replace the fencing that will be installed along the top of the retaining walls, as shown in Exhibit "A".

6. THE PARTIES wish to enter into this Agreement set forth their respective obligations for the maintenance, inspection, and replacement of the retaining walls and related drainage trench and fences described within this Agreement.

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

1. COOPERATION

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

2. PURPOSE

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

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

3. PERIOD OF PERFORMANCE

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

4. TERMINATION

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

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

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

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

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

5. LFP INSPECTION AND MAINTENANCE RESPONSIBILITIES

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

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

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

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

5.5. The LFP Work includes the following:

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

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

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

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

5.6. LFP Requested Work and Traffic Control

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

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

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

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

6. RETAINING WALL REPLACEMENT

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

7. EMERGENCY MAINTENANCE OR REPAIR

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

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

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

8. FAILURE TO PERFORM MAINTENANCE AND EMERGENCY MAINTENANCE

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

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

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

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

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

9. RIGHT OF ENTRY

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

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

10. FUTURE IMPROVEMENTS

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

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

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

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

11. THIRD PARTY DAMAGE

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

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

12. ADMINISTRATION AND NOTICES

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

POC for LFP:
Director of Public Works.

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

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

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

13. ASSIGNMENT AND SUBCONTRACT

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

14. LEGAL RELATIONS

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

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

15. INDEMNIFICATION

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

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

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

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

16. DISPUTE RESOLUTION

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

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

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

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

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

17. RECORDS AND AUDIT

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

18. GENERAL

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

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

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

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

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

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

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

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

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

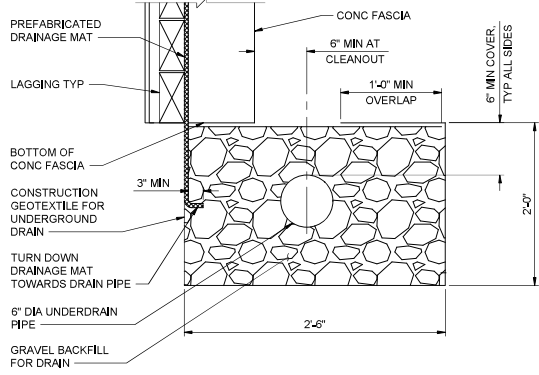
CONTRACT EXECUTION

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

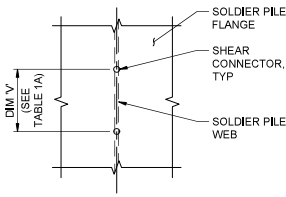
Lake Forest Park	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

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

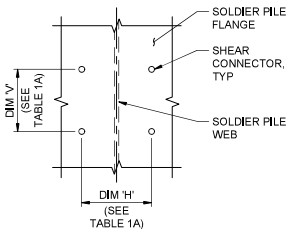
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GR-SEAL-120123369



SOLDIER PILE UNDERDRAIN DETAIL 1
NOT TO SCALE



SHEAR CONNECTOR LAYOUT TYPE 1
NTS



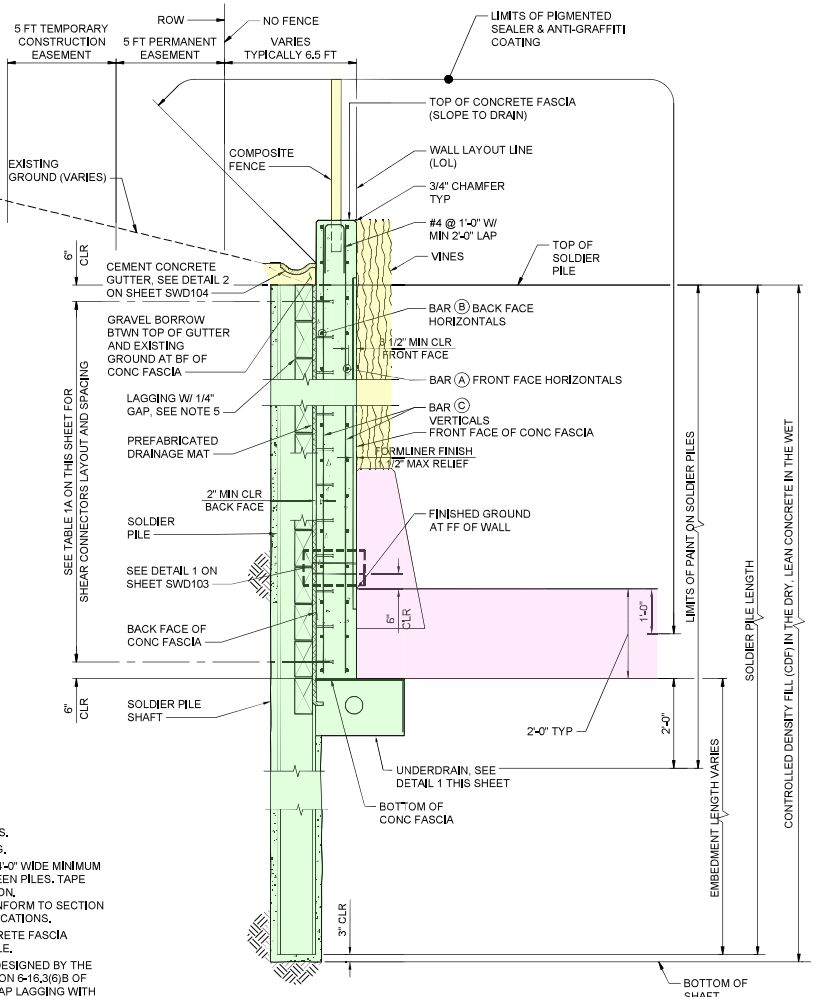
SHEAR CONNECTOR LAYOUT TYPE 2
NTS

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

* WELDED SHEAR CONNECTOR LENGTH IS MINIMUM LENGTH AFTER WELD

LEGEND

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



SOLDIER PILE CUT WALL TYPICAL SECTION B
NOT TO SCALE

GENERAL NOTES:

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

08/19/23 | 3:30 PM | SCHWABSB
C:\PWORKING\GAC005_B01EG_SCHWABSB\04940463-8175-SWD102.DWG

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

Retaining Wall Design Standards

July 27, 2023

INTENT

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

INTERPRETATION

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

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

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

PROVISIONS

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

FIGURE A



FIGURE B

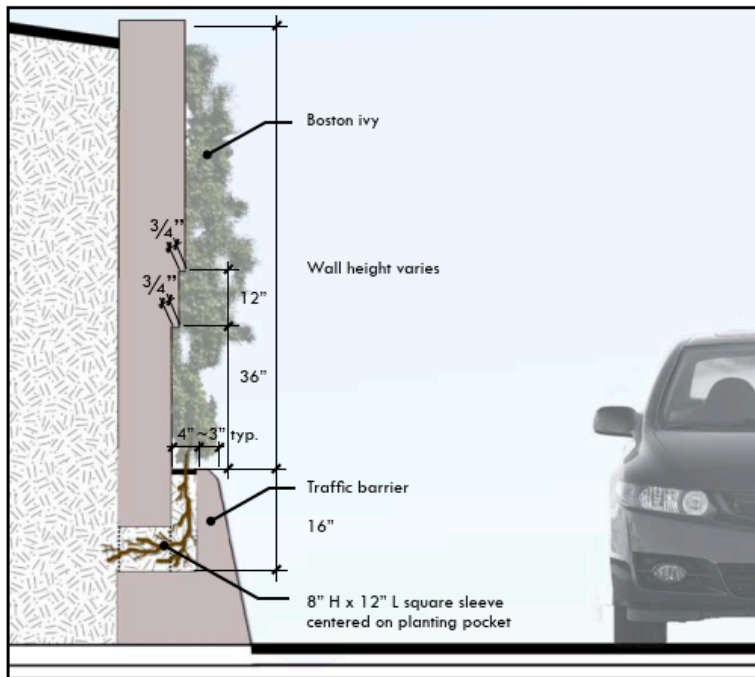


2. In addition to the architectural finish requirements of Provision 1, landscaping and vegetation such as that found in Figures C and D below shall be installed. Trees, shrubs and ground cover planted adjacent to a wall should incorporate plant species native the pacific northwest where possible.
 -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

FIGURE C



FIGURE D



Vine Pocket – Example Section

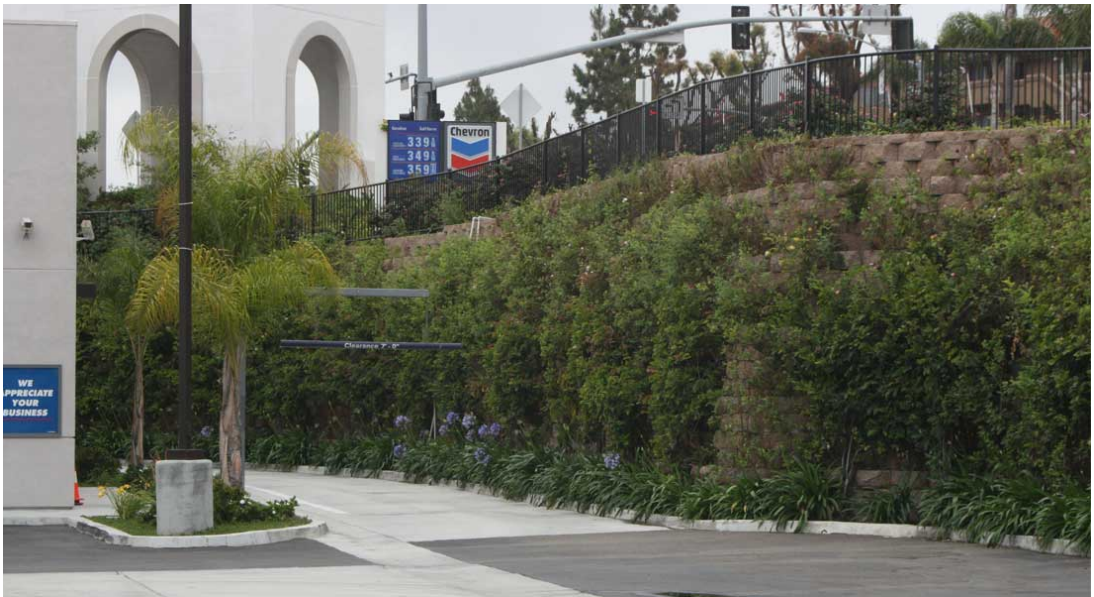
3. The wall construction type for an independent wall segment may deviate from the requirements of Provisions 1 and 2 if it can be demonstrated to the Public Works Director's satisfaction that vegetation will grow directly from the wall face as shown in Figures E and F and will reach a

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

FIGURE E



FIGURE F





CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024
Originating Department Finance Department
Contact Person Lindsey Vaughn, Finance Director
Title 2025-2026 Biennial Budget and related items

Legislative History

- First Presentation - September 12, 2024 Mayor's Preliminary 2025-2026 Biennial Budget
 - Second Presentation – October 24, 2024 Public Hearing
 - Third Presentation – November 7, 2024 Public Hearing
-

Attachments:

1. Ordinance 24-1299 Adopting the 2025-2026 Biennial Budget and attachments
 2. Ordinance 24-1300 Adopting the 2025 Property Tax Levy
 3. Ordinance 24-1301 Adopting the 2025 General Taxes
 4. Resolution 24-1980 Adopting the 2025 and 2026 Sewer Rates
 5. Resolution 24-1981 Adopting the 2025 Surface Water Rate
 6. Resolution 24-1982 Adopting the 2025 User Fees
 7. Ordinance 24-1304 Adopting a new Solid Waste Utility Tax
 8. Ordinance 24-1305 Amending Chapter 3.19 of LFPMC Sewer and Surface Water Utility Tax
-

Executive Summary

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

commonly referred to as the City’s unallocated ending fund balance.

In the previous biennial budgeting process, the City Council took commendable steps to close the gap between general fund expenditures and revenues. The Council’s approval of a forward-thinking investment policy has also resulted in additional interest income across all funds. Regrettably, all that good and difficult work was quickly negated by inflation, significant increases in jail and dispatch expenditures, and increases in necessary consultant services.

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

Property Tax Increase for 2025:

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

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

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

Utility Tax Solid Waste, Sewer, and Surface Water:

The City is currently evaluating additional revenue options. A new solid waste utility tax has been discussed at multiple special meetings with the intent to first offset the general fund deficit and secondly provide an ongoing revenue source to fund a full time Climate Project Coordinator position. The details for the solid waste excise utility tax will be stated in the budget ordinance proviso once they are discussed at the November 4, 2024 Special City Council Meeting.

Solid Waste Utility Tax*	5%	6%	7%	8%	9%	10%
	\$ 128,450.00	\$ 154,140.00	\$ 179,830.00	\$ 205,520.00	\$ 231,210.00	\$ 256,900.00

*Source: Republic Services ESTIMATED

At the November 4, 2024, special meeting, the City is also evaluating a possible increase in the sewer and surface water utility tax rate from its current 6%.

Sewer Rate Increases 2025 and 2026

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

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

See the sewer rate increases in the table below:

Sewer Monthly Service				
Monthly Residential Rates				
	2023	2024	2025	2026
King County	52.11	55.11	58.28	62.36
City	20.77	21.39	22.46	23.58
	\$ 72.88	\$ 76.50	\$ 80.74	\$ 85.94
Monthly Increase:	\$ 3.45	\$ 3.62	\$ 4.24	\$ 5.20
Total Increase	5.0%	5.0%	5.5%	6.4%
County Portion	5.75%	5.75%	5.75%	7.00%
City Portion	3.0%	3.0%	5.0%	5.0%
Utility Tax 6%	\$ 77.25	\$ 81.09	\$ 85.58	\$ 91.10
Sewer Monthly Service				
Commercial & Multi-Family				
	2023	2024	2025	2026
King County	\$ 6.57	\$ 6.95	\$ 7.35	\$ 7.87
City	\$ 4.20	\$ 4.33	\$ 4.55	\$ 4.77
	10.78	11.28	11.90	12.64
Monthly Increase:	\$ 0.48	\$ 0.50	\$ 0.62	\$ 0.74
% Increase:	4.7%	4.7%	5.5%	6.2%
Utility Tax 6%	\$ 11.42	\$ 11.96	\$ 12.61	\$ 13.40

Surface Water Rate Increases 2025 and 2026

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

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

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

2025 User Fee Schedule:

In addition to the annual proposed rate increases in sewer and surface water, the City is proposing to keep up with the increasing cost of the building fees. Prior to the Building Official's recent retirement, he explained that costs were increasing minimally at 1.8%, and the City is proposing to keep up with those increasing costs with a pass through. An additional proposal is to increase the administration fee from \$120 to \$145 per hour to keep up with increasing wages and benefit. This adjustment is based on a previously completed detailed evaluation done to make sure the City continues covering its direct costs.

Background

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

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

Fiscal & Policy Implications

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

Staff Recommendation

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

ORDINANCE NO. 24-1299

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING THE BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2025-2026, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law, Chapter 35A.34 RCW provides for the biennial adoption of the City of Lake Forest Park’s budget and provides procedures for the filing of the proposed budget, deliberations, public hearings, and final fixing of the budget; and

WHEREAS, a budget for fiscal years 2025-2026 has been prepared and filed, public hearings have been held for the purpose of fixing the final budget, and the City Council has deliberated and has made adjustments and changes deemed necessary and proper; and

WHEREAS, the budget maintains levels of service for most City services and makes strategic investments in areas aligned with the City Council’s strategic plan goal areas; and

WHEREAS, the City is required by RCW 35A.34.120 to include all revenues and expenditures for each fund in the adopted budget; and

WHEREAS, the budget is balanced per City Policy.

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

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

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

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

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

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

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

Section 6. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise

invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 8. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

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

2025 Preliminary Budgeted Positions and Salary Schedule

Amounts on this schedule are monthly

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

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Department							
Police Chief	1					\$ 16,371.51	\$ 17,026.37
Division Commander	2	\$ 8,565.68	\$ 9,137.88	\$ 9,707.75	\$ 10,278.74	\$ 10,849.82	\$ 12,255.07
Sergeant 2	4						\$ 9,759.35
Sergeant 1	0						\$ 9,272.39
Police Officer	9	\$ 6,601.32	\$ 7,123.68	\$ 7,690.68	\$ 8,248.85		
Detective	2	\$ 7,261.56	\$ 7,836.04	\$ 8,459.74	\$ 9,073.84		
Traffic Officer	1	\$ 6,931.44	\$ 7,479.86	\$ 8,075.21	\$ 8,661.34		
K-9 Officer	1	\$ 6,931.44	\$ 7,479.86	\$ 8,075.21	\$ 8,661.34		
Support Services Officer	1	\$ 5,245.56	\$ 5,620.97	\$ 5,994.14	\$ 6,378.45		
Records Specialist	2	\$ 5,061.77	\$ 5,241.20	\$ 5,421.57	\$ 5,598.69	\$ 5,776.92	\$ 5,957.38
Domestic Violence Advocate	0.35	\$ 6,140.51	\$ 6,550.99	\$ 6,959.08	\$ 7,369.56	\$ 7,777.65	\$ 8,188.14
	23.35						

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

Total Positions in Preliminary Budget 62.95

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

2026 Preliminary Budgeted Positions and Salary Schedule

Amounts on this schedule are monthly

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

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Department							
Police Chief	1						\$ 17,537.16
Division Commander	2	\$ 8,565.68	\$ 9,137.88	\$ 9,707.75	\$ 10,278.74	\$ 10,849.82	\$ 12,255.07
Sergeant 2	4						\$ 9,759.35
Sergeant 1	0						\$ 9,272.39
Police Officer	9	\$ 6,601.32	\$ 7,123.68	\$ 7,690.68	\$ 8,248.85		
Detective	2	\$ 7,261.56	\$ 7,836.04	\$ 8,459.74	\$ 9,073.84		
Traffic Officer	1	\$ 6,931.44	\$ 7,479.86	\$ 8,075.21	\$ 8,661.34		
K-9 Officer	1	\$ 6,931.44	\$ 7,479.86	\$ 8,075.21	\$ 8,661.34		
Support Services Officer	1	\$ 5,245.56	\$ 5,620.97	\$ 5,994.14	\$ 6,378.45		
Records Specialist	2	\$ 5,061.77	\$ 5,241.20	\$ 5,421.57	\$ 5,598.69	\$ 5,776.92	\$ 5,957.38
Domestic Violence Advocate	0.35	\$ 6,324.73	\$ 6,747.51	\$ 7,167.85	\$ 7,590.64	\$ 8,010.98	\$ 8,433.78
	23.35						

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

Total Positions in Preliminary Budget 62.95

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

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

Climate Coordinator

Given:

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

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

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

Court Staff

Given:

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

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

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

PD Traffic Camera Reviewer

Given:

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

Then the city resolves to fund such position contingent on:

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

ORDINANCE NO. 24-1300

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

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

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

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

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

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

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

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

Section 2. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of

scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

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

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

ORDINANCE NO. 24-1301

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

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

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

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

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

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

Section 2. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

- Introduced:
- Adopted:
- Posted:
- Published:
- Effective:

RESOLUTION NO. 24-1980

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. SEVERABILITY. Should any portion of this resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution or its application to other persons or circumstances.

Section 4. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers, and any references thereto.

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

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

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

RESOLUTION NO. 24-1981

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

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

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

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

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

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

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

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

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

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

Exhibit A

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

RESOLUTION NO. 24-1982

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

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

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

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

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

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

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

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

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

2025 User Fee Schedule

Fees

Licensing & Permits

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

Services

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

Pet License Fees

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

Passport Fees

City Processing Fee		35
City Photo Fee		20

Photocopies, Records / Reports

Accident Reports (non-participants)		10
Certified Copies		10

2025 User Fee Schedule

Fees

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

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

Municipal Court

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

Sanitary Sewer

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

2025 User Fee Schedule

Fees

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

Sewer Monthly Service

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

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

Streets

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

Telecommunications Right-of-Way (ROW) Rental Fee

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

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

Land Use

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

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

2025 User Fee Schedule

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

Building Fees

2025 User Fee Schedule

Fees

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

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

Building Valuation table

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

2025 User Fee Schedule

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

2025 User Fee Schedule

Fees

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

Mechanical Permit Fees

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

Plumbing Permit Fees

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

2025 User Fee Schedule

Fees

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

Surface Water and Drainage Plan Review Fees

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

Surface Water Utility Assessments

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

Facility Fees

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

2025 User Fee Schedule

Fees

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

50 per hour +
50 setup/cleanup
fee

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

Special Events

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

1-30 Participants

No Permit Required

31-250 Participants

No Charge/ Permit Required

ORDINANCE NO. 24-1304

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ESTABLISHING NEW REGULATIONS REGARDING SOLID WASTE UTILITY TAX; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council has determined that there is projected to be a deficit balance in the General Government Funds by 20__, and ; and

WHEREAS, the City has availed itself of appropriate revenue sources currently authorized, and has reduced expenditures in the General Fund, but ongoing expenses continue to rise in excess of ongoing revenues; and

WHEREAS, the basic City service levels could suffer a reduction without a new source of revenue; and

WHEREAS, implementation of a solid waste utility tax measured by gross income from customers is expected to generate revenue to help maintain current levels of City services, and

WHEREAS, the City Council has determined the public interest is best served by the implementation of a solid waste utility tax,

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

Section 1. AMENDMENTS. Lake Forest Park Municipal Code Chapter 3.18, "Utility Tax" is hereby amended to read as follows.

3.18.010 Imposed.

There is hereby imposed a "utility tax," which is levied upon the privilege of conducting an electrical energy, natural gas, telephone, cellular telephone, ~~or~~ pager service, or solid waste collection business within the city of Lake Forest Park.

3.18.020 Definitions

Unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

A. "Cellular telephone service" means any two-way voice and data telephone or similar communications system based in whole or in substantial part on wireless radio communications, including cellular mobile service, and which is not subject to regulation by the Washington State Utilities and Transportation Commission. Cellular mobile service includes other wireless radio communications services including specialized mobile radio, pagers, personal communications services, and other wireless radio communications technology evolving after the effective date of the ordinance codified in this chapter that accomplishes a purpose substantially similar to cellular mobile service.

B. "Finance Director" means the Finance Director of the City of Lake Forest Park, Washington, or his or her designee.

~~CB. "Gross income" means the value proceeding or accruing from the performance of the particular business involved, excluding receipts or proceeds from the use or sale of tangible property and real property or any interest therein, proceeds from the sale of notes, bonds, mortgages or other evidence of indebtedness, or stock and the like, receipts from operations incidental to the performance of the particular business involved, and with a deduction on the amount of credit loss and uncollectibles actually sustained.~~

"Gross Income" means the value proceeding or accruing from the performance of the particular business involved, including gross proceeds of sales, compensation for the rendition of services, and receipts (including all sums earned or charged, whether received or not) by reason of investment in the business engaged in (excluding rentals, receipts or proceeds from the use or sale of real property or any interest therein and proceeds from the sale of notes, bonds, mortgages or other evidences of indebtedness, or stocks and the like), all without any deduction on account of the cost of property sold, the cost of materials used, labor costs, taxes, interest or discount paid, delivery costs or any expenses whatsoever, and without any deduction on account of losses.

~~C. "Mayor" means the elected mayor of the city of Lake Forest Park, Washington, or his or her designee.~~

D. "Natural gas" means the business of selling, furnishing, or transmitting gas, whether manufactured or natural.

E. "Person" means any person, firm, corporation, association, or entity of any type engaged in a business subject to taxation under this chapter.

F. "Solid waste" means all putrescible and nonputrescible solid and semi-solid wastes, including but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction waste, abandoned vehicles or parts thereof, and recyclable materials.

G. "Solid waste collection business" means every person who receives solid waste or recyclable materials for transfer, storage, or disposal, including but not limited to, all collection services, public or private solid waste disposal sites, transfer stations, and similar operations.

HF. “Telephone business” means the business of providing access to a local telephone network, local telephone network switching service, toll service, coin telephone services, telephonic, video, data, pagers, or similar communication, or transmission for hire, via a local telephone network, toll line or channel, cable, microwave, or similar communication or transmission system. The term includes cooperative or farmer line telephone companies or associations operating exchanges

3.18.030 Tax levy – amount.

There is levied upon and shall be collected from a person engaged in or carrying on the business of selling, furnishing, or transmitting:

A. Electric energy, a tax equal to six percent of the total gross income from such business in the city during the period for which the tax is due subject to any offset for fees based upon percentage of gross revenue, negotiated for and paid pursuant to a franchise agreement;

B. Cellular telephone service, a tax equal to six percent of the total gross income from such business in the city during the period for which the tax is due;

C. Natural gas, a tax equal to six percent of the total gross income from such business in the city during the period for which the tax is due;

D. Telephone service, a tax equal to six percent of the total gross income from such business in the city during the period for which the tax is due.;

E. Solid waste collection business, a tax equal to 10% of the total gross income from such business in the city during the period for which the tax is due.

3.18.040 Exceptions and deductions.

There is excepted and deducted from the total gross income upon which the tax is computed: ~~the amount of the total gross income that is derived from business which the city is prohibited from taxing under the Constitution or laws of the United States and the Constitution or laws of the state of Washington.~~

A. That part of the total gross income derived from business which the City is prohibited from taxing under the constitution or laws of the United States and the constitution or laws of the State of Washington.

B. Adjustments made to a billing or customer account in order to reverse a billing or charge that was not properly a debt of the customer.

C. Cash discounts allowed and actually granted to customers of the taxpayer during the tax year.

D. Uncollectible debts written off the taxpayer's books during the tax year. If subsequently collected, the income shall be reported for the period in which it was collected.

3.18.050 Monthly installments.

The tax imposed by LFP MC 3.18.030 shall be due and payable in monthly installments, and remittance therefor shall be made on or before the last day of the month following the end of the monthly period in which the tax is accrued. On or before said due date, the taxpayer shall file with the ~~mayor~~ City a written return upon such form setting forth such information as the Finance Director ~~mayor~~ shall reasonably require relating to the accurate computation and collection of this tax, together with the payment of the amount.

3.18.060 Use and accountability of tax proceeds.

Each taxpayer shall keep records reflecting the amount of the taxpayer's gross income on sales and services within the city, and such records shall be open at all reasonable times for the inspection of the mayor to verify information provided on any utility tax return, or to determine whether such return is required to be filed.

3.18.070 Taxpayer's records.

Each taxpayer shall keep records reflecting the amount of the taxpayer's gross income on sales and services within the City, and such records shall be open at all reasonable times for the inspection of the Finance Director or his or her designee to verify the information provided on any utility tax return or to determine whether such return is required to be filed.

3.18.080 Failure to make returns or to pay the tax in full.

If a taxpayer fails, neglects, or refuses to make his, her or its return as and when required by this chapter, the ~~mayor~~ Finance Director, or his or designee, is authorized to determine the amount of the tax payable under provisions of LFP MC 3.18.030, and to notify such taxpayer that the tax so determined is immediately due and payable, together with penalty and interest. Delinquent taxes, including any penalties, are subject to an interest charge of 12% per year on the unpaid balance from the date any such taxes became due as provided in LFP MC 3.18.050.

3.18.090 Penalty for delinquent payment.

Whenever a person fails to pay any tax required by this chapter within 15 days after the due date thereof, there shall be added to such tax a penalty of 10 percent of the amount of such tax, and any tax due under this chapter that is unpaid and all penalties thereon shall constitute a debt to the city and may be collected by a collection agency, or court proceedings, which remedy shall be in addition to all other remedies.

3.18.100 Overpayment of tax.

Money paid to the city in excess of such tax, shall, upon discovery, be credited against any tax due or to become due from such taxpayer hereunder; provided however, that overpayments extending beyond one year before the city is notified of such overpayment shall not be refunded. If such taxpayer has ceased doing business in the city, any such overpayments shall be refunded to the taxpayer.

3.18.110 Noncompliance – penalty.

A. No person subject to this chapter shall fail or refuse to file tax returns or to pay tax when due, nor shall any person make a false statement or representation in or in connection with any such tax return, or otherwise violate or refuse to comply with this chapter or with any rule promulgated pursuant to LFPMC 3.18.130.

B. In addition to the interest and delinquent filing penalties set forth above, a willful violation of or failure to comply with this chapter is a civil infraction, subject to a cumulative fine of up to \$250 for each day that a violation continues.

3.18.120 Appeal to hearing examiner.

A taxpayer aggrieved by the amount of the tax, penalties, interest, or civil infraction fine determined to be due by the ~~mayor~~ Finance Director, or his or her designee, under the provisions of this chapter, may appeal such determination to the hearing examiner in accordance with the applicable chapters of this code, as now in effect or as may subsequently be amended.

3.18.130 Finance Director's ~~Mayor's~~ rulemaking authority.

The ~~mayor~~ Finance Director shall have the power to adopt and enforce rules and regulations not inconsistent with this chapter or with the law for the purposes of carrying out the provisions thereof.

3.18.140 Referendum procedure.

The provisions of this chapter are subject to the referendum procedure as follows:

A. A referendum petition seeking to repeal this chapter shall be filed with the city clerk, who shall be designated the person to receive petitions of all types, within seven calendar days of the passage by the city council of the ordinance codified in this chapter or publication thereof, whichever is later.

B. Within 10 days, the city clerk shall confer with the petitioner concerning the form and style of the petition, issue an identification number for the petition, and cause to be written a ballot title for the measure.

C. The ballot title shall be posed as a question, so that an affirmative answer to the question and an affirmative vote on the measure results in the tax or tax rate increase being imposed, and a negative answer to the question and a negative vote on the measure results in the tax or tax rate increase not being imposed. The petitioner shall be notified of the identification number and ballot title within this 10-day period.

D. After notification of the identification number and ballot title, the petitioner shall have 30 days in which to secure on petition forms the signatures of not less than 15 percent of the registered voters of the city and to file the signed petitions with the city clerk.

E. Each petition form shall contain the ballot title and the full text of the measure to be referred. The city clerk shall verify the sufficiency of the signatures on the petitions. If sufficient, valid signatures are properly submitted, the city clerk shall cause the referendum measure to be submitted to the city voters at the next election ballot within the City or at a special election ballot as provided pursuant to RCW 35.17.260(2), held on one of the dates provided in RCW 29.13.010, as determined by the city council, which election shall not take place later than 120 days after the signed petition has been filed with city clerk.

3.18.150 Exclusive procedure.

Pursuant to RCW 35.21.706, the referendum procedure set forth in LFPMC 3.18.140 shall be the exclusive referendum procedure for the tax imposed herein, and shall supersede the procedures, to the extent applicable, under Chapters 35A.11 RCW and all other statutory or charter provisions for initiative or referendum which might otherwise apply.

Section 2. TAX YEAR. The tax year for purposes of the solid waste utility tax shall commence _____, 2025 and end December 31, 2025, and thereafter shall commence on January 1 and end on December 31 each year.

Section 3. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerkal errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. EFFECTIVE DATE. After passage and publication, this ordinance shall take effect _____, 2025.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this ____ day
of _____, 20__.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

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

ORDINANCE NO. 24-1305

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 3.19 OF THE LAKE FOREST PARK MUNICIPAL CODE, SEWER, STORMWATER AND SURFACE WATER SERVICE TAX; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, chapter 3.19 of the Lake Forest Park Municipal Code established a tax on the provision of sewer, stormwater, and surface water services at six percent of the gross income from those services; and

WHEREAS, the City Council has determined that it is in the city's best interest to increase the rate to [6-10] percent.

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 3.19 LFPMC, Sewer, Stormwater and Surface Water Service Tax, section 3.19.010 as follows:

Chapter 3.19 Sewer, Stormwater and Surface Water Service Tax.

3.19.010 Imposed.

There shall be levied on every business engaged in the sale, delivery, distribution, or furnishing of sewer services, or stormwater and surface water services a tax equal to ~~six~~ [6-10] percent of the total gross income derived from the operation of such business, to be charged to the customers of such business. The City of Lake Forest Park, as a provider of sewer services, and stormwater and surface water services shall be subject to the tax imposed by this chapter.

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. After passage and publication, this ordinance shall take effect January 1, 2025.

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

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



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date November 7, 2024

Originating Department Executive

Contact Person Phillip Hill, City Administrator

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

Legislative History

- First Presentation October 10, 2024 Regular Meeting
- Second Presentation October 21, 2024 Committee of the Whole
- Third Presentation November 7, 2024 Special Meeting

Attachments:

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

Executive Summary

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

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

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

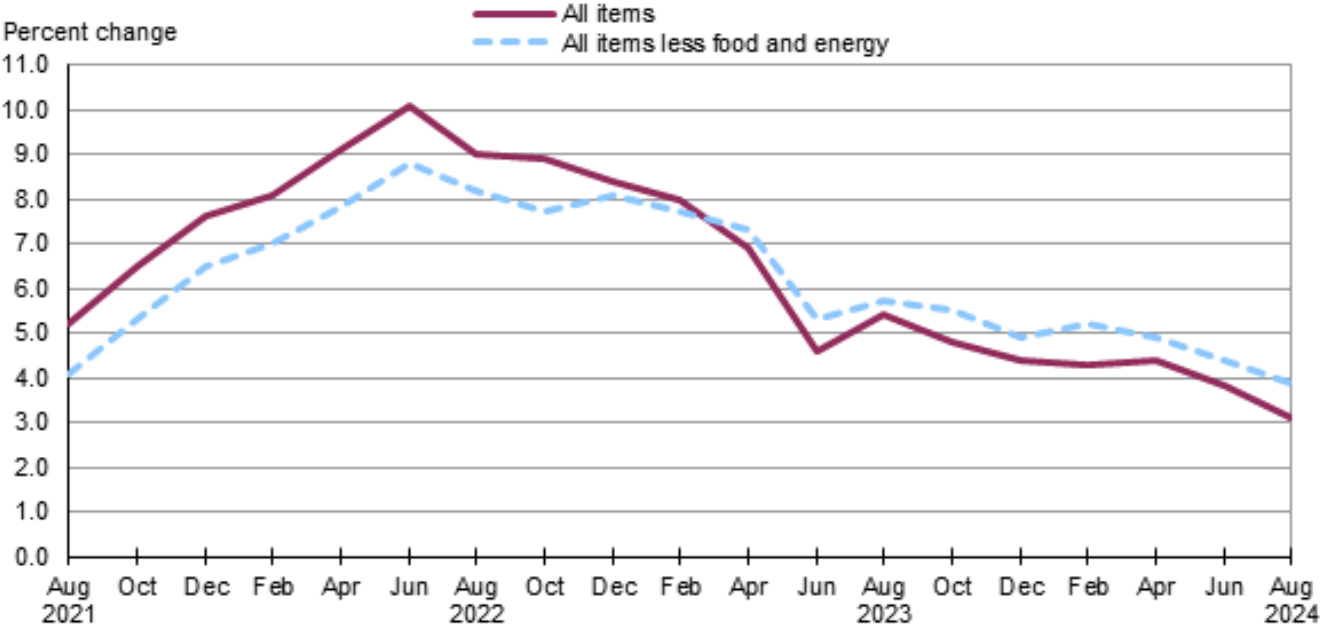
The general fund deficit in 2019-2020 biennial budget was \$877K; and as we began to come out of the global pandemic in the 2021-2022 budget the deficit grew to \$1.25M; in the 2023-2024 mayor's proposed budget the deficit was \$1.9M, partially offset in the adopted budget by the city council's action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

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

Increased Costs

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

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



Source: U.S. Bureau of Labor Statistics.

New Costs

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

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

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

Background

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

Staffing within the city is also extremely lean. There is no duplication of services, and no new positions have been added to the budget, only hours added to provide increased service needs. The FTE count history for the city is as follows.

Eight Year Schedule of Authorized Positions by Department

Department	2019	2020	2021	2022	2023	2024	2025	2026
Executive	2.5	2.5	2.5	2.5	2.5	2.5	3.3	3.3
Municipal Court	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3
Municipal Services	4.75	4.75	4.6	4.6	4.85	4.85	5.35	5.35
Finance & Information Technology	5.38	5.38	5.2	5.2	5.6	5.6	5.6	5.6
Community Development					1	1	1	1
Planning	3.6	3.6	3.6	3.6	3.75	2.75	2.75	2.75
Building	2	2	1.75	1.75	1.8	1.8	1.8	1.8
Environmental Sustainability						1	1	1
Community Services	0.95	0.95	0.95	0.95	0.35	0.35	0.35	0.35
Engineering	1.0	1.0	1.0	1.0	0.0	0.0	0	0
Police	23	23	23	23	23	23	23	23
Emergency Management	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Public Works	9.9	9.9	10.9	10.9	12.5	12.5	13.5	13.5
Total Budgeted FTE's	58.38	58.38	58.8	58.8	60.65	60.65	62.95	62.95

The increases shown in the 2025-2026 proposed budget include 1.0 FTE in Public Works, proposed to be fully funded by the Surface Water Utility; 0.5 FTE in Municipal Services for Passports, fully funded by passport fees; and 0.8 FTE in Executive to support Human Resources, only partially funded by the general fund, the remainder of funding from other funds.

Fiscal & Policy Implications

The base fee for services in this contract is a not to exceed \$96,000. There will be other costs related to media production that will be billed at cost. The 2023-2024 executive department professional services budget has sufficient funds on hand to cover the first months’ work under the proposed contract. The mayor’s proposed 2025-2026 budget includes sufficient funds to cover the remaining 11-months of this contract.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve the Resolution 	Administration will contract with Liz Loomis Public Affairs for levy lid lift consultanting

- Not approve the resolution

Administration will not contract for levy lid lift consulting possibly delaying any levy lid lift until the 2026 election

Staff Recommendation

Recommend approval of Resolution 24-1973 approving a contract with Liz Loomis Public Affairs for Levy Lid Lift Consulting Services

RESOLUTION NO. 24-1973

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT BETWEEN LIZ LOOMIS PUBLIC AFFAIRS AND THE CITY OF LAKE FOREST PARK FOR LEVY LID LIFT CONSULTANT SERVICES

WHEREAS, ongoing expenditures in the city have consistently outpaced ongoing revenues; and

WHEREAS, the city has been operating with a structural deficit in the general fund due in part to only being allowed to raise the property tax levy by one percent every year; and

WHEREAS, in order to maintain the services that the city currently provides, it is necessary for the City Council to explore options for a possible levy lid lift to address the general fund deficit; and

WHEREAS, the city finds that Liz Loomis Public Affairs is qualified and experienced to provide consultant services for the city to explore a possible levy lid lift.

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

Section 1. AGREEMENT APPROVAL . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the professional services agreement for Consultant Services with Liz Loomis Public Affairs for a possible levy lid lift in substantially the same form as attached in Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ___ day of _____, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1973

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Consultant Services with
Liz Loomis Public Affairs for Levy Lid Lift Consulting Services**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **EASL, Inc.** doing business as **Liz Loomis Public Affairs** (the "Consultant"), a Washington corporation, dated this _____ day of _____, 2024.

Consultant Business: Liz Loomis Public Affairs
Consultant Address: P.O. Box 2451, Snohomish, WA 98291
Consultant Phone: 425.308.6236
Contact Name Liz Loomis
Consultant e-mail: liz@lpa.biz
Federal Employee ID No.: 42-1610744
Authorized City Representative Phillip Hill, City Administrator
for this contract:

WHEREAS, the City desires to explore placing a levy lid lift ballot measure before the residents; and

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

WHEREAS, the City finds that Liz Loomis Public Affairs is qualified and experienced in assisting cities in effective, strategic communication of levy lid lift ballot measures with residents.

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Levy Increase ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

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

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than November 30, 2025, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure

to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services shall be eight thousand dollars (\$8,000) per month, not to exceed ninety-six thousand dollars (\$96,000.00) total.

B. Consultant will coordinate the expenses for printing, data, postage, and handling charges for direct mail. Local vendors will be used and the City will be billed directly by the vendor.

C. Consultant shall be reimbursed for travel expenses for in-person meetings and other eligible expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to ap@cityofflp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

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

7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses

or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

A. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

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

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

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

D. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

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

F. Verification of Coverage.

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

I. Public Entity Full Availability of Consultant Limits.

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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

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

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

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

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

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

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

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

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

18. Notices.

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

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

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

Liz Loomis Public Affairs
PO Box 2451
Snohomish, WA 98291

Attn: Liz Loomis

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

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

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

CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.

**CITY OF LAKE FOREST PARK
WASHINGTON**

By: _____
Thomas French, Mayor

Date _____

Liz Loomis Public Affairs

By _____
Liz Loomis
Its: CEO/Principal
Date: _____

ATTEST:

Matthew McLean, City Clerk
Date: _____

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney
Date: _____



**LAKE FOREST PARK LEVY LID LIFT
CONSULTING SERVICES
(RFQ 24-03)**

Prepared on August 6, 2024 by

LIZ LOOMIS
PUBLIC AFFAIRS



August 6, 2024

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

RE: RFQ 24-03 – Lake Forest Park Levy Lid Lift Consulting Services

Dear Mr. Hill:

Liz Loomis Public Affairs is pleased to submit this Statement of Qualifications for consideration to assist with your upcoming ballot measure.

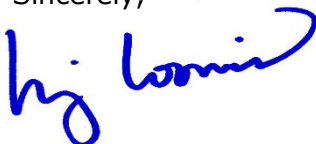
Our company has 25 years of experience working exclusively with local governments to secure needed revenue for vital public services. We value cities, police, fire/EMS, schools and public hospitals as integral to the health and well-being of communities and society.

I have included a proposal/scope of work, which addresses the experience needed for this project in total. There are also addendums, which respond to bullet points in the qualifications, bios of key staff members who would work on the project, and references from other clients. We have also listed two brief exceptions per the RFQ as the last addendum.

As a final note, I want your council and staff to know that we have extensive knowledge, relationships and experience working with the Public Disclosure Commission (in a good way). We have never had a PDC violation in 25 years, and we educate clients to maintain that record.

Please feel free to contact me with questions. Thank you again for the opportunity to submit our Statement of Qualifications.

Sincerely,



Liz Loomis

INTRODUCTION

Since 1997, Liz Loomis Public Affairs has provided strategic communication services for local governments, including fire/EMS, school and hospital districts, cities and public utilities. Our business helps local governments communicate more effectively with taxpayers to pass ballot measures for needed revenue or organizational changes.

We have a 93% win-record for elections and are knowledgeable about state law to maintain our clients' integrity with voters. New clients hire our firm because of our personalized service, accessibility, attention to detail, and the value they receive for the work that we do.

GENERAL CONSULTING

We would develop three to five **key messages** for the city that resonate with and educate the public. These messages become the basis for all communication efforts with the public and news media. Once approved by the city, the information is shared with all employees so that the message is consistent throughout the organization.

The messages are then added to a comprehensive **communications plan** that we develop and implement for the length of our contract. This scope of work also identifies the projects we will complete each month for the city.

We propose **monthly conference calls** (or calls as needed) with a select communications group to review content and materials before distribution. We also provide **public relations assistance** for our clients 24 hours a day, 7 days a week for the length of our contract.

STRATEGIES AND TACTICS FOR MESSAGE DELIVERY

An effective communications plan includes five areas for sharing our key messages. Including all five is important to reach as broad an audience as possible.

- I. Paid Communications – These are projects that the city pays to produce, whether for our labor, or printing, postage and handling for mailed pieces. Paid projects are important because we control the message, timing and delivery of information.

We would provide content for the city's **printed newsletter** based on production schedules and the **e-newsletter** once a month. We anticipate drafting brief newsletter articles for **coalition partner publications**.

We also anticipate drafting content for an **internal communication** from the City Administrator once a month to update all employees. This is usually distributed by email.

The city is allowed to do one piece of **direct mail** to all households that provides factual information about a ballot measure. We will develop a Frequently Asked Questions card and coordinate the printing and delivery of the piece to be in the mail at the same time ballots drop.

- II. Earned Media – This is the most cost-effective way to share information with the public. However, we cannot always control timing and delivery of our content.

We propose regular **news releases** to share our key messages. These could be interspersed with factual **letters to the editor** and possibly an **editorial piece** from the City Administrator or spokesperson as part of this project. **Editorial board visits** closer to the election also should be considered.

We can expect to be “trolled” on news coverage about the ballot measure. We will determine which comments need correcting and prepare **online media responses** for the city as needed.

- III.** Owned Media – We propose adding a page on the city’s **web site** with content about the levy lid lift. Additional materials to post here would include all print/paid communication pieces, earned media and others that are relevant to the project.
- IV.** Social Media – We will develop and implement a **social media strategy** for the city using its platforms to share information about the ballot measure. We also anticipate writing two to three **video scripts** for the City Administrator or spokesperson about what the ballot measure funds. All materials will be promoted and cross-posted to the city’s owned and social media accounts.
- V.** Public Outreach – There are **three phases of public outreach** during this project. First is leading up to when the City Council deliberates on the resolution to be on the ballot. After that decision is made, the spokesperson would share information about the ballot measure with community service organizations. Finally, we would plan two or three question and answer sessions with the public closer to when ballots drop.

For these events, we plan to develop a brief **PowerPoint presentation**. We will also promote that the City Administrator or spokesperson is available and welcomes invitations to share information about the levy lid lift. The city should anticipate questions coming in once ballots drop. We will prepare responses to assist the city with these inquiries.

BUDGET

[REDACTED] In addition to labor, the city should anticipate expenses for printing, data, postage, and handling charges for direct mail. Please note that we do not mark up for expenses and use local vendors who would bill the city directly. In-person meetings may incur travel expenses as well.

CONCLUSION

Thank you for the opportunity to submit a proposal for this important project. Feel free to contact me with questions at any time. The best way to reach me is by email at liz@llpa.biz or call 425-308-6236.

ADDENDUM 1: RESPONSE TO BULLET POINTS – QUALIFICATIONS

- *Experience in a public input and engagement plan and process.*

We develop public outreach plans for all our clients and have determined an effective use of staff time and venues to reach a broad spectrum of residents.

- *Experience conducting focus groups.*
- *Experience conducting community feedback sessions, including participant polling, and providing summary reports.*

I would recommend a telephone poll going into the project, and we would want to have input on the survey questions. A poll would be more cost-effective than the above suggestions. We need to reach the people who won't show up to the meetings, which is why I'm recommending a different approach than the city has proposed.

- *Experience working with the public including the ability to present detailed property tax information in an easy-to-understand format.*
- *Experience educating the public and elected officials on the structure and implementation of a levy lid lift.*

The Washington levy system is confusing. We have spent 20 years helping to educate communities and elected officials about how it works. This includes videos, print materials and social media posts. An example of our work can be found here: <https://www.fcf3.org/levy-info>.

- *Experience creating exceptional print and electronic media.*

We have been helping local governments raise revenue for 25+ years and have a 93% win-record for elections. The print and electronic media we create is effective, simple to understand and well-received by voters.

Examples on the following pages include an FAQ card (double sided, mailed), two social media posts, and a newsletter article written on behalf of a client, respectively:

Communicating About Ballot Measures

Section 11, Item A.

CITY OF LAKE FOREST PARK | October 24, 2024



LIZ LOOMIS
PUBLIC AFFAIRS

Who We Are

- 50+ years of experience working with local governments
- 93% of ballot measures supported by voters
 - Sales tax increases for transportation benefit districts and justice centers, bonds, public safety and general levies
 - Annexations and/or mergers to create efficiencies for fire/EMS
- Knowledge of PDC laws to maintain integrity with voters
- General communications, public relations and crisis communications

Project Principals

Liz Loomis, Owner and Founder

- Project strategy, key messages and communications plan
- Former elected official at the city and state levels
- State and national conference presenter on improving communication with taxpayers

Susanne Stefani, Communications Director

- Project director and manages content development
- Former K-12 educator, administrator, and community leader
- Guided public schools through COVID, distance learning, and crisis communication

Meredith Nettles, Operations Manager

- Client services, direct mail production and social media content
- Former DC Bureau Specialist for ABC News
- Winner of an Emmy and four Edward R. Murrow awards

Strategic communication services for local governments, cities, utilities, public hospitals, school, ambulance, park, and fire/EMS districts.

What We Do



**BALLOT
MEASURES**



**OFFSITE GENERAL
COMMUNICATION
SERVICES**



**PUBLIC
RELATIONS**



**CRISIS
COMMUNICATIONS**

Transportation benefit districts, public safety levies, levy increases or renewals, mergers, annexations, bonds, forming/funding special taxing districts

How We Do It

Project Approach (12 months on average)

Phase 1: Project Development, Systems and Research

Phase 2: Key Messages and Communications Plan

Phase 3: Implement Plan

Strategies and Tactics for Message Delivery

- **Paid Communications: Projects that the client pays to produce**
 - Newsletters, direct mail piece, paid advertising
- **Earned Media: Working with local news media to secure coverage**
 - Media releases, letters to the editor, editorial board visits, editorial pieces
- **Social Media: Facebook, Twitter, Instagram, YouTube, Nextdoor, etc.**
 - Posts (graphics and text), videos, paid advertising
- **Owned Media: Communication assets owned by the client or coalition partners**
 - Websites, signage, electronic distribution lists
- **Public Outreach: How we engage the public**
 - Town Halls (virtual or in person), open houses, public meetings, presentations to community

How We Get It Done



Facilitate project through regular calls or meetings



Develop, design, and secure approval for material content



Coordinate production, dissemination of all materials



24-hour public relations assistance for issues independent of ballot measure

Past Projects

Airway Heights

- Renewing/increasing the sales tax rate for its Transportation Benefit District.
- Annexing the city to the library district, which freed up \$400,000 to hire additional firefighters.
- \$8 million bond for a new fire station.
- Levy increase of \$1 per \$1,000 of assessed property value for police and criminal justice services.

Arlington, Brier, Mill Creek and Mountlake Terrace (Edmonds-2025)

- Annexed these cities to a regional fire authority, which released money for the general fund.

Blaine and Lake Stevens

- Establishing and funding a Transportation Benefit District.

Questions?

Liz Loomis, President

liz@llpa.biz | 425-308-6236

Susanne Stefani, Communications Director

susanne@llpa.biz | 503-910-7800

Meredith Nettles, Operations Manager

meredith@llpa.biz | 850-501-3126



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	November 7, 2024
Originating Department	Finance Department
Contact Person	Lindsey Vaughn, Finance Director
Title	Ordinance 24-1297/Amending the 2023-2024 Budget

Legislative History

- Budget & Finance Committee Meeting October 17, 2024
- City Council Regular Meeting October 24, 2024
- City Council Special Meeting November 7, 2024

Attachments:

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

Executive Summary

Proposed Ordinance 24-1297 would amend the 2023-2024 budget to reflect actual performance rather than the projected amounts used to adopt the budget. The City of Lake Forest Park develops a budget based on a set of predictions about the future. A city budget is a living document, and since it is impossible to know what will happen in the future, adjustments to the adopted budget are frequently required once the budgetary period is underway. A formal change to an adopted budget is known as a budget amendment. Budgets are adopted at the fund level, as opposed to the line-item or department level. Therefore, budget amendments are also made at the fund level.

Budget amendments do not require public hearings and do not have specific timelines associated with them. However, it is best practice to formally amend a budget before an expenditure is allocated (amend before you spend). A budget amendment must be passed before the last day of the budgetary period to become effective for that adopted fiscal period.

Background

The City adopts a biennial budget spanning two years. Local governments choosing to adopt biennial budgets are required by state statute to perform an in-depth review mid-way through the budget cycle to pinpoint any substantial discrepancies between the projected amounts and the actual financial results. A mid-biennial budget adjustment should be considered if significant differences are identified. Mid-biennial budget adjustments are a time to 'true-up' the adopted budget to reflect actual performance. Budgets are living documents created with the best knowledge at the time of adoption. Budget adjustments, or amendments, are considered a normal course of action in local government.

Fiscal & Policy Implications

General Fund 001:

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

Traffic Safety Fund 002 *Newly being created:

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

ARPA Fund 107:

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

Capital Improvement Fund 301:

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

Transportation Capital Fund 302:

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

Sewer Utility Fund 401:

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

Sewer Capital Fund 402:

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

Surface Water Utility Fund 403:

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

Vehicle & Equipment Replacement Fund 501:

When the City created the 502 Information Technology Fund during the last budget process, allocating the original beginning fund balance transfer of \$150,000 was not allocated as an expenditure in the

Vehicle and Equipment Replacement Fund 501 and needs to be allocated prior to the close of the fiscal year.

Information Technology Fund 502:

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

The City has received a grant from the State and Local Cybersecurity Grant Program that needs to be amended to receipt the revenue into the Information Technology Fund and make the information technology hardware purchases. The grant also provides support to assist with the labor associated with our IT Consultant, KDH Consulting, to partner with our Information Systems Manager to complete the hardware upgrade in a timely manner with minimal interruption to the City.

See the table below:

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

SEWER OPERATION FUND 401				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Sewer Operation Fund Revenue Adjustment Total		\$ -	\$ -	
King County Wastewater Treatment: METRO Charges	E	\$ 250,000		\$ 250,000
Sewer Operation Fund Expenditure Adjustment Total		\$ 250,000	\$ -	\$ 250,000
Total Net Change to the Sewer Operation Fund		\$ (250,000)		
SEWER CAPITAL FUND 402				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Sewer Capital Fund Revenue Adjustment Total		\$ -	\$ -	
Beach Drive Sewer Lift Station Design	E	\$ 250,000		\$ 250,000
Sewer Capital Fund Expenditure Adjustment Total		\$ 250,000		\$ 250,000
Total Net Change to the Sewer Capital Fund		\$ 250,000		
SURFACE WATER OPERATION FUND 403				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Surface Water Operations Revenue Adjustment Total		\$ -	\$ -	
Professional Services Engineering: Early 2024 yearend estimates	E	\$ 185,000		\$ 185,000
System Maintenance & Operation: Early 2024 yearend estimates	E	\$ 150,000		\$ 150,000
Surface Water Operation Fund Expenditure Adjustment Total		\$ 335,000		\$ 335,000
Total Net Change to the Surface Water Operation Fund		(335,000)		
VEHICLE & EQUIPMENT REPLACEMENT FUND 501				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Transfer In From General Fund 001	R		\$ -	
Vehicle and Equipment Revenue Adjustment Total		\$ -	\$ -	
Transfer to IT Fund 502: Budget Beginning Fund Balance Transfer	E	\$ 150,000		\$ 150,000
Public Works Contract Fund Expenditure Adjustment Total		\$ 150,000		\$ 150,000
Total Net Change to the Vehicle & Equipment Fund		\$ (150,000)		
INFORMATION TECHNOLOGY FUND 502				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Transfer In from Vehicle & Equipment Replacement Fund 501	R	\$ 150,000	\$ 150,000	
Grant for Information Technology	R	\$ 27,237	\$ 27,237	
Transfer In from General Fund 001: Correct on 502 revenue side	R	\$ -	\$ -	
Information Technology Fund Revenue Adjustment Total		\$ 177,237	\$ 177,237	
Hardware: Information Technology	E		\$ 4,700	\$ 4,700
Professional Services: Information Technology	E		\$ 22,537	\$ 22,537
Information Technology Fund Expenditure Adjustment Total		\$ -	\$ 27,237	\$ 27,237
Total Net Change to the Information Technology Fund		\$ 150,000		

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

Fund No.	Fund Name	Actual Beginning Fund	2023-2024 Adopted/Amended		2023-2024 Proposed Budget Amendment		Projected Ending Fund
			Revenue	Expenditure	Revenue	Expenditure	
001	General Fund	7,879,903	24,056,303	25,928,853	25,389,293	25,928,853	7,340,343
002	Traffic Safety Fund	-	-	-	1,054,000	765,000	289,000
101	Street Fund	766,207	1,670,000	1,738,353	1,670,000	1,738,353	697,854
102	Council Contingency Fund	742,970	55,000	-	55,000	-	797,970
104	Transportation Benefit District	689,364	1,251,500	804,686	1,251,500	804,686	1,136,178
105	Budget Stabilization Fund	323,554	21,000	-	21,000	-	344,554
106	Strategic Opportunity Fund	756,196	2,760,000	2,109,206	2,760,000	2,109,206	1,406,990
107	ARPA Fiscal Recovery Fund	2,724,742	-	2,724,742	-	2,724,742	-
301	Capital Improvement Fund	1,833,074	1,279,500	909,000	1,279,500	2,709,000	403,574
302	Transportation Capital Fund	2,370,096	5,351,805	6,693,273	5,501,805	6,693,273	1,178,628
303	Facilities Maintenance Fund	958,019	354,500	685,500	354,500	685,500	627,019
401	Sewer Utility Fund	932,732	7,860,788	7,860,400	7,860,788	8,110,400	683,120
402	Sewer Capital Fund	2,725,903	404,000	-	404,000	250,000	2,879,903
403	Surface Water Utility Fund	1,249,247	3,523,981	3,723,153	3,523,981	4,058,153	715,075
404	Surface Water Capital Fund	1,394,820	1,010,000	2,351,000	1,010,000	2,351,000	53,820
406	Sewer Bond Reserve	108,291	2,000	-	2,000	-	110,291
407	PW Trust Fund Repayment Fund	647,195	495,500	488,004	495,500	488,004	654,691
501	Replacement Fund	779,264	1,348,669	607,799	1,348,669	757,799	1,370,134
502	Information Technology Fund	150,000	309,154	336,533	486,391	363,770	272,621

Alternatives

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

Staff Recommendation

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

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

ORDINANCE NO. 24-1297

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE ADOPTED BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2023-2024, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law, Chapter 35A.34 RCW provides for the biennial adoption of the City of Lake Forest Park’s budget and provides procedures for the filing of the proposed budget, deliberations, public hearings, and final fixing of the budget; and

WHEREAS, a budget for fiscal years 2023-2024 was adopted by Ordinance No. 1256 and subsequently amended by various ordinances; and

WHEREAS, the budget maintains levels of service for most City services and makes strategic investments in areas aligned with the City Council’s strategic plan goal areas; and

WHEREAS, the City is required by Chapter 35A.34. RCW to review all revenues and expenditures for each fund in the adopted budget; and

WHEREAS, the budget for fiscal years 2023-2024 adopted by Ordinance No. 156 and subsequently amended, is being amended herein to reflect actual performance for the budget’s fiscal period.

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

Section 1. AMENDMENT. The 2023-2024 budget is hereby amended as follows:

Fund No.	Fund Name	Actual Beginning Fund	2023-2024 Adopted/Amended		2023-2024 Proposed Budget Amendment		Projected Ending Fund
			Revenue	Expenditure	Revenue	Expenditure	
001	General Fund	7,879,903	24,056,303	25,928,853	25,389,293	25,928,853	7,340,343
002	Traffic Safety Fund	-	-	-	1,054,000	765,000	289,000
101	Street Fund	766,207	1,670,000	1,738,353	1,670,000	1,738,353	697,854
102	Council Contingency Fund	742,970	55,000	-	55,000	-	797,970
104	Transportation Benefit District	689,364	1,251,500	804,686	1,251,500	804,686	1,136,178
105	Budget Stabilization Fund	323,554	21,000	-	21,000	-	344,554
106	Strategic Opportunity Fund	756,196	2,760,000	2,109,206	2,760,000	2,109,206	1,406,990
107	ARPA Fiscal Recovery Fund	2,724,742	-	2,724,742	-	2,724,742	-
301	Capital Improvement Fund	1,833,074	1,279,500	909,000	1,279,500	2,709,000	403,574
302	Transportation Capital Fund	2,370,096	5,351,805	6,693,273	5,501,805	6,693,273	1,178,628
303	Facilities Maintenance Fund	958,019	354,500	685,500	354,500	685,500	627,019
401	Sewer Utility Fund	932,732	7,860,788	7,860,400	7,860,788	8,110,400	683,120
402	Sewer Capital Fund	2,725,903	404,000	-	404,000	250,000	2,879,903
403	Surface Water Utility Fund	1,249,247	3,523,981	3,723,153	3,523,981	4,058,153	715,075
404	Surface Water Capital Fund	1,394,820	1,010,000	2,351,000	1,010,000	2,351,000	53,820
406	Sewer Bond Reserve	108,291	2,000	-	2,000	-	110,291
407	PW Trust Fund Repayment Fund	647,195	495,500	488,004	495,500	488,004	654,691
501	Replacement Fund	779,264	1,348,669	607,799	1,348,669	757,799	1,370,134
502	Information Technology Fund	150,000	309,154	336,533	486,391	363,770	272,621

Section 2. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

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

APPROVED:

 Thomas French
 Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

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

Budget Amendment 2024

City of Lake Forest Park

Finance Director, Lindsey Vaughn



Adjustments:

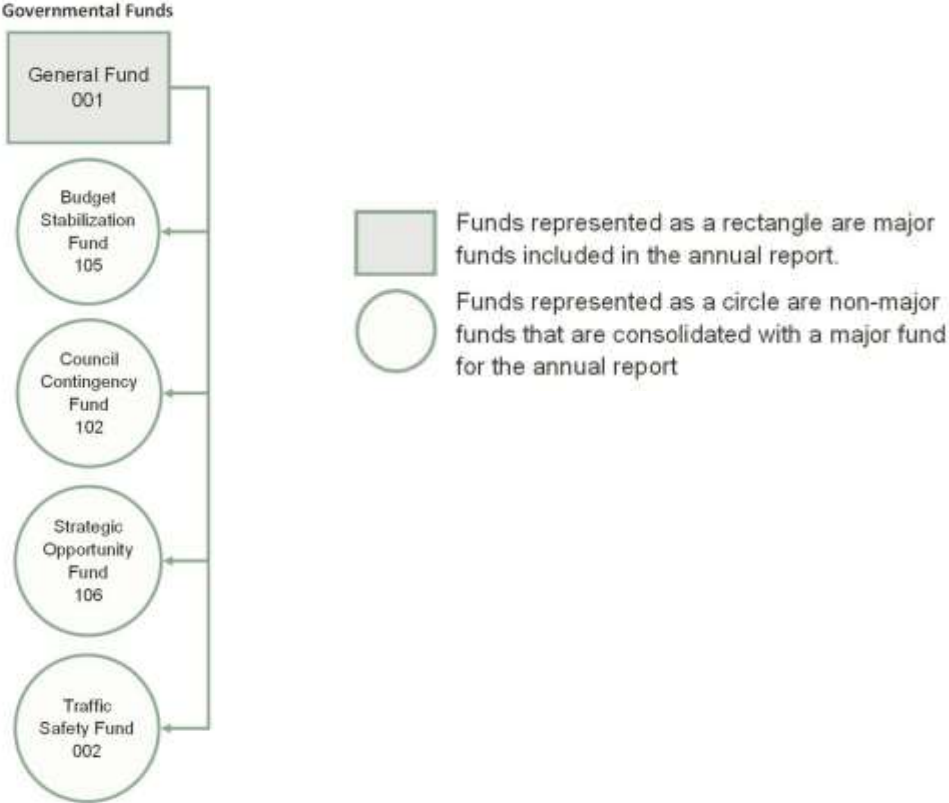


GENERAL FUND 001				
Title	Revenue(R)/Expend.(E)	2023-2024	Total Revenue	Total Expenditure
		Adjustment Amount		
Lost Revenue Transfer from Fund 107 ARPA	R	\$ 1,332,990	\$ 1,332,990	
General Fund Revenue Adjustment Total		\$ 1,332,990	\$ 1,332,990	
General Fund Expenditure Adjustment Total		\$ -		\$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

Traffic Safety Fund 002 (page 14 in budget)

FINANCIAL ORGANIZATION CHART (FUND STRUCTURE)

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



Adjustments:

CAPITAL IMPROVEMENT FUND 301				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Capital Improvement Fund Revenue Adjustment Total		\$ -	\$ -	\$ -
Rose Property Acquisition	E	\$ 1,600,000		\$ 1,600,000
Rose Property Acquisition additional costs	E	\$ 200,000		\$ 200,000
Capital Improvement Fund Expenditure Adjustment Total		\$ 1,800,000	\$ -	\$ 1,800,000
Total Net Change to the Transportation Benefit District Fund		\$ (1,800,000)		
TRANSPORTATION CAPITAL FUND 302				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Transfer in From Traffic Safety Fund 002	R	\$ 150,000	\$ 150,000	
Transportation Capital Fund Adjustment Total		\$ 150,000	\$ 150,000	
Transportation Capital Fund Revenue Adjustment Total		\$ -		\$ -
Total Net Change to the Transportation Capital Fund		\$ 150,000		
SEWER OPERATION FUND 401				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Sewer Operation Fund Revenue Adjustment Total		\$ -	\$ -	
King County Wastewater Treatment: METRO Charges	E	\$ 250,000		\$ 250,000
Sewer Operation Fund Expenditure Adjustment Total		\$ 250,000	\$ -	\$ 250,000
Total Net Change to the Sewer Operation Fund		\$ (250,000)		

Adjustments:

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

Revised Adjustments:

VEHICLE & EQUIPMENT REPLACEMENT FUND 501				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Transfer In From General Fund 001	R		\$ -	
Vehicle and Equipment Revenue Adjustment Total		\$ -	\$ -	
Transfer to IT Fund 502: Budget Beginning Fund Balance Transfer	E	\$ 150,000		\$ 150,000
Public Works Contract Fund Expenditure Adjustment Total		\$ 150,000		\$ 150,000
Total Net Change to the Vehicle & Equipment Fund		\$ (150,000)		
INFORMATION TECHNOLOGY FUND 502				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Transfer In from Vehicle & Equipment Replacement Fund 501	R	\$ 150,000	\$ 150,000	
Grant for Information Technology	R	\$ 27,237	\$ 27,237	
Transfer In from General Fund 001: Correct on 502 revenue side	R	\$ -	\$ -	
Information Technology Fund Revenue Adjustment Total		\$ 177,237	\$ 177,237	
Hardware: Information Technology	E		\$ 4,700	\$ 4,700
Professional Services: Information Technology	E		\$ 22,537	\$ 22,537
Information Technology Fund Expenditure Adjustment Total		\$ -	\$ 27,237	\$ 27,237
Total Net Change to the Information Technology Fund		\$ 150,000		

Questions/Comments?



ORDINANCE NO. 24-1298

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

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

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

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

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

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

3.87.010 Established.

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

Section 2. SEVERABILITY. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

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

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

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

City Administrator Report

City of Lake Forest Park

Date: November 7, 2024

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

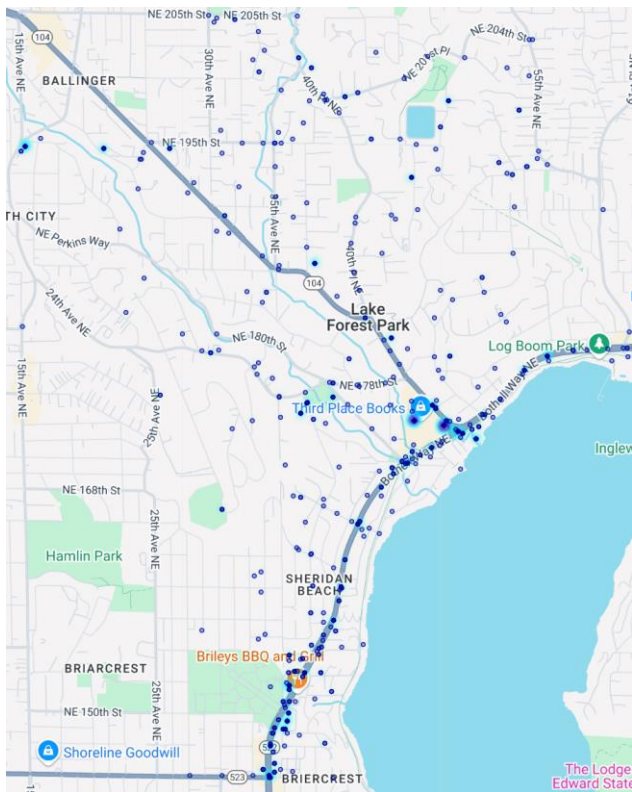
CC: Honorable Mayor Tom French
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department



Police incidents heatmap for
October 2024:
Each blue dot is an incident generated by dispatch or an officer.
This map represents **853** Call Incidents in **October**

Traffic General	310
Questionable Activity	46
E911	42
Contact of a Person	33
Other	20
LFPPD Warrants	20
Traffic Collision	14
Theft	13
Alarm	11
Welfare Check	11
Fire Assist	6
Domestic Violence	6
Order Service	6
Disturbance	5
Fraud	4

Case Reports Taken for October 2024

Theft	8	Child Protective Services	2
Domestic	5	Adult Protective Services	1
Property	4	VUCSA (Drugs)	1
Motor Vehicle Prowl	3	Sexual Assault	1
Warrant Arrest	3	DUI	1
Order Violation	2	Death Investigation	1
Trespass	2	Criminal Impersonation	1
Surrendered Property	2	Extortion-blackmail	1
Fraud	2	Rape	1
Assault	2	Informational report	1
		Malicious Mischief	1

Total – 46

Notable Incidents:

Assault

Officers responded to a physical DV between two brothers. Both were injured during the fight and the main perpetrator was arrested and booked in King County Jail.

Sex Offense

A Seattle resident called the police explaining that she was sexually assaulted in our city by a friend. The assault occurred ten days ago. Det. Czebotar was assigned to the case, and he has already interviewed the victim. The investigation is in progress.

Mental problem

A mentally ill subject came to the PD because she wanted to talk about multiple topics. Unfortunately, she was mostly incomprehensible but did not reach the level of involuntary commitment. She asked for Sgt. Parrish and Ofc. Hansen’s email. She was provided with resources but refused to listen to the officers.

Thefts

Multiple thefts occurred at the Albertsons store. Some of the suspects were caught and arrested for theft, others were trespassed. A couple of times, patrol officers could not respond in a timely manner because they were already in the middle of other priority calls, and consistently in minimum staffing. Several suspects who were caught stated that they live at the Sacred Medicine House, in Seattle, which is a housing complex for Native Americans who are experiencing homelessness. Lt. Zanella has already contacted the director of the complex and we are planning a meeting with their leadership team next week.

Disturbance

A citizen called LFPPD stating that there was a subject in the McDonalds' parking lot who was punching parked vehicles. The subject left before officers' arrival.

Agency Assist

Patrol assisted Mount Lake Terrace Police in setting a perimeter for a subject who was wanted for burglary 1, unlawful imprisonment, and indecent liberty.

Missing Person

A subject at the Dejavu called the police because his wife was missing and he thought that she had been kidnapped. When the officers arrived, the subject was already gone but the Dejavu manager told them that the subject eventually was able to talk to his wife and she was no longer missing.

Agency Assist

LFPPD Officers responded to a broken water service line that had started to leak water in the residence located in the 16000 block of 33rd Ave NE. LFP Public Works personnel took over the incident.

Agency Assist

Patrol assisted King County Sheriff's Office with a burglary in progress at NUD. Both suspects were located hiding, arrested, and booked into KCJ.

Assault

Officers responded to a DV assault in progress where a juvenile attacked her mother. She was arrested and booked at the KC Juvenile Center.

Suspicious Vehicle

Officers were sent to a suspicious vehicle call where the driver's side window of the car was broken and had a blue tarp over it. The driver explained that she was homeless. The officers tried to provide her with resources, but she did not want any help.

Child Protection Service Referral

CPS referral regarding an incident where a juvenile was possibly harmed. The investigation is in progress.

Child Protection Service Referral

CPS referral. Possible sexual abuse. The investigation is in progress.

Disturbance

A subject very aggressive with an Albertsons' employee. He left before officers' arrival.

Disturbance

Officers responded to a DV between wife and husband. The investigation revealed that it was only verbal, so no arrest was made.

Disturbance

An extremely intoxicated male created a disturbance in the 17000 block of 32nd Ave NE. Fire department checked on him and patrol escorted him to his residence.

Trespass

An intoxicated subject at the Ross store started to be aggressive with employees and customers. Officers arrived and de-escalated the situation. Eventually, he was trespassed from the premises.

Warrant

An LFPPD officer stopped a vehicle for expired tabs. It was discovered that the driver had a suspended license and had outstanding felony warrants. He was booked into King County Jail.

Assault

Officers responded to a DV in progress between husband and wife. Officers determined that the female subject was the main perpetrator, so she was booked in King County Jail.

Suspicious Person

Mr. Greens Cannabis store's employee contacted the police because he wanted to report a suspicious incident. The employee stated that a person came to the store pretending to be a "building inspector" but did not have any official ID, so the employee thought that the subject was actually "casing" the store. The investigation is on-going.

Suspicious vehicle

A citizen called the police regarding a suspicious vehicle parked on the 15000 block of Bothell Way NE. The citizen believed that the driver and the passenger were "doing drugs". Officers responded, arrested the driver, and released the passenger. A substantial amount of narcotics was seized at the scene. The driver, who also had an outstanding warrant, was booked in King County Jail.

Agency Assist

On October 26th at about 1:30pm, a head on collision occurred on Bothell Way NE in the 5600 block. A compact sedan was traveling EB and crossed over two sets of double yellow line before head on colliding with a WB traveling flatbed style tow truck. The collision was violent enough that the steel bumper of the tow truck embedded into the firewall of the sedan.

The sedan driver had to be extracted and was transported in critical condition to Harborview. For WB traffic, only the bus lane was open for travel. All EB lanes were shut down.

LFPD assisted Kenmore PD with the closure and diverting of traffic. Officers responded to Bothell and Ballinger to reroute NB Ballinger. We requested DOT Incident Response and Public Works to the area of Bothell and Ballinger to assist with cones and signage. As expected, this caused traffic issues throughout the city.

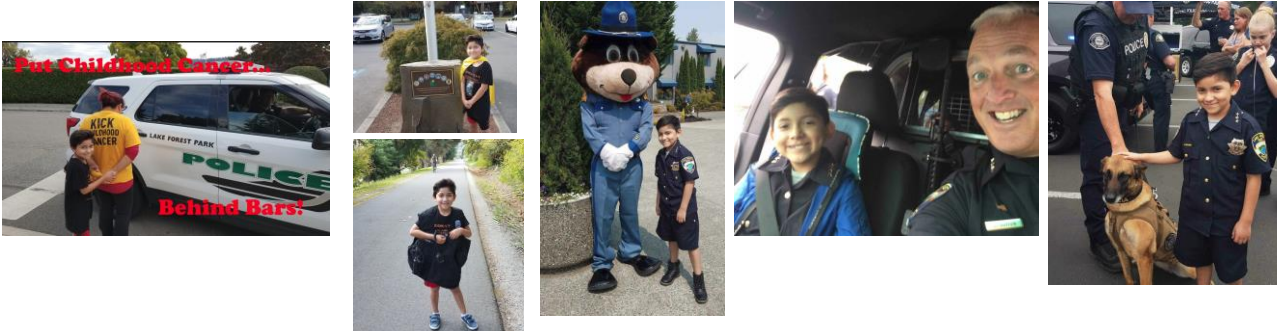
Additionally, with the assistance of a WSP trooper, Incident Response and LFP PW, we were able to collapse the EB Bothell Way Lanes between NE 170th and Ballinger into the single turn lane for detour to NB Ballinger. Ofc. Carlsrud was able to switch the traffic lights at Bothell and Ballinger to all-way flashing red. Due to the density of traffic and time of day, we decided to control the intersection for active traffic control. In particular, Officers Carlsrud and Benjamin did an outstanding job with active traffic control directing and Ofc. Johnson assisted both officers with secondary traffic control.

Due to the extended closure, traffic on Bothell, Ballinger and intersecting side streets was severely impacted. We had 18 wheelers following their various GPS apps and using side streets to try to get to Kenmore and beyond. METRO re-routed their standard and articulated coaches through Horizon View back down to Bothell Way NE and 61st. Undoubtedly, we had vehicles driving recklessly and quickly on the side streets and NE 178th Street was very active. In one instance, a vehicle registered to an address in Kenmore drove recklessly past the traffic control officers before nearly colliding with our officer and an illuminated red and blue MARR vehicle at the Kenmore collision scene.

The collision scene was finally cleared by Kenmore and LFPD reopened all of the traffic lanes at approximately 8:30pm.


Chief for a Day

It is with great sadness that I share the news of the passing of "Chief Joshua" on September 14th. Joshua was honored as "Chief for a Day" in 2016, and the photos capture his joy and bravery during that special time. Despite a courageous battle, facing cancer three times and undergoing a bone marrow transplant, Joshua ultimately lost his fight. His resilience and spirit touched us all, and he will be deeply missed. He really was a good kid. Super brave, funny, and kind spirit.











King County Public Safety Fourm



 **Public Safety Town Hall**
Join Councilmember Rod Dembowski and public safety leaders:

Monday, October 21, 2024 - 6 pm to 8 pm
THIRD PLACE COMMONS, 17171 BOTHELL WAY NE, LAKE FOREST PARK, WA 98155

 PATTI COLE-TINDALL King County Sheriff	 LEESA MANION King County Prosecuting Attorney
 GIRMAY ZAHILAY King County Councilmember, Budget Chair	 BROOK BUETTNER Executive Director of Regional Crisis Response Agency
 SEAN O'DONNELL King County Superior Court Judge	 REBECCA ROBERTSON King County District Court Chief Presiding Judge
 DWIGHT DIVELY King County Budget Director	



On Monday, October 21, 2024, Councilmember Rod Dembowski hosted a Public Safety Town Hall at the Lake Forest Park Town Center, Third Place Commons, from 6:00 pm to 8:00 pm. The event saw a strong turnout from the local community, eager to engage in discussions about public safety issues and budgeting.

Councilmember Dembowski, who is a member of the Council's Budget Leadership Team, presided over the panel as chair of the public safety budget discussions. The focus was on the growing financial strain on public safety services across King County and cities like Lake Forest Park. Rising costs, increased service demands, and state-imposed limitations on property taxes have made it difficult to meet these needs.

The panel featured several key King County leaders:

- Patti Cole-Tindall, King County Sheriff
- Leesa Manion, King County Prosecuting Attorney
- Girmay Zahilay, King County Councilmember and Budget Chair
- Brook Buettner, Executive Director of the Regional Crisis Response Agency
- Sean O'Donnell, King County Superior Court Judge
- Rebecca Robertson, King County District Court Chief Presiding Judge
- Dwight Dively, King County Budget Director

The panelists shared insights into their roles, the challenges they face, and the opportunities they see in addressing the growing demands on the justice and public safety system. Mayor Tom French opened the event with remarks and an introduction, setting the tone for the evening.

Chief Harden and Lt. Zanella were in attendance and responded to questions from attendees, addressing local concerns about policing, law enforcement resources, and community safety. The event allowed attendees to express their thoughts and ideas, making it a valuable platform for public feedback on this critical government function.

CJTC Northwest Campus



Chief Harden attended the soft opening of a new law enforcement training academy in Arlington, Washington, aiming to address the critical backlog of recruits waiting for training slots. The Arlington facility is the third academy established by the Washington State Criminal Justice Training Commission (WSCJTC) in the last 18 months. This new academy is expected to train 60 recruits annually, contributing to a statewide goal of training of around 800 recruits per year. The opening comes amid ongoing staffing shortages in law enforcement across the state, with Washington ranking last in the nation in officers per capita.

The northwest location, located near the city of Arlington's airport, will fully open in early 2025. Governor Jay Inslee, who attended the soft launch, emphasized the bipartisan effort that made this possible. The goal is to reduce wait times for new officers to begin their training, which in some areas has been as long 8-12 months. Officials hope that the new regional facilities will make it easier for recruits to stay connected to their communities while training and help alleviate the strain on law enforcement agencies across the state. For our police department, 14 of the 22 officers live in Snohomish County. This academy location will be much better for families while the officer attends, instead of sitting in 2+ hours of typical Seattle traffic.

NEMCo

The Northshore Emergency Management Coalition has recently been engaged in several education and training activities throughout the Partner Agencies. In Lake Forest Park, the Emergency Manager completed the 3rd Quarter Emergency Management Training Session for

city employees, focusing on Disaster Communications and discussing the development of the Disaster Communications Work Group to help coordinate messaging during emergencies. This training will be repeated at the end of November for the City of Kenmore. The EM also completed the last make-up session of Basic First Aid, CPR, and AED training for the City of Kenmore. This means that in 2024, 46 of their approximately 62 employees completed this training. Lake Forest Park employees are scheduled for their make-up sessions in mid-November.

On Saturday October 26th, the NEMCo Volunteer Corp instructor cadre wrapped up a seven-week CERT Basic Course. This course taught about a dozen community members basic response skills that can be utilized during the response to a wide variety of events that could impact our area. The completion of this course also marks the completion of the third CERT Basic Course run by NEMCo this year. To further develop and educate our group of volunteer instructors, NEMCo will be hosting a CERT Train-the-Trainer Course over the second weekend in November. This course will be hosted by NEMCo at Station 51 in Kenmore but taught by the State CERT Coordinator and his team of Master Trainers. Currently, this class is full (with a wait list) and will help train CERT Basic Instructors from numerous agencies, not just NEMCo volunteers.



On November 7th, the NEMCo Volunteer Corp’s drone team will be celebrating its first birthday by hosting a Community Open House. This team has been training over the pervious year to

build a team, currently with 28 members (including 3 certified pilots), that can deploy to support Partner Agencies and their response to disaster/emergency events. These events include searches for missing persons, building surveys/damage assessments, 3D modeling of scenes, and general arial observations during emergency response activities.

IT'S THE DRONE TEAM'S FIRST BIRTHDAY!

Join us for a Community Open House and Birthday Celebration
Thursday, November 7, 2024
Time: 7:00 pm to 8:30 pm
Location: Kenmore Fire Station 51
 7220 NE 181st St, Kenmore, WA 98028

Learn How Drones Are Being Deployed As A Resource in Our Community

Free:

- Birthday Cake
- Snacks
- Drone Display
- Drone Technology Demo
- Much, Much More . . .

INTERESTED IN JOINING THE DRONE TEAM ?
 Stop by, meet the team and see how you can become involved. We provide FREE training on ground, air, flight and pilot operations to qualify you for emergency response drone activities. Students are encouraged to participate and can receive education credit.

FOR MORE EVENTS AND INFORMATION VISIT WEBSITE: WWW.NORTHSHOREEMC.COM

The Community Open House component of this celebration serves two purposes. It allows the team to highlight their successes to the public, but it also meets a mandate from the Emergency Manager. This mandate is that we offer an opportunity for the community to ask questions and voice concerns about the use of drones during emergencies at least

twice a year. While the spring open house only had 6 people in attendance, NEMCo is hoping that the celebration component of this event will bring in more community members to hear about this program and resolve any concerns they may have.

II. Internal City Information

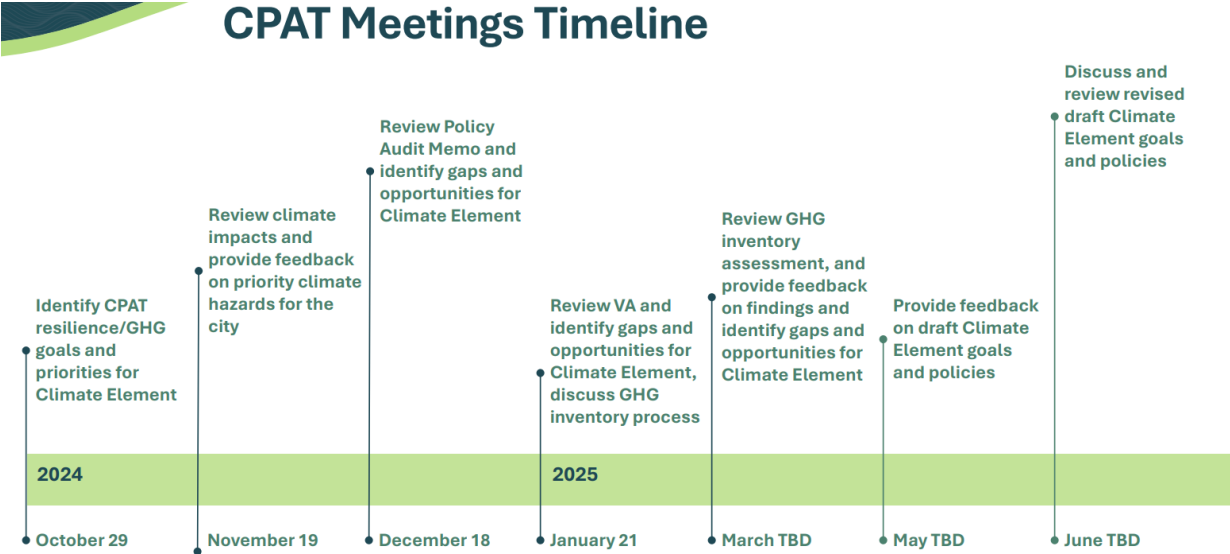
III. Council Information

Community Development Department

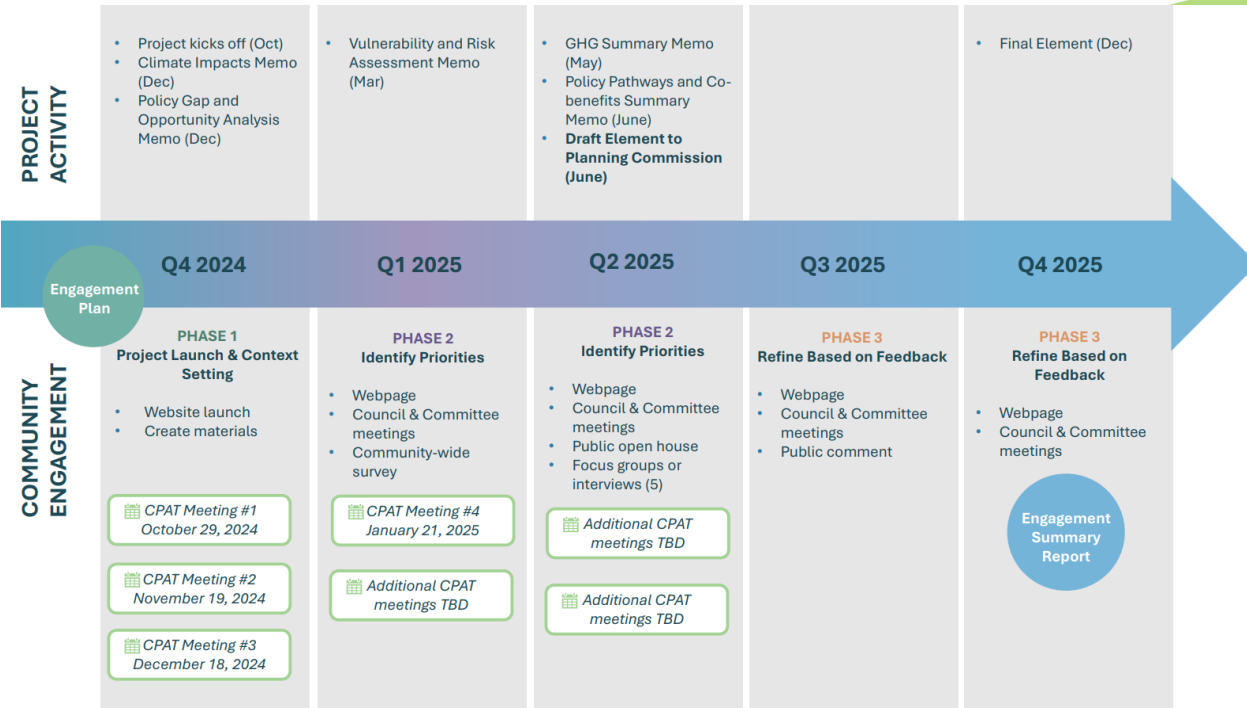
Climate Policy Advisory Team (CPAT) begins work on creation of a new Climate Element

The Climate Policy Advisory Team is temporarily established to advise the city on policy and regulations resulting in the addition of a climate element to the Comprehensive Plan (Resolution No 24-1948, Section 2) by undertaking the following tasks: 1. Analyze climate information to provide recommendations to City staff and the consultant team on key focus areas for goals and policies. 2. Provide recommendations to the consultant team and staff to confirm the direction of materials presented, and to review and recommend Climate Element goals and policies. 3. Participate in meeting discussions to help hone direction of Climate Element that considers measures to reduce greenhouse gas emissions, local climate impacts, community vulnerabilities, and advance environmental justice goals. 4. Review and provide feedback on information gathered through engagement processes, to ensure the Climate Element considers feedback from affected communities, stakeholders, partner agencies, and City staff. 5. Steward the process and build broad community support to enable the City to successfully adopt the Climate Element with the Comprehensive Plan.

The initial meeting of the CPAT occurred on Tuesday, October 29, 2024. Numerous opportunities will be provided over the coming year for outreach, review and input, and public participation. The recommendation from the CPAT will be reviewed by the Planning Commission, and later reviewed and considered by the City Council in 2025.



**CPAT meetings will occur from 7:00pm – 9:00pm



Comprehensive Plan Periodic Update

The periodic update effort continues with the draft Planning Commission recommended document being reviewed by the City Council throughout November, leading towards a noticed public hearing in December and anticipated adoption before the close of the year.

Animal Acres Pollinator Project: Work Party October 26th

On Saturday October 26th, the Animal Acres Master Gardeners partnered with the Lake Forest Park Rotarians and the Shorecrest Interact Club to plant the newest pollinator area in Animal Acres Park. This area is the largest of the four pollinator garden sites and the newest to be developed. Prior to this event and with the assistance of the LFP Public Works Department, the

city arborist Drue Epping, and Environmental Coordinator Cory Roche, the area had been pruned and cleared for planting. After removing roots and landscape cloth, compost was spread and planting took place. The plants were donated by Master Gardeners who had raised them for the event. After planting and watering, chips were spread and plant labels were installed. The final area to be planted and chipped with take place on Monday October 28th. We are very grateful to Rotary and Interact for helping us with this project. It was a great community effort. We look forward to partnering with them again to complete all four pollinator areas. Thanks to everyone who participated for being a part of this project.

Linda Holman
Master Gardener, King County
Lake Forest Park Rotary







III. Response to Citizen and Council Comments

IV. Contract Reporting

Nothing to report from the reporting period.

V. Legislative Update

I. Community Events

Recycling Collection Event with the City of Kenmore November 9, 2024!

The Cities of Lake Forest Park and Kenmore are partnering for a combined Recycling Collection Event! Take a look at the [Event Flyer \(https://cityofflp.gov/DocumentCenter/View/11949/2024-Ken-LFP-Nov-RCE-Flyer\)](https://cityofflp.gov/DocumentCenter/View/11949/2024-Ken-LFP-Nov-RCE-Flyer) to view the full list of what you can and cannot bring. Please be aware fees do apply for certain items. The collection event will take place Saturday, November 9, 2024 from 9:00 a.m. to 3:00 p.m. at [Northlake Lutheran Church](#).

Items you can bring ([please view the event flyer for full details and information](#)):

Tires*, Propane Tanks*, Appliances and Scrap Metal*, Porcelain Toilets & Sinks*, Lead Acid &

Household Batteries, Mattresses*, Paper Shredding (4 box limit), Clean Bulky Wood, and Refrigerators & Freezers*.

*Fees apply

Please note: No flat beds or dump trucks allowed. We reserve the right to refuse over-sized, commercial, contaminated, excessive, or unacceptable loads.

VI. Upcoming City Sponsored Events

VII. Meetings Calendar

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

November 4, 2024, 6:00 PM - 8:00 PM City Hall and via Zoom

[More Details](#)

[CANCELED - Climate Action Committee Meeting \(hybrid meeting\)](#)

November 5, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Tree Board Meeting \(hybrid meeting\)](#)

November 6, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[City Council Special Work Session \(hybrid meeting\)](#)

November 7, 2024, 6:00 PM - 7:00 PM City Hall and via Zoom

[More Details](#)

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

November 7, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Planning Commission Meeting \(hybrid meeting\)](#)

November 12, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[CANCELED - City Council Work Session \(hybrid meeting\)](#)

November 14, 2024, 6:00 PM - 7:00 PM City Hall and via Zoom

[More Details](#)

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

November 14, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Climate Policy Advisory Team Meeting \(hybrid meeting\)](#)

November 19, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[North King County Coalition on Homelessness](#)

November 21, 2024, 1:00 PM - 2:30 PM

[More Details](#)

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

November 21, 2024, 6:00 PM - 7:30 PM City Hall and via Zoom

[More Details](#)

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

November 21, 2024, 6:00 PM - 8:00 PM City Hall and via Zoom

[More Details](#)

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

November 26, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)