



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, July 23, 2026 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/87276662793>

Call into Webinar: 253-215-8782 | Webinar ID: 872 7666 2793

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

AMENDED

AGENDA

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

The Council will not be accepting online public comments. Comments are limited to a three (3) minute time limit.

This is an opportunity for the public to address the City Council on any item within its purview or control.

- *Oral public comments are only accepted in person to ensure the orderly conduct of the meeting.*
- *Speakers are limited to three (3) minutes.*
- *Councilmembers may not respond during public comments, but may ask staff to follow up, if appropriate.*
- *Public comments may not be used to promote or oppose candidates for public office or ballot measures.*
- *The Mayor or presiding officer may interrupt comments that violate these instructions, are unrelated to the Council's purview or control, or otherwise hinder the orderly conduct of the meeting.*

5. PRESENTATIONS

A. King County Metro - upcoming changes to routes

B. 2027-2028 Biennium Budget - Community Partner Presentations

- Center for Human Services
- Shoreline Historical Museum
- Friends of Third Place Commons

C. State Route 104 and 40th Place NE Roundabout detour planning

6. 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. July 9, 2026 City Council Work Session Minutes
- B. July 9, 2026 City Council Regular Meeting Minutes
- C. July 16, 2026 Budget & Finance Committee Meeting Minutes
- D. City Expenditures for the Period Ending July 9, 2026
- E. Resolution 26-2090/Authorizing the Mayor to sign an Amendment to the Interlocal agreement with the Coalition of Small Police Agencies (CSPA) to approve the University of Washington Police Department's request to join CSPA
- F. Budget calendar for the 2027-2028 biennium budget

7. NEW BUSINESS

- A. Resolution 26-2091/Authorizing the Mayor to sign Amendment No. 1 to the Professional Services Agreement AG 19-051 with Gray & Osborne, Inc. for Design Services for the L90 Culvert Project (First presentation)
- B. Ordinance 26-1319/Master Use Permit for McLeodUSA Telecommunications Services, LLC (First presentation)
- C. Appointing Members to the Pro and Con Committees for the Proposition 1, Public Safety Services Levy Lid Lift, on the November 3, 2026 General Election Ballot (*Request to waive three-touch rule/Action*)
- D. **AMENDED** - Authorize the Mayor to Execute a Utility Easement with Erin Campbell for the SR 104 and 40th Place NE Roundabout Project (*Request to waive three touches/Action*)

8. COUNCIL DISCUSSION AND ACTION

- A. Consideration of canceling August City Council meetings (August 20 Budget & Finance Committee; August 24 Committee of the Whole; August 27 Regular Meeting)

9. COUNCILMEMBER REPORTS

10. MAYOR'S REPORT

11. CITY ADMINISTRATOR'S REPORT

- A. July 23, 2026 City Administrator's Report

12. EXECUTIVE SESSION

- A. Executive Session - Potential Litigation pursuant to RCW 42.30.110(1)(i)

13. OTHER BUSINESS

- A. Authorize the Mayor to sign the engagement letter with the Arete Law Group (*Request to waive three touches/Action*)

14. ADJOURN

FUTURE SCHEDULE

- Thursday, August 13, 2026, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*
- Thursday, August 13, 2026, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, September 10, 2026, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*
- Thursday, September 10, 2026, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

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

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

Mission:
To strengthen the community
through counseling,
education, and support to
children, youth, adults and
families.



Center for Human Services

Building a stronger community...one family at a time.

Services for LFP Residents

Section 5, ItemB.

- Family Support prevention programs and services
- Mental Health counseling (office-based and school-based)
- Substance Use Disorder assessment and outpatient treatment
- WISE/Wraparound Intensive Services

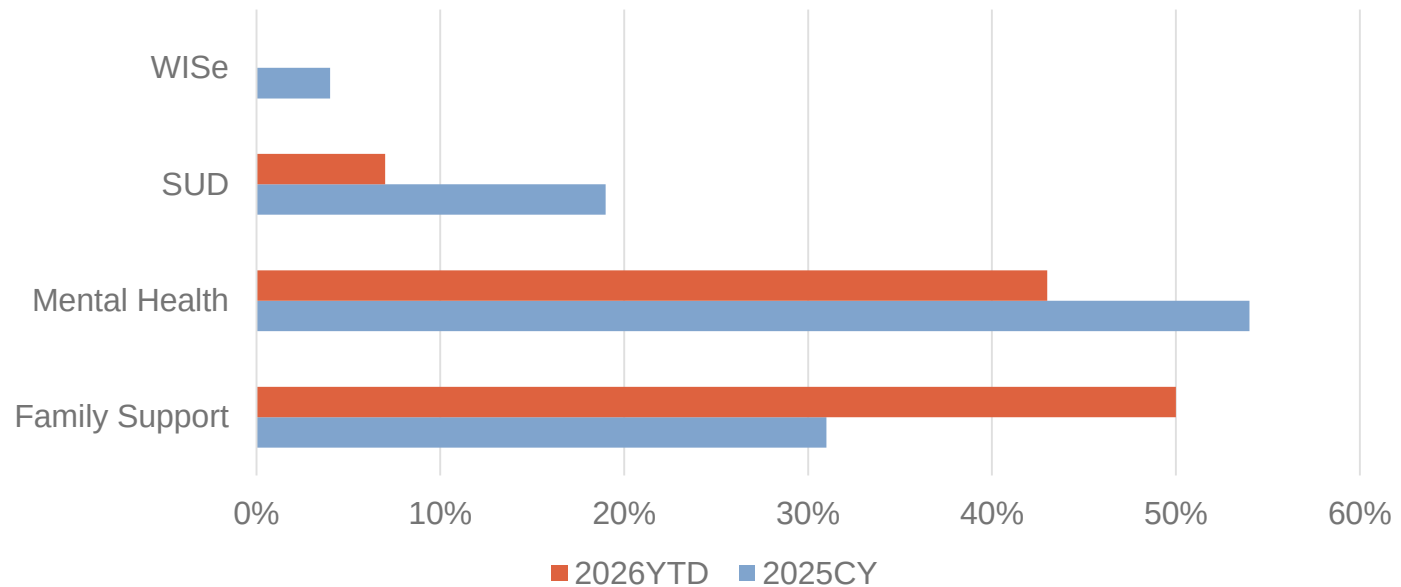


CY 2025 Data & YTD 2026

Section 5, ItemB.

Service Hours	# of Residents	Service hours YTD	# of residents YTD	2025 – YTD unduplicated residents
1,090	52	281	30	61
31% Family Support, 52% Mental Health ,19% SUD, 4% WISE, *3 clients engaged in MH & SUD services		50% Family Support, 43% Mental Health, 7% SUD		

Chart Title



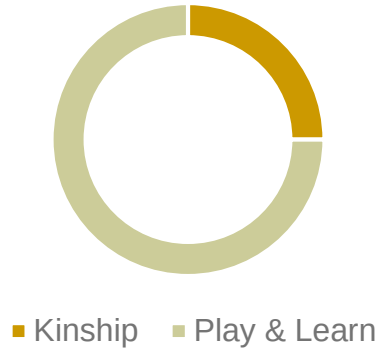
Center for Human Services

Building a stronger community...one family at a time.

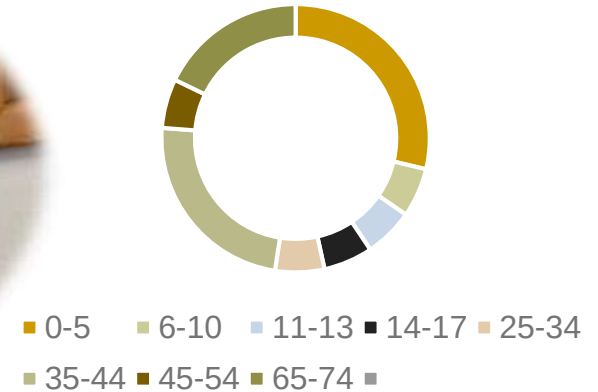
Family Support CY 2025

Section 5, ItemB.

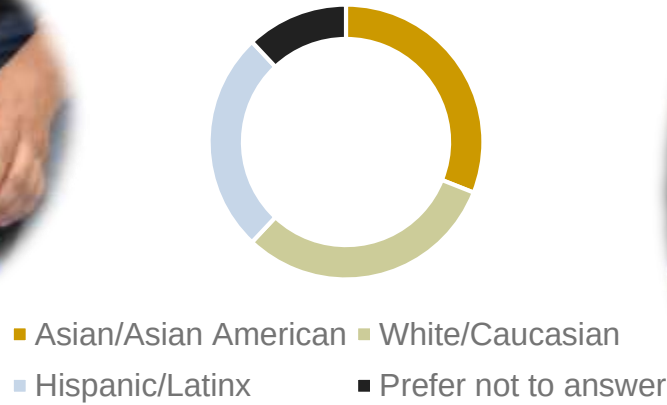
Program Participation



Age of Participants



Race/Ethnicity



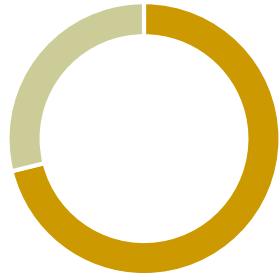
Center for Human Services

Building a stronger community...one family at a time.

Mental Health CY 2025

Section 5, Item B.

Program Participation



■ Office Based ■ School Based

Age of Participants



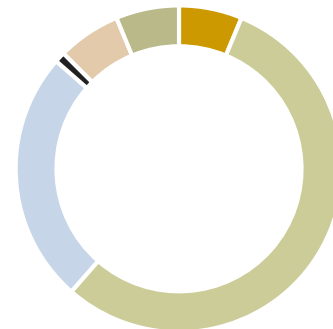
■ 6-10 ■ 11-13 ■ 14-17 ■ 18-24
■ 25-34 ■ 35-44 ■ 45-54

Client Diagnosis

Anxiety Disorders (31%)
 Depressive Disorders (31%)
 Trauma/Stressor Disorder (27%)
 Adjustment Disorder (27%)
 ADHD (4%)
 Autism (4%)
 Borderline Personality Disorder (4%)
 Co-Occurring MH & SUD (15%)



Race/Ethnicity



■ Asian/Asian American ■ White/Caucasian ■ Hispanic/Latinx
 ■ Prefer not to answer ■ Black/African American ■ MultiRacial



Center for Human Services

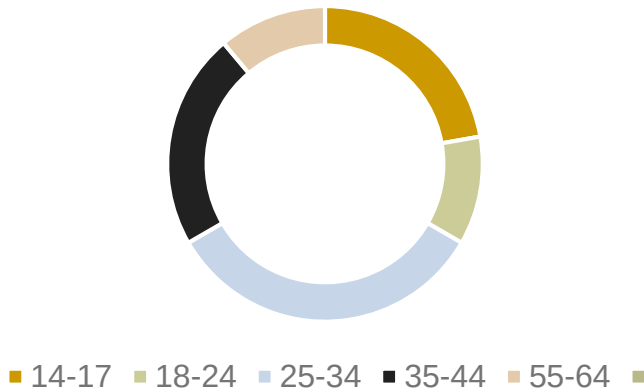
Building a stronger community...one family at a time.

Substance Use Disorder Services

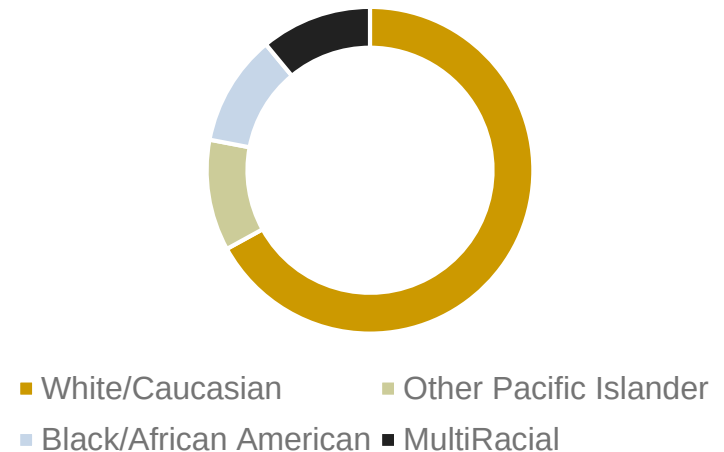
Section 5, Item B.

- Court ordered and voluntary assessment & outpatient treatment
- Harm Reduction Supplies (i.e. wound care kits, Narcan etc.)
- Alcohol, Tobacco and Other Drug parent/youth education

Age of Participants



Race/Ethnicity



Substance Use Trends

Alcohol 67%, Cannabis 67%, Cocaine 23%,
Amphetamines 23%, Opioids 12%, Benzodiazepines 12%

Co-Occurring Trends

Mental Health Diagnosis
with Alcohol and/or
Cannabis disorder



Center for Human Services

Building a stronger community...one family at a time.

WISe (Wraparound Intensive Services)

Section 5, ItemB.

- High intensity interventions through a wraparound model
 - Youth under 21 who are involved in two or more systems.
- Team includes Care Coordinator, Mental Health Therapist for the youth, Parent Partner for the caregiver.
- Care Coordinator brings providers supporting the youth together to set goals and align on strategies of support.
- Trends: (2 youth in 2025 ages 6 and 12)
 - Youth who exhibit destructive behaviors
 - Youth born drug affected
 - Youth who have experienced significant trauma and adverse experiences
 - Neurodivergent youth with social challenges
 - Youth involved in juvenile justice system
 - Families involved in child welfare system
 - Youth in kinship care due to loss of biological parent



Outcomes*

Section 5, ItemB.

- Prevention through increased parent/caregiver knowledge about early childhood development, strengthen the parent/child bond, and their social connections in the community
 - 100% improved their parent/child relationship
 - 86% increased understanding of their child's non-verbal cues
 - 79% increased feeling supported in their role as a parent in the community.
- Reduction in mental health symptoms and their impact
 - 87.3% of clients improved mental stability and functioning
 - 88.2% made progress toward their treatment goals
 - 83.5% reduced symptomatic episodes
- Decrease or abstaining from substance use
 - 77.5% decreased or abstained from their alcohol or other drug use
 - 79.8% made progress on issues impacted by their substance use

* Agency-wide outcomes, not LFP resident specific

Center for Human Services

Building a stronger community...one family at a time.



Thank you!

Section 5, Item B.

Tanya Laskelle
Associate Executive Director
tanya@chs-nw.org

www.chs-nw.org



Center for Human Services

Building a stronger community...one family at a time.



ThirdPlace COMMONS

Real Community • Real Space



Progress

- Expanded our community programming & engagement
- Strengthened community partnerships
- Increased connection to youth & young families
- Increased our organizational capacity

20th Anniversary Celebration!



Join us to kick off the market day with music, special guests, and a commemorative bell ringing!

Sunday, June 15 • 10:00 a.m.



Celebrate 25 Years of Third Place Commons!

Birthday Weekend • Sept 26–28, 2025

Live Music • Family Fun • Founders Forum
Kids' Activities • Sidewalk Sale • Farmers Market

Join us all weekend to celebrate
25 years of connection, creativity & community!



Section 5, ItemB.





Section 5, ItemB.





Section 5, ItemB.



27,000 people participated in Commons programming in 2025!



***Since 2023, we have more than doubled our programming, growing from 68 stand-alone and recurring events serving more than 20,000 participants to 138 events in 2025.**



Public Events – 2025

Community Programming:

- 100 live music & dance nights (Fri. & Sat.)
- 51 community music performances
- 11 community dance performances
- 23 teen/youth events
- 9 senior events
- 38 assorted one-time community performances & events





Public Events – 2025

Weekend Music Program

- 100 live music & dance nights (Fri. & Sat.)
- Big band, jazz, funk, blues, soul, Americana, country, rock & roll
- 100-150 dancers each night



“I went alone once to hear a jazz band and ended up hanging out with a friendly and welcoming bunch of dancers – I had a great evening! That’s what communities need more of!”



“A top destination for dancing in the Seattle area. Great bands and a friendly environment make it perfect for dancers and we go there often. It’s a treasure.”

Commons Stage – 2025

➤ 56 music performances

- Solo & group (all ages)
- Amateur & professional
- Incl. Steel Magic NW, solo pedal steel guitar, Emerald City Voices, NW Scottish Fiddlers, native flute, Milner Family Fiddles, Dickens Carolers & WA Trumpet Guild

➤ 11 dance performances

- Incl. Flight Feathers Ballet, In Folkmotion Cloggers, Cladach Irish Dancers, Keiki Hula Showcase, NW Dance Collective & Carroll-Henderson School of Irish Dancing





Community Events

Wide range of community events including:

- Art Adventures with Laura
- Cub Scout Pack 850 Pinewood Derby
- Town Hall with Rep. Jayapal
- Swing Dance Lessons
- A People's History of LFP – Honoring David Buerge
- Community Reading of the Constitution
- Commons Community Action Fair
- Financial Literacy series
- Choral Skills Workshop series



Ongoing Community Groups

Our Community is Growing: 22 Recurring Groups

- +8 new in 2025
- +4 more in early 2026

Including:

- Fiber Social
- American Mah Jongg
- Commons Chess Club
- Star Trek Fans of Seattle Meetup
- STRUM ukulele jam
- Sunday Sings
- ASL Board Game Social
- French Hikers & Gamers
- Cribbage in the Commons
- LFP for Peace
- LGBTQ+ Hang Out
- Start Liners Writers Group
- Brushwielders Guild
- Computer Q&A's
- TPC Movie Club
- Commons Community Book Club
- Weekly and Monthly Art-Ins
- Garden Club
- League of Women Voters
- French, Spanish & German Language Conversation Groups



Celebrating Holidays



Section 5, ItemB.

Partnerships – Prominent Annual Events

Secret Gardens of Lake Forest Park

- Lake Forest Park Garden Club
- Lake Forest Park Stewardship Foundation
- Shorelake Arts
- LFP Climate Hub



Section 5, ItemB.

**Secret Gardens
of Lake Forest Park
Garden Tour & Market**



Save The Date!
**You are invited to the
LFP Green Fair, March 30!**

When?
Saturday,
March 30, 2024
10 AM to 2 PM

Where?
Third Place Commons
17171 Bothell Way NE
Lake Forest Park WA 98155

**Learn,
Have Fun,
& Go Green for FREE!!**

Vendors from all different backgrounds will be in attendance
supplied with giveaways and able to answer your questions!

Learn to save the Planet
Reduce, Reuse, Recycle, & Be Green!

**NATURAL
YARD CARE**

**Puget Sound
Starts Here**

Sponsored By:
King County
as part of the Local Hazardous
Waste Management Program
in King County

Earth Smart Green Fair

- City of Lake Forest Park
- Republic Waste & Recycling
- Community organizations

Farmers Market

- Farmers Market (May-Oct.): ~120,000
- 2 Holiday Crafts Fairs (Nov. & Dec.)
- ~38 vendors per week
- 22,000 lbs. donated to local food bank



Nutrition Assistance

2025 Redemption

- \$10,481 SNAP Benefits (Food Stamps)
- \$9,311 SNAP Market Match (fruits & vegetables program)
- \$5,890 Market Bucks (locally funded Commons program)

\$25,682 total nutrition assistance provided in 2025



Goals

- Expand our community programming & engagement
- Strengthen community partnerships
- Increase connection to youth, young families & seniors
- Ensure a vibrant and engaging community center at
The Commons

Goals

- Data Collection
 - Participant/program surveys
- Improving our physical space
 - Kids corner, games cabinet, murals, sound mitigation in Stadler Room
- Increase connection to youth, young families & seniors
 - Youth Advisory Council starting August!

Request

- An additional 10k/per year to support:
 - L&I required minimum staff salary increases
 - Physical space improvements (e.g. sound mitigation in Stadler Room)
 - Expansion of our Market Bucks program



ThirdPlace
COMMONS





Thank you!

Silje Sodal

director@thirdplacecommons.org



Section 5, Item B.



Secret Gardens of Lake Forest Park Garden Tour & Market







Lake Forest Park | North Seattle | Shoreline

City of Lake Forest Park 2026

Robby Grillo (he/him)

SHM Museum Director

The Shoreline Historical Museum exists on land stewarded since time immemorial by the dx̣ẉḍəẉʔaḅš Duwamish Tribe and other Coast Salish Peoples. We honor with gratitude the land itself and its caretakers.

About SHM

◇ Mission

- ◇ The Shoreline Historical Museum serves the public by preserving, recording, and interpreting the heritage of Northwest King County, Washington.

◇ Vision

- ◇ The Shoreline Historical Museum strives to illuminate history, make connections, and inspire our visitors.

◇ Values

- ◇ At the Shoreline Historical Museum, we value the stewardship of collections, collaborations with people and organizations, and the inclusion of everyone to access our resources.



Tuesday - Saturday
10am - 4pm
Admission : FREE



**18501 Linden Ave N,
Shoreline, WA 98133**



shorelinehistoricalmuseum.org



(206)-542-7111

Collections & Exhibits

Section 5, ItemB.

- ◆ Our collection rehousing project is well underway and working towards completion!
- ◆ This allows us to look at our exhibit space to enhance and reinterpret the exhibits



Exhibits are a Collaborative Process!

*Photo Release
Section 5, ItemB. ted



**Girl Scout Troop 381,
Lake Forest Park (1952)**

SHM Archives

<https://photos.shorelinehistoricalmuseum.org/photo-gallery.html>



**Girl Scout Troop 45312 @ SHM
(May 2026)**

Miyawaki Forest

(Mee-ah-wah-kee)

Section 5, Item B.



November 2025



December 2023

- ADA Accessible Pathway
- Interpretive Panels
- Informational Kiosk





Section 5, Item B.

Programming

Curation 101: Archiving and Preservation Workshop
 Tuesday, June 30, 2:00 pm—3:30 pm
 Learn how to take care of your own treasures with the Shoreline Historical Museum! Bring a treasured photo, letter, or other small artifact and learn how to properly house and store your items so they can have a long and happy life! Participants will all receive a free archival box to preserve their keepsake. **FREE. Please register at the Front Desk.**



Shoreline Historical Museum
 HERITAGE CENTER • SHORELINE



HISTORICAL HUMAN-ANIMAL RELATIONS IN NORTH KING COUNTY
 Tuesday, May 12 6-7:30pm
 Shoreline Library
 Sponsored by the Friends of the Shoreline Library.

For adults,
 Learn about the diverse historic relationships we have with our furry, finned, and feathered friends using artifacts from the museum's collection.
 Registration not required.

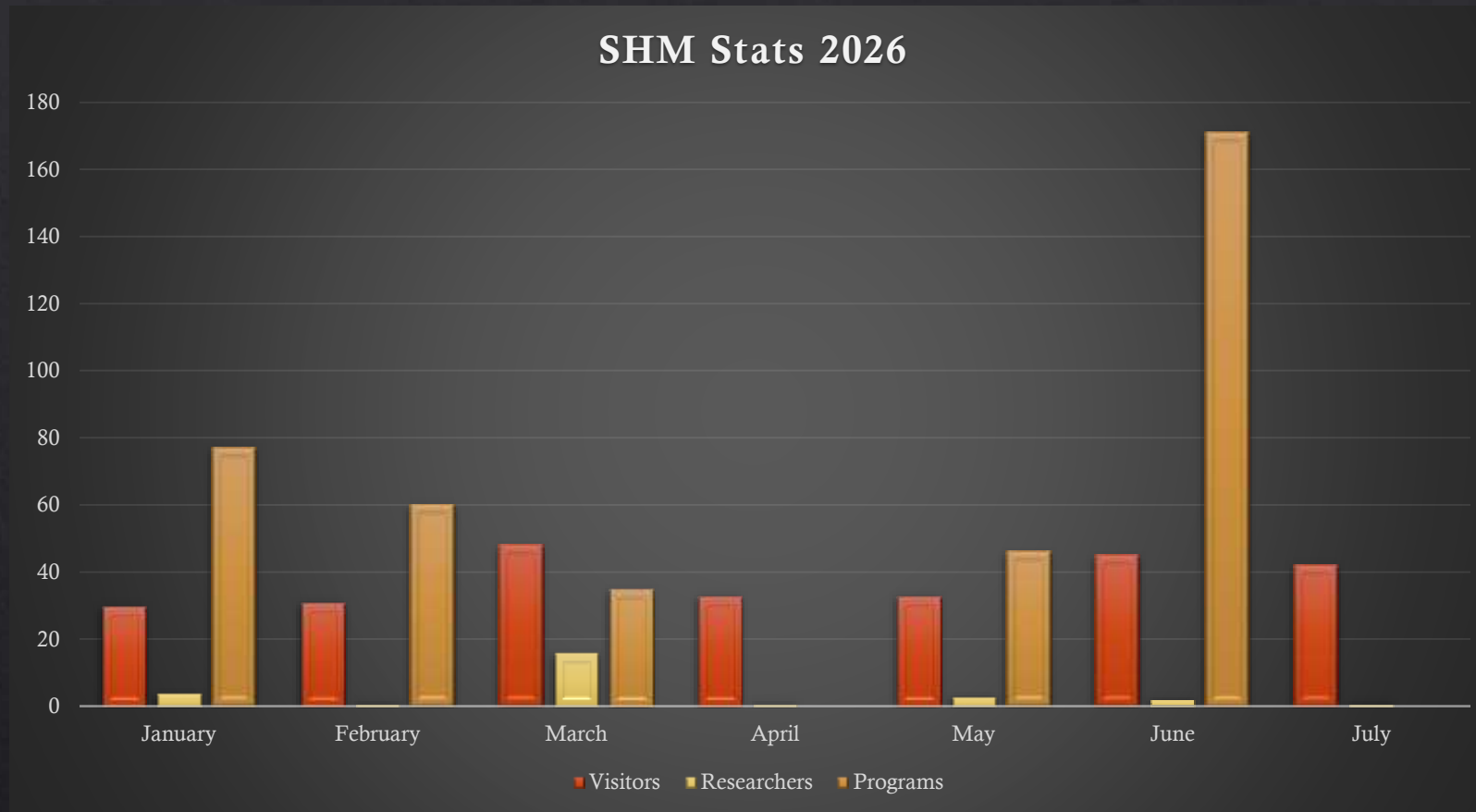
Shoreline Library
 45 NE 177th Street • Shoreline, WA 98135 • 206.362.7300

KING COUNTY LIBRARY SYSTEM

CURIOSITY
 NOT QUIET

Visitor Statistics for January - July 2026

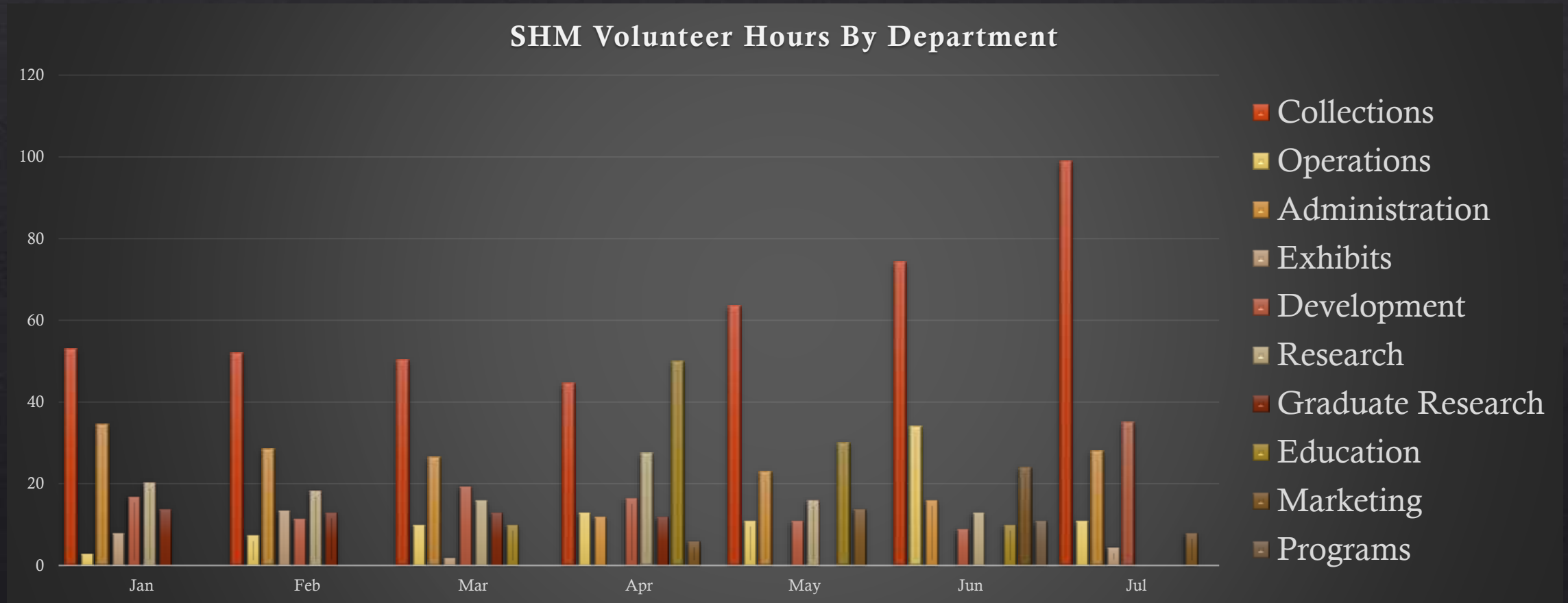
Section 5, ItemB.



262 Visitors
28 Researchers
389 Program/Outreach Attendees

Volunteer Hours January - July 2026

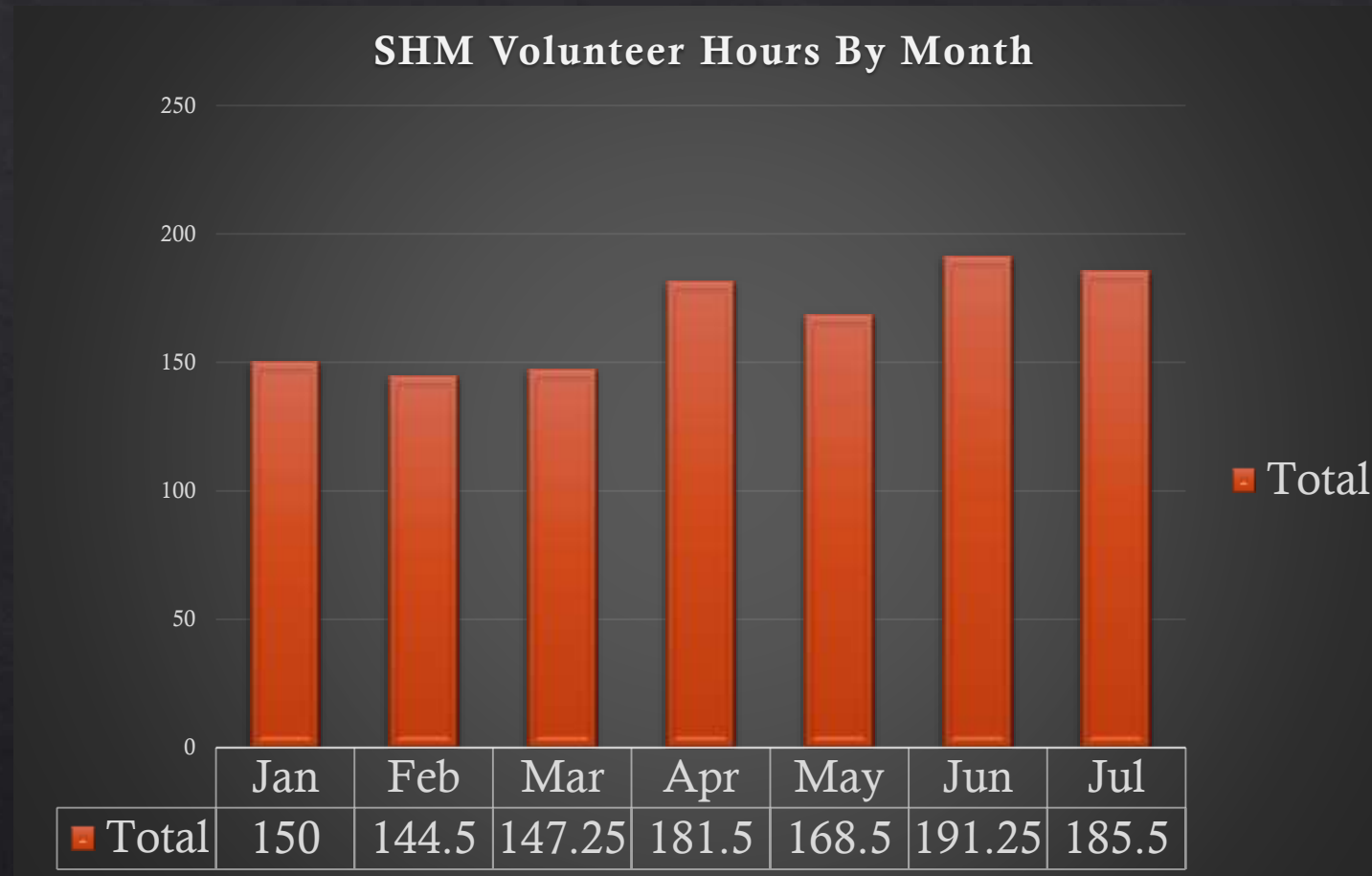
Section 5, ItemB.



1168.5 Total Volunteer Hours!

Volunteer Hours January - July 2026

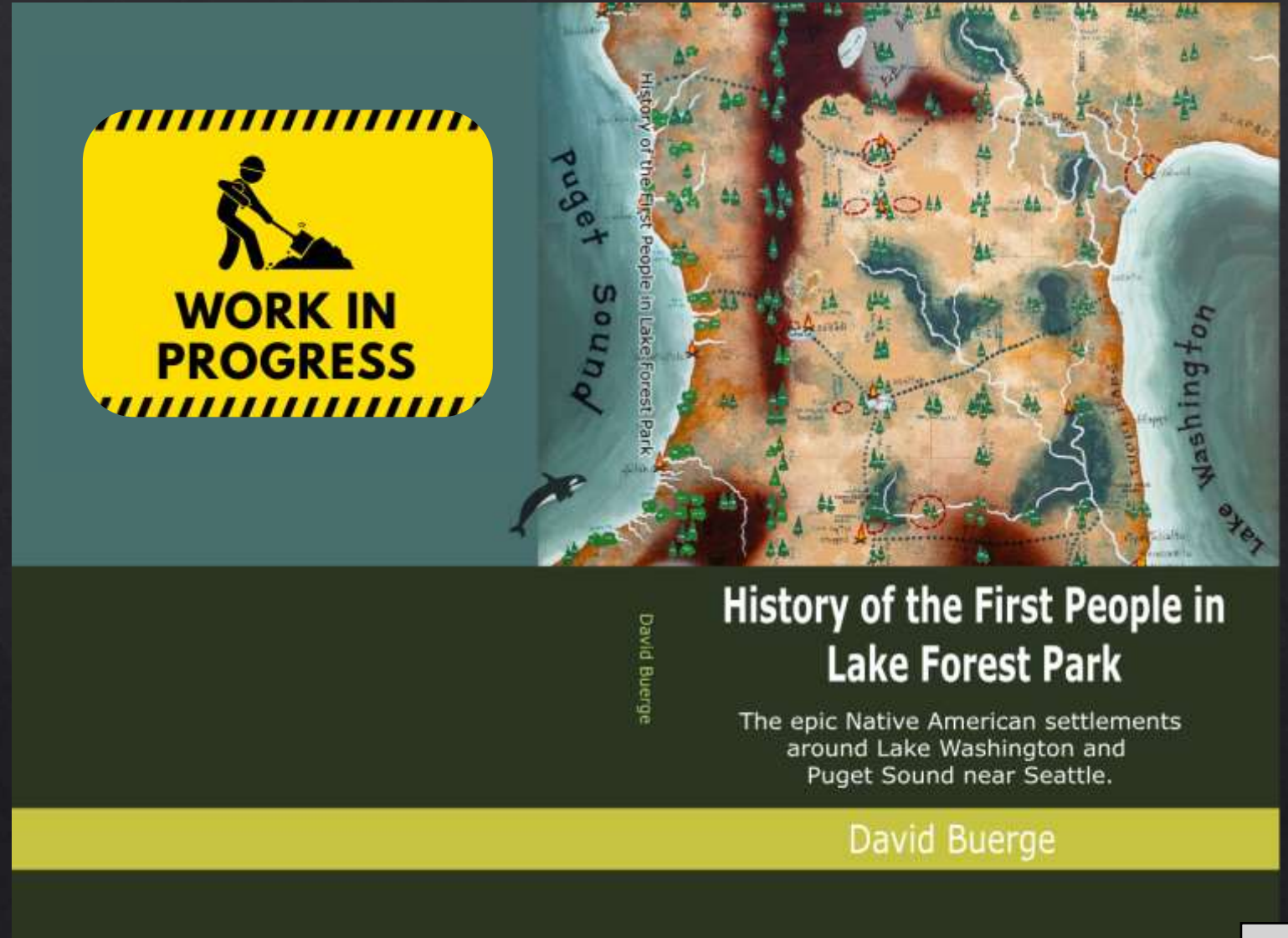
Section 5, Item B.



1168.5 Total Volunteer Hours!

Looking Forward

Section 5, ItemB.



Detour Planning

SR 104 & 40th Place
NE Roundabout

City Council
Presentation

July 23, 2026

City of Lake Forest Park Public Works Department

Staff Resources:

Rebecca Dickinson
Program Executive

Katie Phillips
Project Manager

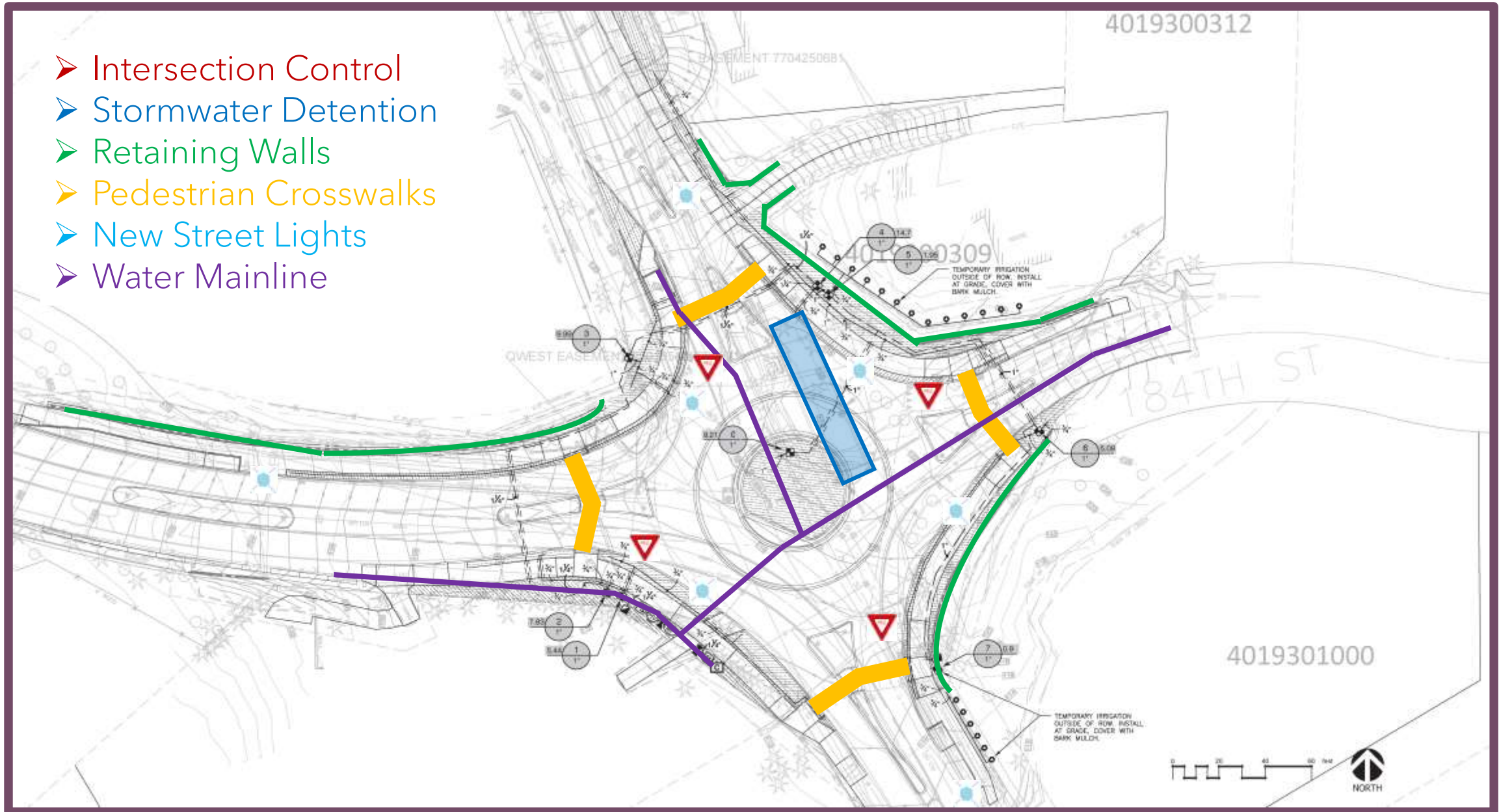
Mike Read, PE
Senior Project Manager

DETOUR PLANNING BY PUBLIC WORKS

- Our Contractor and City identified different work zone areas that would be required in April of 2026
- New construction phasing and localized traffic control plans were jointly developed in May/June and a partial closure of SR 104 was established as a priority to complete the final construction of the roundabout itself.
- Traffic counts were collected at 20 different locations in coordination with Mountlake Terrace, Kenmore, and Shoreline
- Regular meetings have been conducted to inform and establish regional detour routes in LFP and neighboring cities
- Upon concurrence with our adjacent cities, we will begin creating regional detour plans with WSDOT given the changes in flow along SR 104 and other regional corridors

KEY ROUNDABOUT PROJECT ELEMENTS AND CONSTRUCTION SEQUENCE

Section 5, Item C.



SR 104 ROUNDABOUT PRIMARY WORK/DETOUR PERIODS

- Phase 1 – Eastern Half of Intersection
 - August 2026 to December 2026
 - Closure of Southbound 40th Place NE
- Phase 2 – Utility Suspension Phase with Various Shoulder/Lane Closures
 - December 2026 to June 2027
- Phase 1 – Northern & Eastern Half of Intersection
 - June 2027 to October 2027
 - Closure of Southbound 40th Place NE
- Phase 3 – Partial Closure of SR 104 (Two Intersection Configurations)
 - October 2027 to November 2027 (Up to 60-day period in total)
 - Closure of 40th Place NE and Northbound SR 104
- Phase 4 – Full Intersection Closure of SR 104/40th Place NE
 - Overnight Only Work for Paving and Striping (3-4 Overnight Closures)

Phase 1

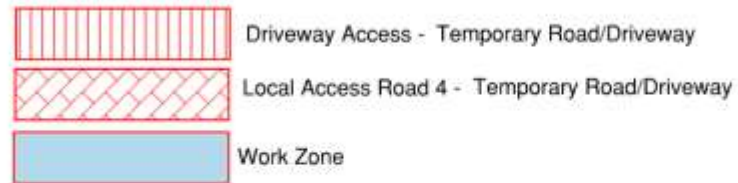
Primary Work Elements:

Tree Removal, Grading,
Primary Wall Construction,
Preliminary Utility Relocations

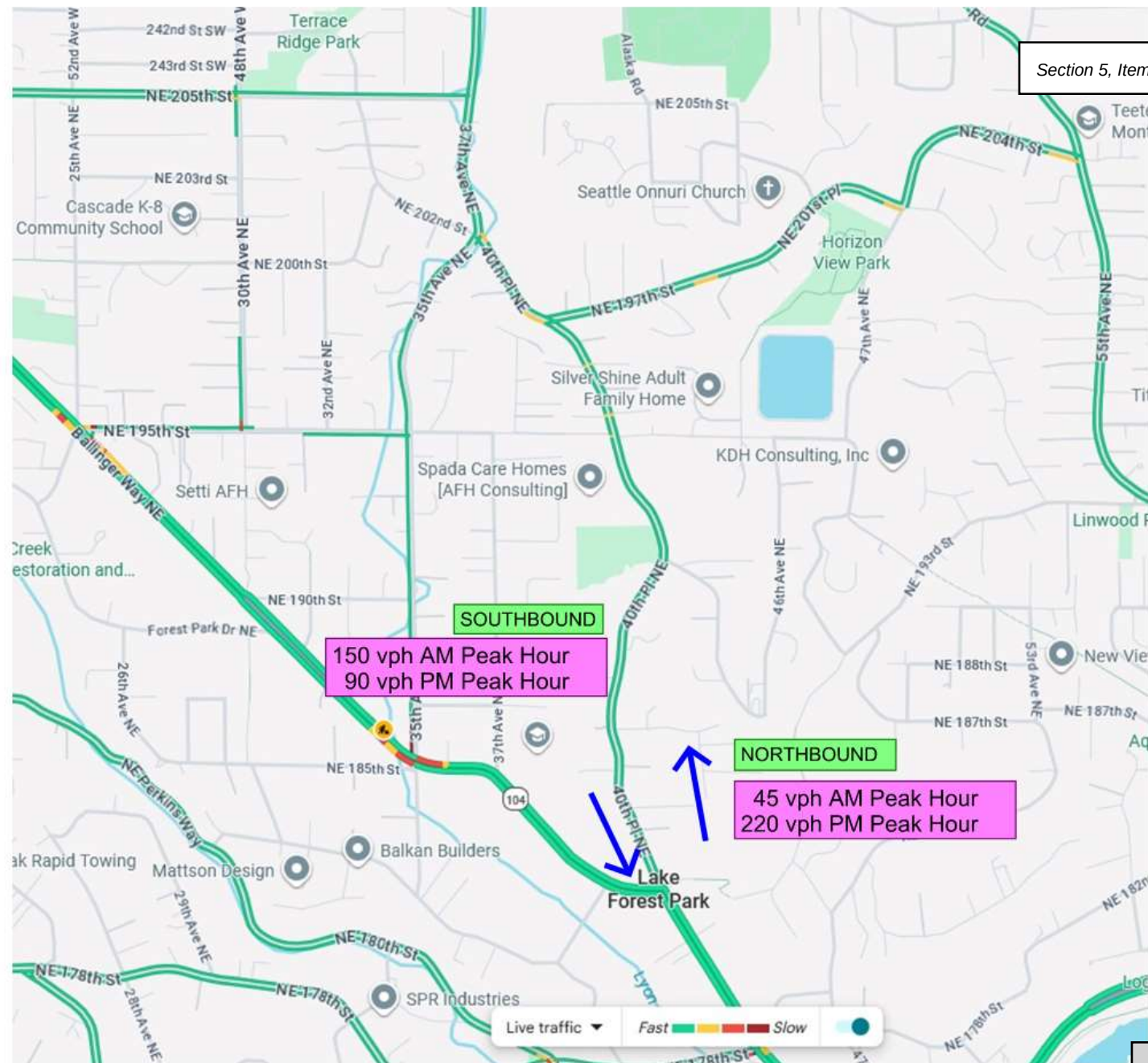
Approximate Schedule:

August to December 2026
June to October 2027

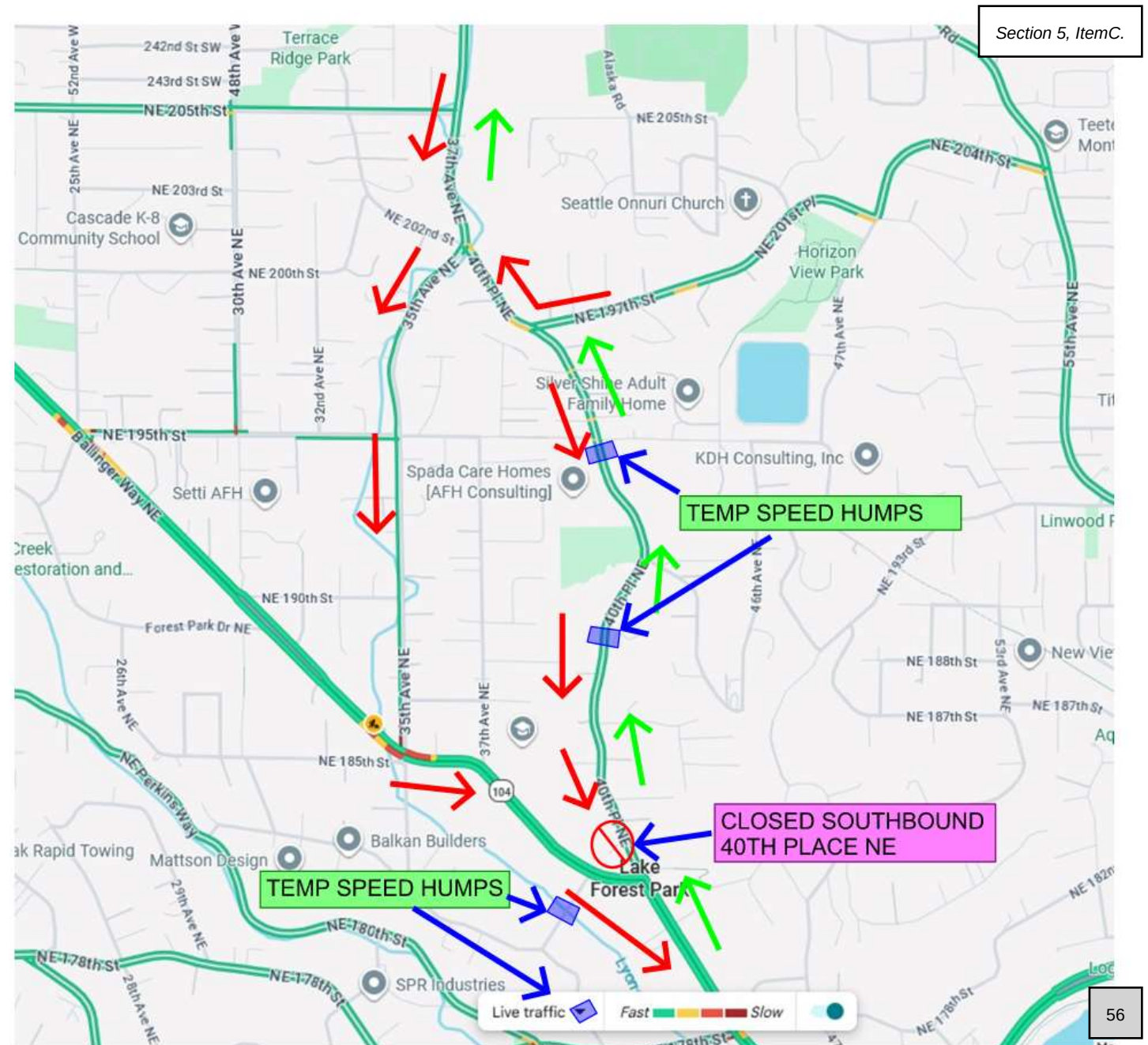
Section 5, Item C.



-
- Heaviest Volumes on 40th Place NE are Northbound
 - Narrowed Travel Lanes on SR 104 will Slow Traffic and Leave Few Gaps for Entering Flow
 - Safest Detour Is to Divert Southbound Flow
-



- During a Majority of Construction Southbound 40th Place NE Would Be Detoured to 35th Avenue NE
- Additional Temporary Speed Humps Would Be Placed on 40th Avenue NE and 40th Place NE
- Local Residential Access Would be Maintained at All Times, Including Police/Fire and Pedestrian Circulation

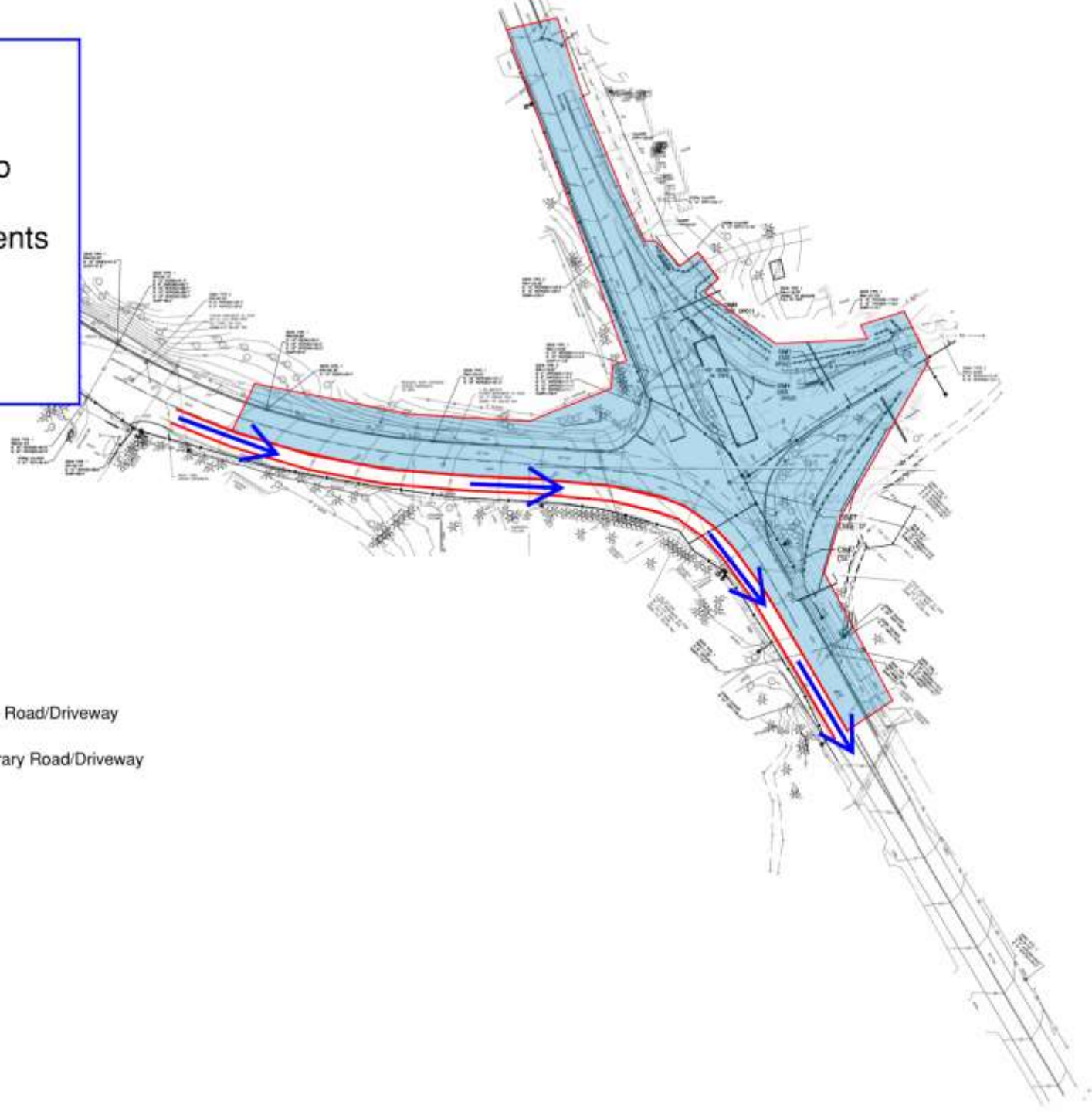
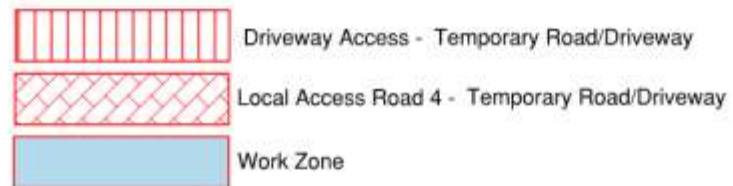


Phase 3

Primary Work Elements:
Partial Closure of SR 104 to
Allow for Construction of
Primary Roundabout Elements
in 3/4 of the Intersection

Approximate Schedule:
Fall of 2027 (40 Days)

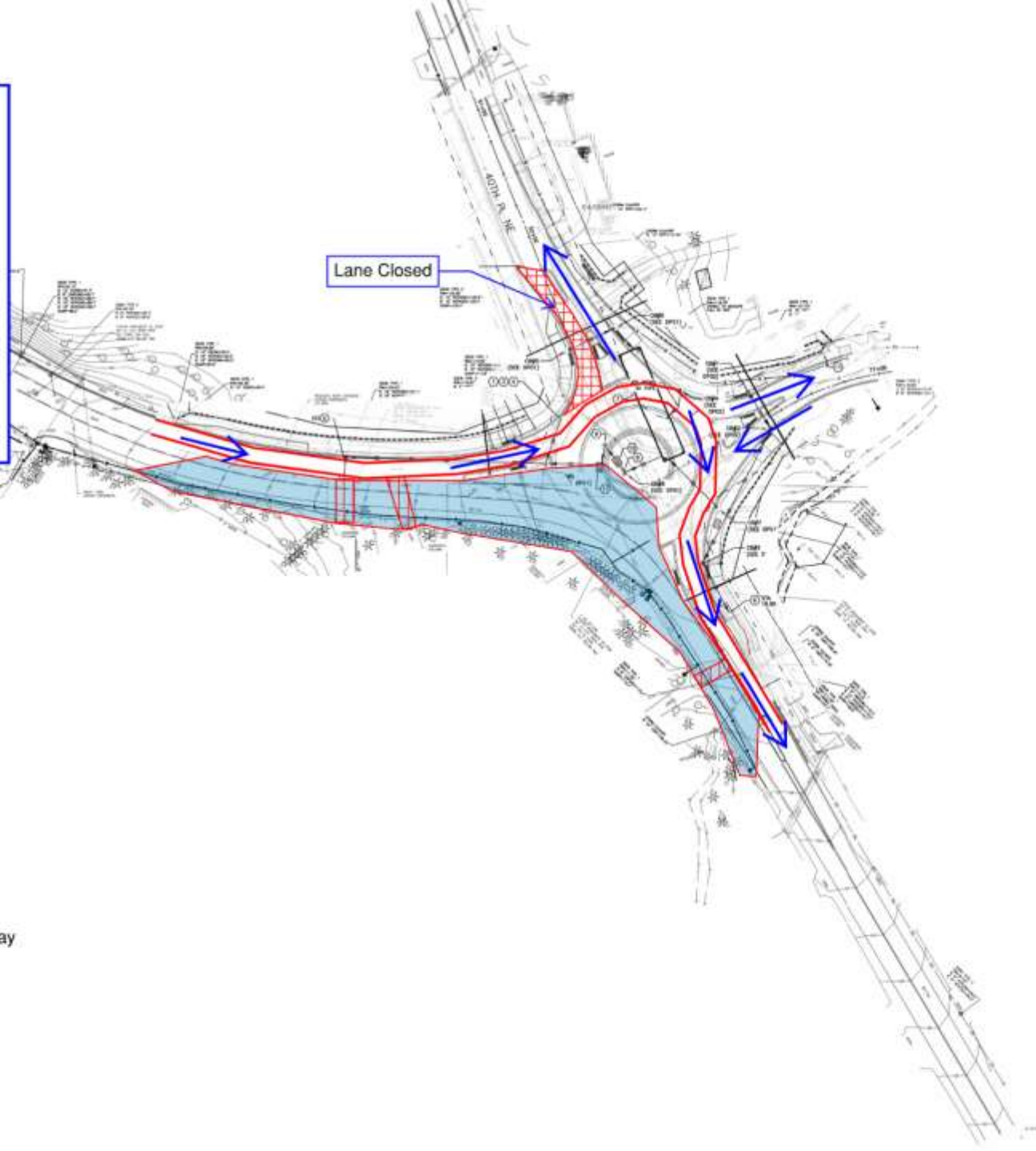
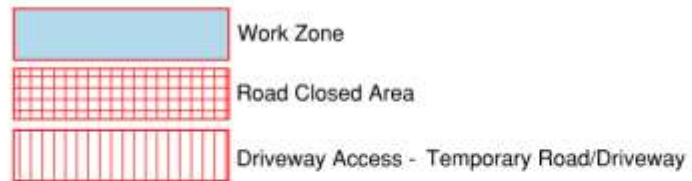
Section 5, Item C.



Phase 3

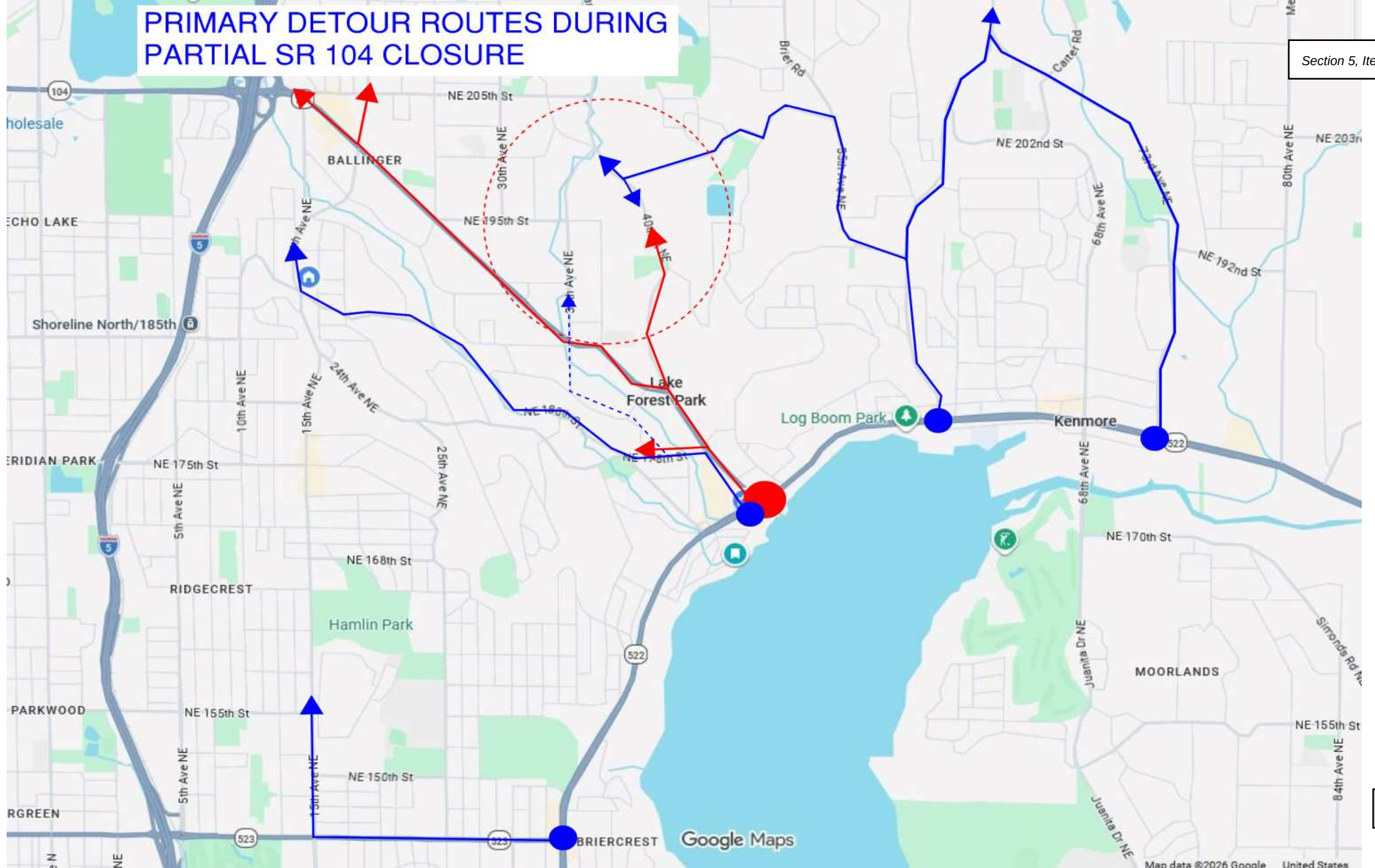
Primary Work Elements:
Partial Closure of SR 104 to
Allow for Construction of Primary
Roundabout Elements in Last
1/4 of the Intersection

Approximate Schedule:
Fall of 2027 (20 Days)



PRIMARY DETOUR ROUTES DURING PARTIAL SR 104 CLOSURE

Section 5, Item C.



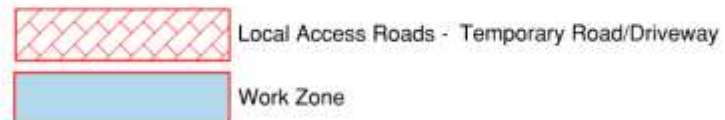
Phase 4

Primary Work Elements:

SR 104 Road Full Closure For Final Paving and Striping (Overnight)

Approximate Schedule:

Fall 2027 of 3-4 Overnight Closures



Work Zone

ANY FURTHER QUESTIONS ?



SR 104 & 40th Place NE Roundabout

**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
July 9, 2026**

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

Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Matt Muilenburg, Semra Riddle, Josh Rosenau, Ellyn Saunders (via Zoom)

Councilmembers absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Nova Heaton, Public Works Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

Others present: 0 visitors

CALL TO ORDER

Mayor French called the July 9, 2026, City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

COUNCIL DISCUSSION TOPICS

Community Outreach

Cmbr. Muilenburg moved to table this item to the next session. **Cmbr. Goode seconded. The motion carried with Cmbr. Riddle dissenting.**

Budget Calendar for the 2027-2028 biennium budget

Administrator Hill gave a brief introduction. Council discussion followed.

Vice Chair Goldman arrived at 6:08 p.m.

Cmbr. Rosenau arrived at 6:13 p.m.

This will be brought back at a future meeting.

ADJOURNMENT

There being no further business, Mayor French adjourned the meeting at 6:25 p.m.

- 1
- 2
- 3
- 4

Tom French, Mayor
- 5
- 6
- 7
- 8

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
July 9, 2026

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

Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Matt Muilenburg, Semra Riddle, Josh Rosenau, Ellyn Saunders (via Zoom)

Councilmembers absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney (via Zoom); Diego Zanella, Interim Police Chief; Nova Heaton, Public Works Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

Others present: Laura James, ShoreLake Arts Executive Director
Emily Jones, Shoreline-LFP Senior Activity Center Executive Director
Linda Finch, City of Shoreline Recreation & Cultural Services Superintendent
17 visitors

CALL TO ORDER

Mayor French called the regular City Council meeting of July 9, 2026, to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Rosenau led the Pledge of Allegiance.

ADOPTION OF AGENDA

Deputy Mayor Furutani moved to adopt the agenda as presented. **Cmbr. Rosenau seconded. The motion to adopt the agenda carried by unanimous consent.**

PUBLIC COMMENTS

Mayor French invited comments from the public.

Barry Hansen provided comments thanking the Council for supporting the Shoreline Historical Museum and presented the newly published book on the history of Shoreline.

Connie Holloway provided comments requesting bicycle sharrows to be painted on Perkins Way NE.

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

PROCLAMATIONS

Honoring and Thanking Principal Aimee Miner from Lake Forest Park Elementary

Mayor French read the proclamation and presented the proclamation to Aimee Miner.

PRESENTATIONS

2027-2028 Biennial Budget – Community Partner Presentations

ShoreLake Arts

Director James gave a brief presentation and responded to Council questions.

Shoreline-Lake Forest Park Senior Activity Center

Director Jones gave a brief presentation and responded to Council questions.

HangTime after school program – City of Shoreline

Superintendent Finch gave a brief presentation and responded to Council questions.

CONSENT CALENDAR

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

- A. June 22, 2026 Committee of the Whole Meeting Notes
- B. June 25, 2026 City Council Regular Meeting Minutes
- C. Accounts Payable dated 7/9/2026 Claim Fund Check Nos. 89482 through 89522 in the amount of \$239,330.49, and a 6/23/2026 Direct Deposit transaction in the amount of \$223,224.32. Additional approved ACH transactions: US Bank, \$65,886.74. Total approved claim fund transactions: \$528,441.55.

NEW BUSINESS

Resolution 26-2089/Authorizing the Mayor to Sign a Purchased Service Contract Agreement with Ventilation Power Cleaning, Inc. for 2026 Stormwater System Cleaning

Director Heaton introduced the item and responded to Council questions.

Deputy Mayor Furutani moved to waive the three-touch rule regarding Resolution 26-2089/Authorizing the Mayor to Sign a Purchased Service Contract Agreement with Ventilation Power Cleaning, Inc. for 2026 Stormwater System Cleaning. **Cmbr. Riddle seconded. The motion to waive the three-touch rule carried unanimously.**

Deputy Mayor Furutani moved to approve Resolution 26-2089. **Cmbr. Rosenau seconded. The motion to approve Resolution 26-2089 carried unanimously.**

Resolution 26-2090/Authorizing the Mayor to Sign an Amendment to the Interlocal Agreement with the Coalition of Small Police Agencies (CSPA) to approve the University of Washington Police Department’s Request to Join CSPA

Chief Zanella gave a brief presentation and responded to Council questions.

Vice Chair Goldman moved to waive the three-touch rule regarding Resolution 26-2090/Authorizing the Mayor to Sign an Amendment to the Interlocal Agreement with the Coalition of Small Police Agencies (CSPA) to approve the University of Washington Police Department’s Request to Join CSPA. **Cmbr. Riddle seconded. The motion to waive the three-touch rule carried. Cmbr. Saunders was present but did not vote.**

Vice Chair Goldman moved to place Resolution 26-2090 on the Consent Calendar for the July 23, 2026 City Council Regular Meeting. **Cmbr. Riddle seconded. The motion carried. Cmbr. Saunders was present but did not vote.**

COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they had attended.

Mayor French gave a brief report.

Administrator Hill gave a brief report.

ADJOURNMENT

There being no further business, Mayor French adjourned the meeting at 8:33 p.m.

Tom French, Mayor

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3 Matt McLean, City Clerk

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CITY OF LAKE FOREST PARK

BUDGET AND FINANCE COMMITTEE MEETING MINUTES

July 16, 2026

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: Semra Riddle, Chair

Budget & Finance Committee members absent: Paula Goode, Vice Chair; Matt Muilenburg

Other Councilmembers present: Tracy Furutani, Larry Goldman

Staff present: Phil Hill, City Administrator; Jessica Halterman, Deputy City Clerk

Others present: 0 visitors

CALL TO ORDER

Chair Riddle called the July 16, 2026, Budget and Finance Committee meeting to order at 6:00 p.m.

ADJOURNMENT

Lacking a quorum of Committee members, Chair Riddle adjourned the meeting at 6:01 p.m.

Semra Riddle, Chair

Jessica Halterman, Deputy City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
07/23/26

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, an Accounts Payable Dated 07/23/2026 CLAIM FUND Check Nos. 89523 through 89569 in the amount of \$812,663.97, a 06/23/26 PAYROLL FUND ACH transaction in the amount of \$201,179.30, and a 07/08/26 DIRECT DEPOSIT transaction in the amount of \$263,671.17, are approved for payment this 23rd day of July 2026.

- Additional approved transactions are:**
ACH transaction Elavon in the amount of \$689.72
ACH transaction Invoice Cloud in the amount of \$1,497.25
ACH transaction State of Washington in the amount of \$11,129.20
ACH transaction State of Washington in the amount of \$770.40

Total approved claim fund transactions: \$1,291,601.01

City Clerk

Mayor

Finance Committee

Accounts Payable

Check Register Totals Only

User: sschindele
 Printed: 7/16/2026 - 11:12 AM
 Batch: 00023.07.2026 - AP 07.23.26



Check	Date	Vendor No	Vendor Name	Amount	Voucher
89523	07/23/2026	ALLBATT	ALL BATTERY SALES & SERVICE	104.57	89523
89524	07/23/2026	AMERTRAF	AMERICAN TRAFFIC SOLUTIONS	77,538.34	89524
89525	07/23/2026	AURORARE	AURORA RENTS INC	407.89	89525
89526	07/23/2026	CINTASFI	CINTAS FIRST AID & SAFETY	265.45	89526
89527	07/23/2026	GCOLEMAN	GEORGE COLEMAN	118.02	89527
89528	07/23/2026	COMPASST	COMPASS TINTING, LLC	82.88	89528
89529	07/23/2026	CORRECT	CORRECT EQUIPMENT INC	4,755.48	89529
89530	07/23/2026	DATAQUES	DATAQUEST, LLC	75.62	89530
89531	07/23/2026	DAYWIREL	DAY WIRELESS SYSTEMS	1,098.48	89531
89532	07/23/2026	WATERSHE	FACET, INC.	9,604.85	89532
89533	07/23/2026	FRIENDSO	FRIENDS OF THIRD PLACE COMM	26,350.00	89533
89534	07/23/2026	FURUTANT	TRACY FURUTANI	615.75	89534
89535	07/23/2026	GALLS	GALLS, LLC	124.65	89535
89536	07/23/2026	GORDONTH	GORDON THOMAS HONEYWELL	3,245.00	89536
89537	07/23/2026	HAMLINIU	HAMLIN UNIVERSITY	302.50	89537
89538	07/23/2026	HOPESTRC	HOPESTREAM COMMUNITY	2,500.00	89538
89539	07/23/2026	INTLCODE	INTERNATIONAL CODE COUNCIL	170.00	89539
89540	07/23/2026	CONFIDAT	JAMES SANTERELLI ENTERPRISE	145.50	89540
89541	07/23/2026	JOHANSEC	JOHANSEN CONSTRUCTION COM	296,408.77	89541
89542	07/23/2026	JOHNSONC	JOHNSON CONTROLS BUILDING	1,214.07	89542
89543	07/23/2026	JOHNSTON	JOHNSTON GROUP LLC	3,925.00	89543
89544	07/23/2026	KCNETWRK	KING COUNTY FINANCE	824.00	89544
89545	07/23/2026	KCSEWER	KING COUNTY FINANCE & BUSIN	259,349.74	89545
89546	07/23/2026	KCSHERIF	KING COUNTY SHERIFF'S OFFICE	29,471.00	89546
89547	07/23/2026	KCMISC	KING COUNTY TREASURY DIVISI	11,271.19	89547
89548	07/23/2026	LOGOUNLI	LOGO UNLIMITED	1,330.68	89548
89549	07/23/2026	MadroLaw	MADRONA LAW GROUP, PLLC	18,235.00	89549
89550	07/23/2026	NAVIA-1	NAVIA BENEFIT SOLUTIONS	300.00	89550
89551	07/23/2026	PACEENG	PACE ENGINEERS INC	2,757.50	89551
89552	07/23/2026	PACESYS	PACE SYSTEMS, INC	8,840.00	89552
89553	07/23/2026	PACOFFA	PACIFIC OFFICE AUTOMATION	540.72	89553
89554	07/23/2026	PSE	PUGET SOUND EMERGENCY RAI	7,224.84	89554
89555	07/23/2026	PSE	PUGET SOUND ENERGY	126.51	89555
89556	07/23/2026	RESGROUP	RES GROUP NW LLC	6,998.36	89556
89557	07/23/2026	SAFEBUIW	SAFEBUILT WASHINGTON, LLC	12,786.20	89557
89558	07/23/2026	SHOREHIS	SHORELINE HISTORICAL MUSEU	2,400.00	89558
89559	07/23/2026	SHOREART	SHORELINE/LFP ARTS COUNCIL	7,500.00	89559
89560	07/23/2026	SHORELFS	SHORELINE-LAKE FOREST PARK	9,937.50	89560
89561	07/23/2026	STAPLES	STAPLES ADVANTAGE	529.42	89561
89562	07/23/2026	TACSCREW	TACOMA SCREW PRODUCTS, INC	86.63	89562
89563	07/23/2026	THOMSONR	THOMSON REUTERS - WEST	772.82	89563
89564	07/23/2026	TKELEVAT	TK ELEVATOR CORPORATION	1,040.20	89564
89565	07/23/2026	TRAFFICS	TRAFFIC SAFETY SUPPLY CO., IN	602.27	89565
89566	07/23/2026	UTILUND	UTILITIES UNDERGROUND LOCA	84.18	89566
89567	07/23/2026	WALLYS	WALLY'S TOWING, INC.	164.39	89567
89568	07/23/2026	DEPTLICC	WASHINGTON STATE DEPARTME	183.00	89568
89569	07/23/2026	WSPBCK	WASHINGTON STATE PATROL	255.00	89569

Check

Date

Vendor No

Vendor Name

Amount

Section 6, ItemD.

Check Total:

812,663.97

Accounts Payable

Checks by Date - Summary by Check Date

User: sschindele
 Printed: 7/16/2026 11:23 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	06/23/2026	44,392.49
ACH	NAVIA	NAVIA BENEFIT SOLUTIONS, INC.	06/23/2026	509.80
ACH	NAVIAFSA	NAVIA - FSA	06/23/2026	29.17
ACH	PFLTRUST	LFP PFL TRUST ACCOUNT	06/23/2026	3,645.06
ACH	TEAMDR	NATIONAL D.R.I.V.E.	06/23/2026	4.45
ACH	Z401AL	VANTAGEPOINT TRANSFER AGENTS-	06/23/2026	767.05
ACH	Z457	VANTAGEPOINT TRANSFER AGENTS-	06/23/2026	11,843.33
ACH	ZAWC	AWC	06/23/2026	1,760.43
ACH	ZEMPSEC	EMPLOYMENT SECURITY DEPT.	06/23/2026	1,612.84
ACH	ZEMPWACA	WA.CARES TAX	06/23/2026	1,267.69
ACH	ZGUILD	LFP EMPLOYEE GUILD	06/23/2026	975.00
ACH	ZICMA	VANTAGEPOINT TRANSFER AGENTS-	06/23/2026	39,066.88
ACH	ZL&I	WASHINGTON STATE DEPARTMENT C	06/23/2026	11,161.92
ACH	ZLEOFF	LAW ENFORCEMENT RETIREMENT	06/23/2026	16,630.99
ACH	ZLFPIRS	LAKE FOREST PARK/IRS	06/23/2026	43,746.82
ACH	ZPERS	PUBLIC EMPLOYEES RETIREMENT	06/23/2026	22,984.49
ACH	ZTEAM	TEAMSTERS LOCAL UNION #117	06/23/2026	286.67
ACH	ZWATWT	WASHINGTON TEAMSTERS WELFARE	06/23/2026	494.22
Total for 6/23/2026:				201,179.30
Report Total (18 checks):				201,179.30

Bank Reconciliation

Checks by Date

User: sschindele
Printed: 07/16/2026 - 11:27AM
Bank Accounts: PPOperat
System:
Cleared and Not Cleared Checks
Check Date: From 07/08/2026 To 07/08/2026
Print ACH Checks: True



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	7/8/2026		DD 00508.07.2026	PR		263,671.17
Total Check Count:						1
Total Check Amount:						263,671.17

Clearing House

Electronic AP Proof List

User: sschindele
Printed: 07/16/2026 - 11:14AM
Sort By: Vendor Name
Batch: 00001.07.2026



Source	Vendor	Name	Transfer/Route	Check Digit	Account Number	Amount
AP5 023-07-2026	ELAVON	ELAVON,	/			689.72
AP5 023-07-2026	INV CLOUD	INVOICE CLOUD,	/			1,497.25
AP5 023-07-2026	STATETAX	STATE OF WASHINGTON,	1250/0010	5	153501701202	11,129.20
AP5 023-07-2026	STATELT	STATE OF WASHINGTON,	/			770.40
Records Printed: 4						14,086.57



**CITY OF LAKE FOREST PARK
CITY COUNCIL
AGENDA COVER SHEET**

Meeting Date	July 23, 2026
Originating Department	Police
Contact Person	Interim Police Chief Diego Zanella
Title	Resolution 26-2090/Authorizing the Mayor to sign an Amendment to the Interlocal agreement with the Coalition of Small Police Agencies (CSPA) to approve the University of Washington Police Department's request to join CSPA

Legislative History

- First Presentation July 9, 2026 Regular Meeting
- Second Presentation/Action July 23, 2026 Regular Meeting

Attachments:

1. Resolution 26-2090
2. Coalition of Small Police Agencies Interlocal Cooperation Agreement Addendum No.1
University of Washington Police Department
3. Coalition of Small Police Agencies Interlocal Cooperation Agreement

Executive Summary

The University of Washington Police Department (UWPD) would like to join the Coalition of Small Police Agencies (CSPA).

Background

The CSPA is a collaborative organization made up of independent municipal police departments in King County, Washington, and it was created in 2002 to give small police agencies a stronger collective voice and to allow them to share resources that would otherwise be too expensive for individual departments to maintain. This coalition is comprised of the following police agencies: Algona PD, Black Diamond PD, Clyde Hill PD, Duvall PD, Enumclaw PD, Issaquah PD, Lake Forest Park PD, Medina PD, Mercer Island PD, Normandy Park PD, Pacific PD, and Snoqualmie PD. The CSPA's purpose is to

allow participating agencies to provide mutual law enforcement assistance, cooperation, training and resources.

UWPD’s leadership believes that becoming a member of the CSPA would be mutually beneficial and would strengthen the capabilities of all participating agencies. In addition to providing personnel and operational support, UWPD can offer several resources that would enhance the coalition’s overall readiness and training opportunities. Some of the benefits include:

- Training Facilities:** UWPD has multiple classrooms, conference rooms, and buildings that can be utilized for meetings, training, tabletop exercises, and tactical scenarios.
- Central Location:** UWPD campus is centrally located within the region, making it an ideal venue for training, planning sessions, and staging during regional incidents.
- Mobile Command Post:** UWPD maintains a state-of-the-art Mobile Command Vehicle that can be deployed to support major incidents, planned events, or extended operations requiring an Incident Command Post.
- Campus Law Enforcement Perspective:** The CSPA currently does not include a campus police agency. UWPD participation would bring unique expertise in protecting educational environments, managing large public gatherings, coordinating with educational institutions, and responding to incidents involving students, faculty, and visitors.
- Instructional Resources:** UWPD has numerous certified firearms, defensive tactics, tactical, and other specialized instructors who can assist with regional training and help maintain high operational standards.
- Driver Training Venue:** UWPD has access to several large parking lots that can be used for emergency vehicle operations training, including EVOC drills, precision driving, and other practical exercises.
- Regional Collaboration:** UWPD participation would strengthen interagency relationships, improve interoperability, and provide additional personnel and resources during critical incidents.

UWPD will be allowed to join as a full member for a limited term of one calendar year for evaluation purposes.

Fiscal & Policy Implications

Although the CSPA is not permanently funded by the State of Washington, it has received state grant funding in the past. The CSPA’s ongoing operations are primarily supported by the annual dues paid by member agencies, various grants, and other revenues associated with coalition activities.

UWPD participation would not result in any additional financial cost to the CSPA or to the City of Lake Forest Park.

Alternatives

<i>Options</i>	<i>Results</i>
• UWPD’s request is granted	UWPD will join the CSPA for one year

• UWPD’s request is denied	The CSPA will stay the same
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Staff Recommendation

At this time, all the CSPA agencies agreed to UWPD’s request. Lake Forest Park Police Department’s Interim Chief D. Zanella agrees with UWPD’s request to join the CSPA.

RESOLUTION NO. 26-2090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO AN INTERLOCAL COOPERATION AGREEMENT WITH THE COALITION OF SMALL POLICE AGENCIES TO ALLOW THE UNIVERSITY OF WASHINGTON TO JOIN

WHEREAS, the City of Lake Forest Park has been a member of the Coalition of Small Police Agencies (CSPA) since 2002; and

WHEREAS, the participating agencies entered into an interlocal cooperation agreement for the purpose of providing mutual law enforcement assistance and cooperation pursuant to Chapter 39.34 RCW and RCW 10.93.130; and

WHEREAS, the University of Washington Police Department (UWPD) has reached out to join CSPA; and

WHEREAS, the participating agencies desire to allow UWPD to join as a full member for a limited term of one (1) calendar year for evaluation purposes; and

WHEREAS, the city attorney has reviewed and approved the form of the Amendment 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 authorizes the Mayor to sign the Coalition of Small Police Agencies Interlocal Cooperation Agreement Addendum No. 1 - University of Washington Police Department in substantially the same form as attached hereto as Attachment A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, 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 _____, 2026.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: **26-2090**

COALITION OF SMALL POLICE AGENCIES

INTERLOCAL COOPERATION AGREEMENT

ADDENDUM NO. 1

UNIVERSITY OF WASHINGTON POLICE DEPARTMENT

THIS ADDENDUM is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) by and between the existing parties to the Coalition of Small Police Agencies Interlocal Cooperation Agreement dated December 2, 2002 ("ILA"), and the University of Washington Police Department ("UWPD").

WHEREAS, the participating agencies entered into the ILA for the purpose of providing mutual law enforcement assistance and cooperation pursuant to RCW 39.34 and RCW 10.93.130; and

WHEREAS, the ILA establishes the Coalition of Small Police Agencies (CSPA) and defines participating entities as "Cooperating Agencies"; and

WHEREAS, UWPD has requested to join the CSPA; and

WHEREAS, the participating agencies desire to allow UWPD to join as a full member for a limited term of one (1) calendar year for evaluation purposes;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

JOINDER.

UWPD hereby agrees to join and be bound by all terms, conditions, and provisions of the ILA and shall be considered a "Cooperating Agency" for all purposes during the term of this Addendum.

TERM.

This Addendum shall take effect upon full execution and shall remain in effect for a period of one (1) calendar year from the date of final signature. At the conclusion of the term, the Administrative Board shall reassess UWPD membership.

GOVERNANCE.

During the term of this Addendum, UWPD shall be a full member of the Administrative Board and shall have full voting rights equal to all other Cooperating Agencies.

LIABILITY AND INDEMNIFICATION.

UWPD agrees to all liability, indemnification, and insurance provisions contained within the ILA. Each agency shall remain responsible for the acts and omissions of its own officers, employees, and agents.

TERMINATION.

This Addendum may be terminated prior to expiration by majority vote of the Administrative Board or by withdrawal consistent with the ILA.

NO OTHER MODIFICATIONS.

Except as expressly modified herein, all terms and conditions of the ILA remain in full force and effect.

FILING.

This Addendum shall be filed or posted as required by RCW 39.34.040 prior to its entry into force.

UNIVERSITY OF WASHINGTON POLICE
DEPARTMENT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF BLACK DIAMOND

By: _____
Name: _____
Title: _____
Date: _____

CITY OF DUVALL

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ISSAQUAH

By: _____

CITY OF ALGONA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF CLYDE HILL

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ENUMCLAW

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LAKE FOREST PARK

By: _____

Name: _____
Title: _____
Date: _____

CITY OF MEDINA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF NORMANDY PARK

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SNOQUALMIE

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

CITY OF MERCER ISLAND

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PACIFIC

By: _____
Name: _____
Title: _____
Date: _____

COALITION OF SMALL POLICE AGENCIES INTERLOCAL COOPERATION AGREEMENT

Coalition of
Small Police
&
Agencies
City of LFP

AG-03-002

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) between the Law Enforcement Agencies of the Cities of Algona, Black Diamond, Clyde Hill, Duvall, Enumclaw, Issaquah, Lake Forest Park, Medina, Normandy Park, Pacific and Snoqualmie, herein referred to as "Cooperating Agencies" or "Agencies" to be known as the "Coalition of Small Police Agencies" and,

WHEREAS, the Cooperating Agencies wish to implement to the extent hereafter provided, the provisions of the Revised Code of Washington Chapter 39.34 (hereinafter "R.C.W. 39.34") which became effective of July 1, 1967 and July 1, 1985, respectively, so as to empower law enforcement officers ("Officers" as defined herein) of each and all Cooperating Agencies to exercise extraterritorial law enforcement authority, including arrest, within each of the other Cooperating Agencies; and

WHEREAS, the Cooperating Agencies wish to provide such other assistance as any of the parties may require in time of emergency or other time of need; and

WHEREAS, the Cooperating Agencies have common goals, staffing needs, training needs and other needs in common in the area of law enforcement, and the joint cooperation contemplated by this Agreement will allow the parties each to provide improved law enforcement services at less cost; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Definitions:** As used herein the following terms shall have the following meanings:
 - a. "Administrative Board" shall mean the board comprised of all agency heads of the Cooperating Agencies, or their designees, who shall be responsible for administering this cooperative Agreement.
 - b. "Agency of Primary Jurisdiction" shall mean the Agency within which an arrest is being made, warrant served or other law enforcement activity is occurring.
 - c. "Cooperating Agencies" or "Agencies" shall mean the parties cooperating hereto, and "Agency" shall mean any one of the Agencies.
 - d. "Host Agency" shall mean an Agency of Primary Jurisdiction other than an Officer's own Agency of regular employment.
 - e. "Officer" shall mean a duly sworn commissioned law enforcement officer in the employ of a Cooperating Agency.

- f. "Officer's Primary Jurisdiction" shall mean the geographic area within the territorial limits (corporate limits) of the agency which regularly employs the Officer, or any other public entity that contracts with such agency for police services.
2. Authority: The authority of the Cooperating Agencies entering into this Agreement is that authority granted by the law, including the general powers of the parties, the Washington Interlocal Cooperation Act and the authority granted under RCW 10.93.130 enacted by the Washington Legislature in 1985.
3. Purpose. The purpose of this Agreement is to authorize Officers of participating agencies to provide law enforcement services within the respective territorial jurisdictions of all Cooperating Agencies.
4. Request for Assistance. In the event of a major law enforcement operation, the first law enforcement resources to be used shall be those of agency of primary jurisdiction. In the event that such resources are inadequate for the agency of primary jurisdiction to safely control the situation, or there is a need for a specialized unit, a request for mutual aid under this plan will be made directly to a Cooperating Agency or Agencies. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom such Officers are to report and where and whom the equipment should be delivered.
5. Operational Command. In the event of mobilization under this agreement, the Agency of Primary Jurisdiction shall take charge of the operations utilizing the Incident Command System, unless the Agency of Primary Jurisdiction specifically requests that a different law enforcement agency or unit fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case the provisions of Statewide Mutual Aid plan become operative. Taking charge of an operation shall include the directing the assignment of all personnel and equipment. The assignment of duties to Officers of assisting agencies shall be made by the supervising Officer of the Agency of Primary Jurisdiction unless that responsibility is delegated to a different law enforcement agency.
6. Plans for Mobilization. Each Cooperating Agency should develop and maintain a current plan for mobilization of its personnel and other resources in order to effectively provide mutual aid to other Cooperating Agencies.
7. Authorized Staff. The parties to this Agreement shall provide the names, address and phone numbers of their staff who have the authority to commit personnel and/or equipment to any major law enforcement operation.

8. Training. The Administrative Board may determine what areas of law enforcement training, both general and specialized, may most efficiently be conducted in a cooperative effort among the Agencies and the method by which it is best accomplished.

The cost of training programs shall be borne among the Agencies in the ratio of the number of Officers from each Agency benefiting from such program, except in situations where the Administrative Board shall determine the costs of the particular training program to be more equitably allocated on a different basis.

9. Grants. The Administrative Board may authorize the application for a procurement of various grant funds that the Administrative Board deems helpful and/or necessary to the purpose of this Agreement.

10. Equipment. The Cooperating Agencies shall routinely update a "Agency Resource List" which describes each Agency's specific equipment that could be used to assist another Agency. The owner Agency of such equipment shall maintain ownership in all situations and shall determine use and costs for said equipment when requested by another Agency.

11. Investigation. Each Agency has recognized expertise within their Agency on dealing with differing types of crime. It is the intent of the Cooperating Agencies to make available specialized experts for the initial phase of an investigation if so requested by another Agency. An officer expertise list will be updated semi-annually and found in Appendix A.

12. Financing. It is one of the primary purposes of this Interlocal Agreement to foster strong, cooperative and mutually beneficial relations between and among the participating Agencies as will promote the effective and efficient delivery of law enforcement services of all. The intent of this Interlocal Agreement is for each Agency to assist each Agency to save costs. No actual budgetary responsibility shall be attached to members through the Interlocal Agreement. All participating Agencies shall operate and participate through their local budgetary process. Specific funding agreements may be structured between member Agencies for specialized services or events; however, those agreements are outside the scope of this Interlocal Agreement.

13. Insurance, Liability: Each Cooperating Agency shall be responsible for the wrongful or negligent actions of its employees while assigned to a cooperative effort as their respective liability shall apply under the laws of the State of Washington and/or Federal law and this Agreement is not intended to diminish or expand such liability.

To that end each Cooperating Agency promises to hold harmless and release all other participating Agencies from any loss, claim or liability arising from

or out of the negligent, tortious action(s) or inaction(s) of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.

Nothing herein shall be interpreted to:

- a. Waive any defense arising out of RCW Title 41.
 - b. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or other Officer(s) whose action(s) or inaction give rises to loss, claim or liability including but not limited to an assertion that the Officer(s) was acting beyond the scope of his or her employment.
 - c. Cover or require indemnification or payment of any judgment against any individuals or Agency for intentionally wrongful conduct outside the scope of employment of any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.
14. Press Releases. All Agencies to this Agreement will coordinate press releases relating to joint activities under this Agreement through the office of the Host Agency so as to fully and fairly acknowledge the contributions of all participating Agencies. In the case of on-going investigations, all such press releases will be made with due regard for the integrity of the investigation/prosecution and the safety of Officers.
15. Term of this Agreement. Any Cooperating Agency may withdraw from this Agreement when a period of twenty (20) days has elapsed after notification is made by registered letter to the other Cooperating Agencies' normal business address. Withdrawal or non-execution of this Agreement by any one of the Agencies shall not affect the continued efficacy of the Agreement with regard to the Cooperating Agencies.

CITY OF ALGONA

By: Glenn Kulison

CITY OF BLACK DIAMOND

By: Shawna B. Smith

CITY OF CLYDE HILL

By: [Signature]

CITY OF ENUMCLAW

By: [Signature]

CITY OF LAKE FOREST PARK

By: [Signature]

CITY OF NORMANY PARK

By: [Signature]

CITY OF SNOQUALMIE

By: [Signature]

CITY OF DUVAL

By: [Signature]

CITY OF ISSAQUAH

By: [Signature]

CITY OF MEDINA

By: [Signature]

CITY OF PACIFIC

By: [Signature]

City of Lake Forest Park DRAFT Budget Calendar, 2027-2028 Biennium					
<u>Date</u>		<u>Description</u>	<u>Time</u>	<u>Meeting Type</u>	
15-May-26	Friday	Call for Department Budget Requests Issued by Administration	-	N/A	
1-Jul-26	Wednesday	Department Budget Requests Due to Administration	-	N/A	
9-Jul-26	Thursday	Discuss Draft Budget Calendar for 2027-2028 for future adoption	6:00 PM	City Council Work Session	
9-Jul-26	Thursday	<i>Community Partners (Human Services) Presentations 1 of 2</i>	7:00 PM	City Council Meeting	
13-Jul-26	Monday	Administration Reviews Department Proposals	-	N/A	
16-Jul-26	Thursday	Budget 101 & Finalize Budget Calendar for 2027-2028 Biennial Budget	6:00 PM	Budget & Finance Meeting	
23-Jul-26	Thursday	<i>Community Partners (Human Services) Presentations 2 of 2</i>	7:00 PM	City Council Meeting	CA Unavailable
28-Jul-26	Tuesday	Department Presentations to Mayor & City Administrator		N/A	
30-Jul-26	Thursday	Department Presentations to Mayor & City Administrator (Continued)		N/A	
13-Aug-26	Thursday	Revenue & Expenditure Fiscal Year End Projections for 2025-2026 Biennium Adopt Budget Calendar - if not already adopted	6:00 PM	City Council Work Session	CA Remote
20-Aug-26	Thursday	Budget & Finance Committee - Cancelled: Fall Break			
24-Aug-26	Monday	COW - Cancelled: Fall Break			
27-Aug-26	Thursday	City Council Meeting - Cancelled: Fall Break			
10-Sep-26	Thursday	Special Budget & Finance Meeting: Capital Improvement Projects	6:00 PM	Special Budget & Finance Meeting	
10-Sep-26	Thursday	Mayor's Proposed Budget Presented to City Council	7:00 PM	City Council Meeting	Tentative: FD
17-Sep-26	Thursday	Mayor's Proposed Revenue Projection Overview	6:00 PM	Budget & Finance Meeting	
21-Sep-26	Monday	Detailed Department Presentations of Mayor's Proposed Budget	6:00PM	Committee of the Whole	
24-Sep-26	Thursday	Continued Department Presentations of Mayor's Proposed Budget	6:00 PM	City Council Special Work Session	
28-Sep-26	Monday	<i>Public Comment After the Mayor's Proposed 2027-2028 Biennial Budget is presented & City Council Budget Deliberations and Recommendations</i>	6:00 PM	Special Council Meeting	
1-Oct-26	Thursday	City Council Budget Deliberations and Recommendations	6:00 PM	Special Work Session	
8-Oct-26	Thursday	Continued City Council Budget Deliberations and Recommendations	6:00 PM	City Council Work Session	
15-Oct-26	Thursday	City Council Budget Deliberations and Recommendations	6:00 PM	Budget & Finance Meeting	
22-Oct-26	Thursday	Public Hearings - Property Tax Levy, Rates, and Budget Related Items	7:00 PM	City Council Meeting	CA Remote
12-Nov-26	Thursday	<i>Final Public Hearings on Property Tax Levy, Rates, and Budget Related Items</i> <i>Adoption of Budget, Property Tax Levy, Rates, and all Budget Related Items</i>	7:00 PM	City Council Meeting	
19-Nov-26	Thursday	Additional Final Adoption Date, if needed	6:00 PM	Special City Council Meeting	



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	July 23, 2026
Originating Department	Public Works
Contact Person	Katie Phillips, Project Manager
Title	Resolution 26-2091/Authorizing the Mayor to sign Amendment No. 1 to the Professional Services Agreement AG 19-051 with Gray & Osborne, Inc. for Design Services for the L90 Culvert Project

Legislative History

- First Presentation – July 23, 2026, Regular Meeting
-

Attachments:

1. Resolution 26-2091/Authorizing the Mayor to sign Amendment No. 1 to the Professional Services Agreement AG 19-051 with Gray & Osborne, Inc. for Design Services for the L90 Culvert Project
 2. Amendment No. 1 to the Professional Services Agreement AG 19-051 with Gray & Osborne, Inc.
 3. Concept drawing
-

Executive Summary

The Department of Public Works (DPW) recommends amending the professional services agreement AG 19-051 with Gray & Osborne, Inc. (Consultant) to support intersection improvement design as part of the design services scoped for the L90 Culvert project (Project). These additional design services are necessary to modify the adjacent intersection for traffic calming and pedestrian safety. The fee for these services would increase the contract price from \$763,000.00 to \$896,552.00. The funding package for this project, including a \$1.164M grant from the Department of Commerce, will support this cost.

Background

The City retained the Consultant to provide engineering design services for the Project in 2019. Since then, the scope of the project has changed. Originally scoped for multiple culvert designs, the Project is now scoped to design one shortened fish passable culvert carrying Lyon Creek under NE 185th Street; this culvert is known as the L90 culvert.

In addition to shortening the length of the L90 culvert to preserve more of the open channel that has recently been daylighted by WSDOT’s adjacent culvert project, the DPW also intends to redesign the adjacent intersection to support traffic calming and improve pedestrian safety.

This Amendment No. 1 to the professional services agreement AG 19-051 expands the Project’s scope to include this intersection improvement design effort.

Fiscal & Policy Implications

Design costs for this Project, including this amendment’s fee, are grant supported. As such, there are no fiscal implications to adopting this resolution.

Alternatives

Options	Results
Adopt Resolution	The City will execute Amendment No. 1 to the PSA AG 19-051 with Gray & Osborne, Inc. and expand the scope of the Project to include intersection improvement design.
No Action	The City will not execute Amendment No. 1 to the PSA AG 19-051 with Gray & Osborne, Inc. and complete the Project without modifying the existing intersection.

Staff Recommendation

Move to adopt Resolution 26-2091 authorizing the Mayor to sign Amendment No. 1 to the Professional Services Agreement AG 19-051 with Gray & Osborne, Inc. for Design Services for the L90 Culvert Project

RESOLUTION NO. 26-2091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT AG 19-051 WITH GRAY & OSBORNE, INC. FOR DESIGN SERVICES FOR THE L90 CULVERT PROJECT.

WHEREAS, the City has retained Gray & Osborne, Inc. (Consultant) to provide professional engineering design services for the L90 Culvert project (Project); and

WHEREAS, additional professional engineering services not included in the Consultant’s initial contract scope of work are required to complete the desired intersection improvements as part of the Project; and

WHEREAS, the Consultant provided the City with a proposal to complete the required additional services, which City staff have reviewed and found acceptable;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign Amendment No. 1 to the professional services agreement AG 19-051 with Gray & Osborne, Inc. in substantially the same form as Attachment 1 included herein.

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 23rd day of July, 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 26-2091

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and Gray & Osborne, Inc.
Dated July 23, 2026

The Professional Services Agreement between the City of Lake Forest Park and Gray & Osborne, Inc., AG-19-051 (hereafter the “Agreement”), is amended by Amendment No. 1 and is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

- 1. Exhibit A (Scope of Work) of the Agreement is hereby amended to include the attached “Addendum 1 – Exhibit A.”
- 2. Section 2 of the Agreement is hereby amended as follows:

Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed ~~seven hundred sixty-three thousand dollars (\$763,000)~~ **eight hundred ninety-six thousand and five hundred fifty-two dollars (\$896,552)** as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

- 3. Exhibit B of the Agreement is hereby amended to include the attached “Addendum 1 – Exhibit B.”

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

CITY OF LAKE FOREST PARK

GRAY & OSBORNE, INC.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Addendum 1 - Exhibit A

EXHIBIT A

SCOPE OF WORK

**CITY OF LAKE FOREST PARK
NE 185TH STREET, SR 104, AND 35TH AVENUE NE INTERSECTION
IMPROVEMENTS – SUPPLEMENT 1**

Gray & Osborne is currently preparing Permits, Plans, Specifications, and Cost Estimates to replace the L90 Culvert on Lyons Creek, beneath NE 185th Street. Construction of the culvert will impact the intersection of NE 185th Street, SR 104 (Ballinger Way), and 35th Avenue NE. The City of Lake Forest Park (City) now desires to supplement the Scope of Work to include design services for the reconstruction of the intersection to include revising the 185th Street leg of the intersection to be westbound only, and to replace the curb ramps and crosswalks. The work will also include minor drainage improvements and minor modifications to the traffic signal, as well as paving the intersection and approaches, new signing, and striping. Modifications to the traffic signal and channelization will require coordination with the Washington State Department of Transportation (WSDOT) and a Permit to work in the State Right-of-Way.

The City intends to complete the design and permitting for the culvert and intersection improvements in 2026, with bid and construction of both in 2027.

SCOPE OF WORK – DESIGN

The engineering and related services contemplated for this project will generally include intersection modeling, topographic survey and mapping of the intersection, signing and vehicle turnaround design to convert NE 185th Street to one way (westbound) from the Ballinger Way intersection southwesterly approximately 170 linear feet, design for the replacement of approximately ten curb ramps, pedestrian push button and display modifications, traffic signal head modifications (removal of traffic signal heads facing NE 185th Street), the abandonment of NE 185th Street vehicle detection loops, minor storm drainage design, channelization and signage design, Temporary Traffic Control Plans, coordinating with City staff and WSDOT, and developing detailed Project Plans, Specifications, and Cost Estimates. Contract Plans will be formatted in accordance with past projects completed for the City, and incorporated into the Culvert Project Planset.

Our Scope of Work is more fully detailed as follows.

Task 1 – Project Management

- Objective: Provide overall project management of Gray & Osborne resources, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control program, and provide client contact.
- A. Contract execution, internal accounting, and auditing.
 - B. Internal resource management and prioritization of resources.
 - C. Oversee quality assurance/quality control reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.
 - D. Preparation of monthly Progress Reports (to be submitted with monthly invoices).
 - E. Manage and oversee the Subconsultant(s) and schedule of deliverables.

Task 2 – Utility Coordination

- Objective: Acquire Record Drawings and/or as-built information from utility purveyors known to provide service in the project area, to include Lake Forest Park Water District (potable water), Lumen (telephone), Comcast (cable TV), Puget Sound Energy (power and natural gas), King County Metro (sanitary sewer), and Lake Forest Park (sanitary sewer and drainage). Coordinate with utility companies to inform the design to avoid and/or resolve utility conflicts.
- A. Provide written requests for utility purveyors known to provide utility service in the project area.
 - B. Review data provided by utility purveyors and incorporate into project design as may be applicable. Other than minor drainage improvements, it is assumed that utility relocation is not required; therefore, no design effort for relocation is included in this Scope of Work.

Task 3 – WSDOT Coordination

- Objective: Coordinate with WSDOT regarding design submittals, utilities, signal modifications, ADA ramp and crosswalk replacement, channelization and signage, traffic control, and Work Right-of-Way Permits, to support the design of the intersection improvements.
- A. Attend virtual kick-off meeting with WSDOT staff to discuss the project and solicit concerns and comments prior to beginning design work. The Subconsultant for the signal design will be invited to attend.
 - B. Attend virtual Design Review Meeting (after the preliminary submittal) with WSDOT staff to review design and discuss comments.
 - C. Submit Traffic Signal Modification Plans, Curb Ramp Plan, Channelization Plan, Plan for Approval (PFA), Temporary Traffic Control Plans, and relative Specifications/Special Provisions to WSDOT staff for review and approval.

Task 4 – Survey and Mapping

- Objective: Establish vertical and horizontal control and acquire pertinent topographical features suitable to support the design of the proposed intersection modifications.
- A. Establish vertical and horizontal control for survey and mapping at a scale of 1 inch equal to 20 feet horizontal and 1 inch equal to 5 feet vertical. Datum will be per the City of Lake Forest Park standards/requirements. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within the project area.
 - B. Perform topographical survey of the project area, including the intersection and approximately 150 feet beyond the stop bars on Ballinger Way and 75 feet beyond the stop bars on 35th Avenue NE. Topographical data shall include establishing surface grades, pavement edges, obvious utilities, hydrants, valves, manholes, storm drainage structures, utility poles and other utility structures, curbs, sidewalks (including curb ramps), fences/railing, traffic signal poles, junction boxes, vehicle detection loops (if visible), pavement markings, signing, major grade breaks, and any other pertinent physical features found in the project area deemed necessary to adequately map the intersection.
 - C. Map survey data and show pertinent topographical features. Integrate new survey data into existing mapping.

Task 5 – Storm Drainage Design

Objective: Evaluate existing storm drainage collection and conveyance systems serving the project area and design water treatment system(s) for the intersection runoff, as applicable. Prepare required reports and drawings in compliance with City stormwater regulations.

- A. Prepare a Technical Information Report (TIR) in accordance with the *2021 King County Surface Water Design Manual (KCSWDM)*, per Lake Forest Park Municipal Code (LFPMC) 16.08.030.
- B. Perform hydrologic/hydraulic modeling to estimate stormwater runoff volumes and peaks for sizing conveyance and treatment components.
- C. Prepare Design Plans, Details, and Specifications for flow control and/or treatment of storm runoff.

Task 6 – Traffic Signal Design

Objective: Prepare Plans, Specifications, and Cost Estimates for traffic signal modifications. This work will be performed by a qualified Traffic Engineering Subconsultant, Herman Traffic Engineering, Inc. (see the attached Scope of Work.

- A. Attend virtual Kick-Off Meeting with the Subconsultant to discuss modifications to the traffic signal, pedestrian push buttons, pedestrian displays, and electrical components prior to beginning design work.
- B. Attend two virtual meetings with the Subconsultant to review preliminary designs and provide comments.

Task 7 – Preliminary Design

Objective: Use information generated in Tasks 2 through 6 to develop a preliminary design for the proposed improvements for WSDOT's and the City's evaluation, review, and comment.

- A. Develop Preliminary Concept Drawings and Details for review by WSDOT and the City.
- B. Develop Preliminary Project Specifications for City review and comment.
- C. Develop a Preliminary Cost Estimate for City review and comment.

- D. Perform a quality assurance/quality control review at the 60 percent level.

Task 8 – Final Design

Objective: Prepare Final Project Plans, Specifications, and Cost Estimates sufficient for bidding and constructing the project.

- A. Prepare and submit Pre-Final (90 percent) Project Plans and Specifications (two copies) to WSDOT and the City to include incorporation of all previous applicable and relevant comments. Revise the Plans and Specifications to incorporate final comments (as applicable).
- B. Submit Final Plans, Specifications, and an Engineer's Construction Cost Estimate to WSDOT and the City.
- C. Prepare Maximum Extent Feasible (MEF) documentation for each ramp design that cannot meet ADA standards.
- D. Perform quality assurance/quality control review at the 90 percent design level.

Task 9 – Quality Assurance/Quality Control

Objective: Provide quality assurance/quality control reviews of engineering products to enhance overall quality of products. Prepare the quality assurance/quality control review recommendations further noted as follows.

- A. Conduct two quality assurance/quality control reviews; one at the 60 percent design level and another at the 90 percent design level, by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of the product. The City will be invited to participate.

Task 10 – Bid Support

- A. Support City staff to answer bid inquiries during the bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.
- C. Review bids received and prepare and distribute bid tabulation.
- D. Review responsibility criteria for two apparent lowest bidders, including Supplemental Bidder Responsibility Criteria, state licensing and insurance

information, and contacting contractor references; and prepare Recommendation of Award letter.

DELIVERABLES

At the conclusion of the project effort and during the course of the project as applicable, the Engineer will deliver to the City the following documents.

1. Electronic copy (pdf) of Preliminary and Pre-Final Reports, Plans, Specifications, and Cost Estimate.
2. Two hard copies and an electronic copy (pdf) of Final Reports, Design Plans, Specifications, and Cost Estimate.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, will not be exceeded without prior written authorization of the City.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This Scope of Work and the resulting maximum amount payable are based on the following assumptions and those stated City responsibilities as required for the development of the project. See also item assumptions noted in the aforementioned Tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the Contract price.

1. The City will provide overall coordination and approval of the deliverables, including timely review of all submittals.
2. The City will advertise and convene public outreach meetings regarding the traffic impacts for this project. The Engineer will not be required to evaluate alternative designs addressing the traffic impacts for this project.
3. The City will provide recent traffic count data along the SR 104 corridor, including the intersection of SR 104/NE 185th Street/35th Avenue NE for use during signal design. A traffic analysis model to assess current and forecast future traffic volumes and level-of-service determinations at other intersections is not included.
4. The City will provide Utility Design Drawings and/or Record Drawings regarding the most recent utility work being performed for the WSDOT L100 Project.

5. All Permits will be prepared and obtained by the City. The only Permit anticipated for the project is a City of Lake Forest Park Right-of-Way Permit and a WSDOT Work Permit.
6. A partial or complete design of the traffic signal is not included. Only minor modifications are anticipated for the traffic signal. WSDOT and/or the City will provide Record Drawings of the traffic signal.
7. The development and/or recording of a "Record of Survey" is not required or included in this Scope of Work.
8. No right-of-way acquisition, to include Title Reports, Right-of-Entry Agreements, Appraisals, appraisal reviews, market research, legal descriptions, Deeds, Negotiations, Easements, or Conveyance Documents are included in this Scope of Work.
9. Geotechnical engineering investigation and design recommendations are not required and it is assumed that existing soils are capable of supporting curb ramps, curb and gutter, sidewalks, and asphalt pavement.
10. The City has identified a Leaking Underground Storage Tank (LUST) on the parcel immediately north of the NE 185th Street Right-of-Way. It is understood that WSDOT is coordinating the remediation of any contaminated soils with the Washington State Department of Ecology.
11. No additional environmental assessments or reports are required for the intersection design.
12. The project will be appropriately advertised by the City and the City will make arrangement for and provide a suitable location to accommodate the bid opening.
13. Construction staking and utility coordination will be performed by the Contractor.
14. Project design and permitting will be completed no later than December 2026.



EXHIBIT A
SCOPE OF WORK
HERMAN TRAFFIC ENGINEERING, INC.

SR 104 (BALLINGER WAY NE)/35TH AVE. NE/NE 185TH ST.
INTERSECTION IMPROVEMENTS
CITY OF LAKE FOREST PARK

I. INTRODUCTION

The purpose of the following Scope of Work is to provide professional traffic engineering consulting services to prepare PS&E for modifications to the existing traffic signal system at the SR 104 (Ballinger Way NE)/35th Ave. NE/NE 185th St. intersection in the City of Lake Forest Park. The improvements are required to accommodate proposed changes to the channelization at the intersection which will eliminate the NE 185th St. approach to the intersection. Other modifications will include ADA improvements and probable signal phasing and signal display revisions. Ten curb ramps are proposed to be replaced as part of the project.

HTE will be a subconsultant to Gray & Osborne, Incorporated. The primary tasks included in this Scope of Work are:

- **Project Administration:** General coordination, administration and meetings.
- **Analysis:** Traffic signal LOS and queueing analysis.
- **Design:** Develop 100% PS&E design for traffic signal system modifications for City and WSDOT review and approval.

II. ASSUMPTIONS

- G&O will provide acceptable Autocad base maps for HTE's use in designing the traffic systems. The base map shall show the entire intersection and adequate extents of each intersection leg to address any necessary loop replacement.
- All project surveying and the general civil engineering design of the intersection channelization, grading, paving, drainage, environmental analysis, permitting, utilities, right of way acquisition, pavement markings, signing (other than on signal standards), temporary traffic control and construction staging will be provided by others.
- This Scope of Work assumes that no pavement widening will be involved in this project that will impact the traffic signal system. This includes widening for additional lanes.
- This Scope of Work assumes that all existing mast arm signal standards will remain a part of the traffic signal system and be modified as necessary by the project. No new mast arm signal standards or replacements will be involved.



- All plotting of HTE plan sheets and submittals will be performed by G&O.
- Geotechnical engineering should not be required for this project. However, if it becomes a requirement, it will be by others and is excluded from this Scope of Work.
- All data collection and traffic volume projections will be by others, and are excluded from this Scope of Work
- Temporary traffic signal design is not part of this Scope of Work.
- Traffic signal interconnect design is not part of this Scope of Work.
- Intelligent Transportation System (ITS) design such as CCTV replacement, fiber modifications, fiber auxiliary equipment is not included in this Scope of Work.
- Vehicle detection for the traffic signal system will remain induction loop detection. Several loops will need to be replaced as part of the work. Any video or radar detection design is excluded from this Scope of Work.
- This Scope of Work excludes design of a Uninterruptible Power Supply (UPS) for the traffic signal system.
- Any illumination system design is excluded from this Scope of Work, including illumination calculations.
- This Scope of Work does not include construction engineering support services, construction inspection, materials testing or any other post-design services.

III. SCOPE OF WORK

A. Project Administration

1. Coordinate with the project team, City of Lake Forest Park staff, WSDOT staff and other stakeholders throughout the project.
2. Prepare and submit monthly invoices and progress reports to G&O.
3. Prepare for and attend a virtual kick-off meeting with the project team and City.
4. Prepare for and attend a virtual kick-off meeting with the project team, City and WSDOT.
5. Prepare for and attend up to two virtual design coordination meetings with the project team, City and/or WSDOT.



B. Traffic Signal LOS & Queueing Analysis

1. Review traffic volume count data and projections provided by others.
2. Conduct LOS and queueing analysis using Synchro and SimTraffic for pre-project and post-project conditions.
3. Test traffic signal phasing alternatives and make any recommendations for revisions to traffic signal phasing.
4. Prepare a draft technical memorandum summary of the analysis results and transmit to G&O for City and WSDOT for review and comment.
5. Revise analysis to address any comments received and transmit final memorandum.

C. Traffic Signal Systems Modifications Design

1. Obtain and review as-built plans for the existing traffic signal system.
2. Conduct a field investigation of the subject intersection and vicinity with a WSDOT signal technician.
3. Review CAD base files provided by others. Request revisions as necessary.
4. Revise the CAD base files to show proper WSDOT symbology for electrical equipment.
5. Prepare up to two preliminary (approximately 90% complete) traffic signal plan sheets showing existing and proposed traffic signal phasing and locations of traffic signal equipment, including controller cabinet, electrical service cabinet, signal standards, light standards, luminaires, signal heads, APS push buttons, detector loops, junction boxes, conduit, conductors and signal-mounted traffic signs.
6. Work with G&O to coordinate ADA-compliant landings at each APS push button location.
7. Prepare a traffic signal wiring diagram plan sheet.
8. Prepare a traffic signal standard chart plan sheet.
9. Prepare technical special provisions for the traffic signal system.
10. Compile pertinent WSDOT electrical Standard Plans.
11. Transmit 90% electrical design to G&O for City and WSDOT review.



12. Revise the plans and special provisions to address 90% agency comments.
13. Transmit 100% plans and special provisions to G&O for City and WSDOT review and approval.
14. Prepare an opinion of cost for the traffic signal system to be used for bidding purposes.

EXHIBIT B
WORK HOUR & FEE ESTIMATE
HERMAN TRAFFIC ENGINEERING, INC.

SR 104 (BALLINGER WAY NE)/35TH AVE. NE/NE 185TH ST.
INTERSECTION IMPROVEMENTS
CITY OF LAKE FOREST PARK

SCOPE OF WORK ITEM		HOURS			
		Robert M. Herman, P.E., P.T.O.E.			
Project Administration					
A.1.	Telephone and Email Correspondence	8			
A.2.	Monthly Invoices and Progress Reports	4			
A.3.	Kick-off Meeting with Project Team and City	2			
A.4.	Kick-off Meeting with Project Team, City and WSDOT	2			
A.5.	Design Coordinatio Meetings	6	22	\$	3,960.00
Traffic Analysis					
B.1.	Review Data and Projections by Others	2			
B.2.	LOS/Queueing Analysis	10			
B.3.	Signal Phasing Recommendations	3			
B.4.	Draft Technical Memorandum	6			
B.5.	Final Technical Memorandum	3	24	\$	4,320.00
Traffic Signal System Modifications Design					
C.1.	As-Builts	4			
C.2.	Field Investigation	6			
C.3.	Review CAD Base	2			
C.4.	WSDOT CAD Symbology	6			
C.5.	90% Traffic Signal Plans	30			
C.6.	ADA-Compliance Coordination	4			
C.7.	Traffic Signal Wiring Diagram	8			
C.8.	Traffic Signal Standard Detail Chart	6			
C.9.	Technical Special Provisions	14			
C.10.	WSDOT Standard Plans	2			
C.11.	Transmit 90% Design for Review	2			
C.12.	Address 90% Comments	8			
C.13.	Transmit 100% Design	2			
C.14.	Opinion of Cost	6	100	\$	18,000.00
Total Hours		146.0			
		Quantity	Rate	Cost	
Direct Cost		146.0	\$ 180.00	\$	26,280.00
Mileage		70	\$ 0.725	\$	50.75
Grand Total				\$	26,330.75

Addendum 1 - Exhibit B

Section 7, ItemA.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

CITY OF LAKE FOREST PARK - NE 185TH STREET, SR 104, AND 35TH AVENUE NE INTERSECTION IMPROVEMENTS - SUPPLEMENT 1

Tasks	Principal-In-Charge/Project Manager Hours	Civil Engineer Hours	Engineer-In-Training Hours	AutoCAD/GIS Technician/Engineer Intern Hours	Professional Land Surveyor Hours	Field Survey Crew Member Hours
1 Project Management	12					
2 Utility Coordination	4	8	8	8		
3 Washington State Department of Transportation Coordination	8	8	8	4		
4 Survey and Mapping	2	8	4	12	12	40
5 Storm Drainage Design	4	24	24	32		
6 Traffic Signal Design	4	12	12	8		
7 Preliminary Design	16	80	32	24		
8 Final Design	8	64	20	12		
9 Quality Assurance/Quality Control	8	8	8	4	2	
10 Bid Support	2	8	8			
Hour Estimate:	68	220	124	104	14	40
Fully Burdened Billing Rate Range:*	\$170 to \$270	\$140 to \$190	\$110 to \$180	\$70 to \$190	\$140 to \$220	\$80 to \$160
Estimated Fully Burdened Billing Rate:*	\$260	\$190	\$160	\$150	\$220	\$160
Fully Burdened Labor Cost:	\$17,680	\$41,800	\$19,840	\$15,600	\$3,080	\$6,400

Total Fully Burdened Labor Cost: \$ 104,400

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 100

Printing \$ 88

Subconsultant:

Herman Traffic Engineering, Inc. \$ 26,331

Subconsultant Overhead (10%) \$ 2,633

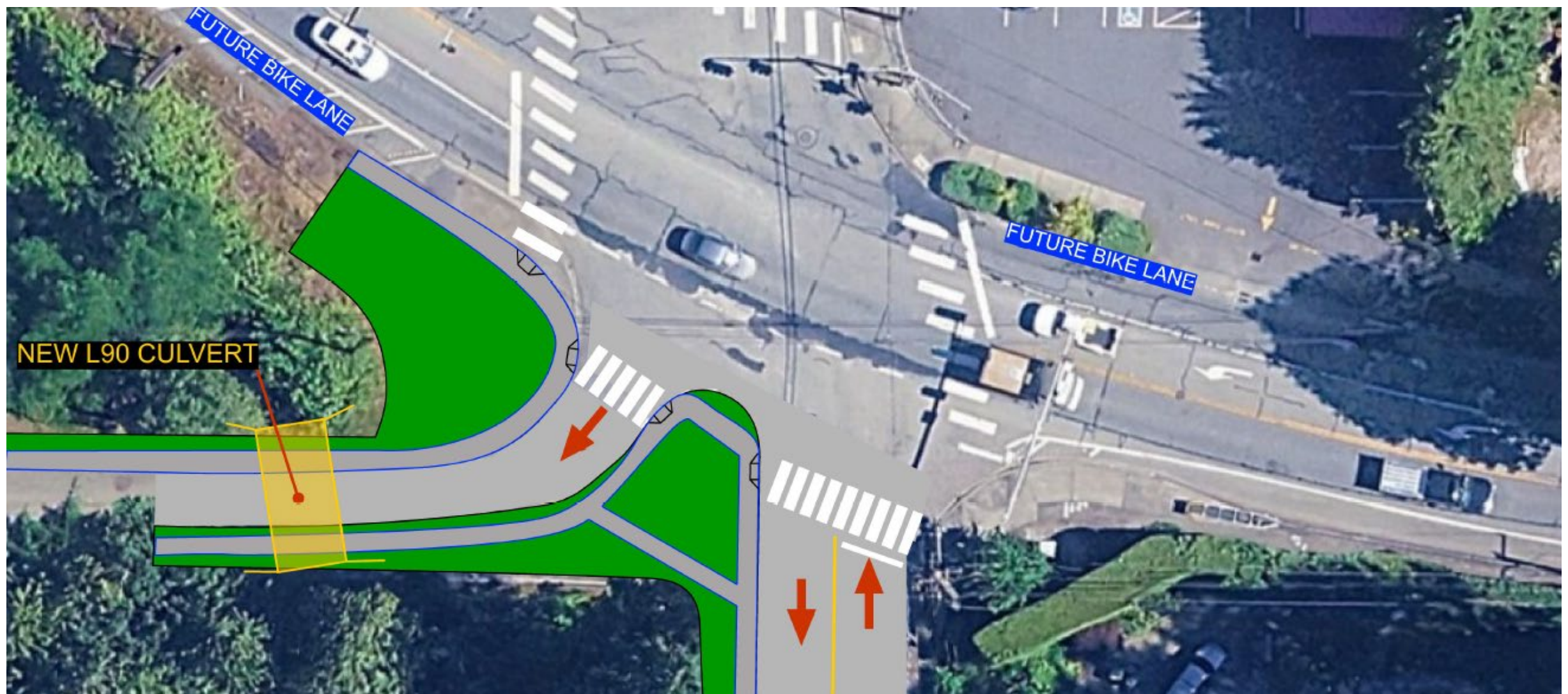
TOTAL ESTIMATED COST: \$ 133,552

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



L90 Culvert & Intersection Improvements Project

Fish Passability & Improvements at the Intersection of NE 185th Street, 35th Avenue NE, and Ballinger Way NE



In addition to delivering a new fish passable culvert carrying Lyon Creek under NE 185th Street, the project will also include these intersection improvements for pedestrians, cyclists, and vehicles at the adjacent intersection.

Intersection modifications here will support traffic calming and pedestrian safety by:

- Reducing crossing width for pedestrians
- Increasing area of pedestrian refuge island
- Reducing lane width at NE 185th Street to slow vehicular traffic
- Increasing area on shoulder to accommodate pedestrian facilities



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	July 23, 2026
Originating Department	Municipal Services
Contact Person	Matt McLean, City Clerk
Title	Ordinance 26-1319/Master Use Permit for McLeodUSA Telecommunications Services, LLC

Legislative History

- First PresentationJuly 23, 2026 Regular Meeting

Attachments:

- Ordinance 26-1319
- Master Use Permit with McLeodUSA Telecommunications Services, LLC
- Map of locations

Executive Summary

Ordinance 26-1319 would grant a nonexclusive five-year Master Use Permit (MUP) to McLeodUSA Telecommunications Services, LLC (McLeod), authorizing the construction, operation, maintenance, replacement, and repair of telecommunications fiber facilities within the City of Lake Forest Park's public rights-of-way.

Background

McLeod was previously granted a MUP pursuant to Ordinance No. 1207 in June 2020. McLeod has again requested authorization to install and maintain telecommunications infrastructure within City rights-of-way to support fiber-optic telecommunications services. The proposed facilities include aerial and underground fiber routes throughout the City, as shown in the attached system map.

The proposed Master Use Permit incorporates the requirements of Chapter 5.26 of the Lake Forest Park Municipal Code (LFPMC) and RCW 35A.47.040 and RCW 35.99.020. McLeod is required to obtain separate right-of-way permits prior to construction activities.

Fiscal & Policy Implications

The Company is responsible for reimbursing the City for costs associated with processing the Master Use Permit, permit review, inspections, publication costs, and other actual incremental costs incurred by the City for public works projects related to the Company’s facilities.

No franchise fee is imposed under the proposed Master Use Permit pursuant to RCW 35.21.860 because the Company represents that it operates as a telecommunications service provider.

Alternatives

Options	Results
Adopt the Ordinance	Grant a MUP to McLeodUSA Telecommunications Services, LLC for five-years
Deny the Ordinance	McLeodUSA Telecommunications Services, LLC would not be authorized to construct, maintain, or operate telecommunications facilities within City public rights-of-way

Staff Recommendation

Review the proposed Ordinance and Master Use Permit and provide input to staff.

ORDINANCE NO. 26-1319

AN ORDINANCE OF THE CITY OF LAKE FOREST PARK WASHINGTON, GRANTING TO MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE MASTER PERMIT, FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A TELECOMMUNICATION SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH, AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY

WHEREAS, McLeodUSA Telecommunications Services, LLC, a limited liability company (the "Company"), owns and operates a telecommunications system; and

WHEREAS, the Company desires to obtain from the City of Lake Forest Park a Master Permit to allow the Company to install, operate, and maintain a telecommunications system in the public rights-of-way of the City; and

WHEREAS, the City Council has the authority to grant Master Permits for the use of its streets and other public properties pursuant to RCW 35A.47.040, RCW 35.99.020 and Chapter 5.26 of the Lake Forest Park Municipal Code (the "LFPMC").

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

Section 1. MASTER PERMIT GRANTED. The City Council hereby grants a Master Permit to McLeodUSA Telecommunications Services, LLC for a telecommunications system, with terms and conditions substantially as set forth in Exhibit A hereto. The initial term of the Master Permit shall be 5 (five) years commencing on the effective date of this Ordinance, after which time the Master Use Permit may be renewed or reinstated by ordinance of the City Council for a term determined by the City Council. This Master Permit is issued pursuant to Chapter 5.26 LFPMC, which is incorporated herein by reference. Further, the City Attorney is authorized to make non-substantive, administrative edits to the Master Permit.

Section 2. SEVERABILITY. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court, the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance shall not be affected, unless the rights, privileges, duties, or obligations hereunder are materially altered, whereupon either party may request renegotiation of those remaining terms.

Section 3. CORRECTIONS. The City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including but not limited to the correction of scrivener’s/clerical errors; references, ordinance numbering and section/subsection numbering and any reference thereto.

Section 4. EFFECTIVE DATE. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED BY A MAJORITY the Lake Forest Park City Council this ____ day of _____ 2026.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: July 23, 2026
Adopted:
Posted:
Published:
Effective:

By signing below, McLeodUSA Telecommunications Services, LLC hereby agrees to the terms and conditions set forth in the Master Permit attached as Exhibit A hereto.

McLeodUSA Telecommunications Services, LLC

By: _____

Print: _____

Title: _____

Date: _____

**MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC
MASTER USE PERMIT FOR OPERATION OF
TELECOMMUNICATIONS FACILITIES WITHIN THE CITY
OF LAKE FOREST PARK**

WHEREAS, McLeodUSA Telecommunications Services, LLC, an Iowa limited liability company (the "Company"), owns and operates a telecommunications system; and

WHEREAS, the Company desires to install, operate, and/or maintain a telecommunications system in the public rights-of-way of the City of Lake Forest Park (the "City"); and

WHEREAS, the City Council has the authority to grant Master Permits for the use of its streets and other public properties for telecommunications facilities pursuant to RCW 35A.47.040, RCW 35.99.020 and Chapter 5.26 of the Lake Forest Park Municipal Code (the "LFPMC").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Master Permit Granted. This Master Permit is issued pursuant to Chapter 5.26 LFPMC, which is incorporated herein by reference. Subject to the terms and conditions hereinafter set forth, and to approval by the City Council via Ordinance, the City grants to the Company a Master Permit for a telecommunications system for the purposes of providing fiber optic network for wholesale and not local or retail telecommunication services. The term of the Master Permit shall be as set forth in the Ordinance approving this Master Permit.

This Master Permit grants to the Company the right, privilege, and authority to construct, operate, maintain, remove, replace, and repair all necessary facilities for the above-described telecommunications system, in, under, on, across, over, through, along, or below the public rights-of-way located in the City and shown on the map attached as Exhibit 1 hereto and incorporated herein by reference, as approved under City permits issued pursuant to applicable City codes and regulations. Any reference herein to a public right-of-way shall not be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and this Master Permit shall be deemed to grant no more than those rights which the City may have the undisputed right and power to give.

This Master Permit does not convey any equitable or legal title to the public rights-of-way. The right granted is only the right to occupy public rights-of-way. This Master Permit does not grant a vested right for any facility to be located or to remain at any specific location in the public right-of-way and this Master Permit or consent to occupy any location in the public right-of-way is revocable and terminable at the lawful discretion of the City; and, if so revoked, the facility shall be removed at the cost of the Company in order to allow free and unencumbered use of the public right-of-way for public work or other public purpose as may be in the best public or municipal interest as determined by the City.

Section 2. Definitions.

“Administrator.” The City Administrator of the City of Lake Forest Park, or a designee of the Administrator.

“Engineer.” The appointed City Engineer, or the designee of the City Engineer, or a consulting engineer retained by the Administrator or Public Works Director for the purpose of administering this Master Permit.

“Public Works Director.” The appointed Public Works Director of the City of Lake Forest Park, or the designee of the Public Works Director.

Other terms. Unless otherwise defined, terms used in this Ordinance shall have the meaning set forth in Chapter 5.26 LFPMC.

Section 3. Non-Exclusive Master Permit. This Master Permit is non-exclusive, and the City reserves the right to grant other or further Master Permits or franchises in, along, over, through, under, below, or across any of its public rights-of-way. This Master Permit shall in no way prevent or prohibit the City from using any of its public rights-of-way or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, and dedication of same, including the dedication, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares, and other public properties of every type and description.

Section 4. Compensation.

A. The Company shall compensate the City for its costs related to receiving and approving its Master Permit, including but not limited to the costs to process any subsequent right-of-way permits issued pursuant to this Master Permit, the cost of inspecting plans and construction pursuant thereto, or the cost of the preparation of a detailed statement pursuant to Chapter 43.21C RCW.

1. Costs shall be billed to the Company in the manner and at the rates provided in a resolution adopted by the City Council.

2. Fees must be paid within 30 days of receipt of the City's billing.

3. On request of the Company, the City will submit proof of any charges or expenses incurred. For any project or time frame, the Company can request a written estimate from the Administrator, in advance of costs planned to be expended by the City, and the Company may object to any costs by filing written protest with the Administrator. The Administrator shall decide the protest within five business days, and the decision shall be the final decision of the City.

B. The Company shall compensate the City for its actual incremental costs necessarily incurred on City public works projects because of the presence of Company's telecommunications system in the right-of-way.

1. Fees must be paid within 30 days of receipt of the City's billing; thereafter, amounts due shall bear interest at 6% per annum.

2. On request of the Company, the City will submit proof of such incremental costs.

3. Before commencing work, the City shall notify the Company of its proposed project, and the incremental costs the City estimates will be incurred. The Company may object to any cost estimates by filing written protest with the Administrator. The Administrator shall decide the protest of the cost estimate within five business days, and the decision shall be the final decision of the City. In the event unforeseen costs are actually incurred by the City, the City shall bill such costs to the Company and such costs shall be paid within 30 days of receipt of the City's billing. The Company may object to any unforeseen costs by filing a written protest with the Administrator. The Administrator shall decide the protest of any unforeseen costs within five business days, and the decision shall be the final decision of the City.

Section 5. Conditions governing use of public rights-of-way.

A. Before any work is performed in the public right-of-way, the Company shall obtain a right-of-way permit in accordance with Chapter 12.04 LFPMC. An application for a right-of-way permit by the Company shall be approved or disapproved within thirty days of the date of the filing of a complete application. A right-of-way permit shall incorporate the requirements of this Master Permit and Chapter 5.26 LFPMC in addition to the requirements of Chapter 12.04 LFPMC.

B. Except as expressly provided otherwise, any act that the Company, its contractors or subcontractors are required to perform under this section shall be performed at their cost. If the Company fails to perform work that it is required to perform within the time provided for performance specified within the right-of-way permit, the City may perform the work and bill the Company therefore. The Company shall pay the amounts billed within 30 days.

C. Construction Procedures and Placement of Facilities – Obligation to Minimize Interference with Use of Public Rights-of-Way.

1. The construction, operation, and repair of communications facilities are subject to the supervision of all of the authorities of the City with jurisdiction over such matters and shall be performed in compliance with all laws, ordinances, departmental rules and regulations affecting such system.

2. The construction, operation, and repair shall be performed in a manner consistent with high industry standards. Persons engaged in the construction, operation,

or repair of communications facilities shall exercise reasonable care in the performance of all their activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property or interfere with traffic or the use of adjoining property. All work performed by the Company or its contractors shall be accomplished in a safe and competent manner. The Company shall comply with all applicable safety regulations during construction as required by the ordinances of the City or the laws of the State of Washington.

3. Construction, operation, or repair of a communications system shall not commence until all required permits have been properly filed for and obtained from the proper City officials and all required permits and associated fees paid and bonds or other performance security provided. In any permit so issued, the City may impose as a condition of the granting of the permit such conditions and regulations as may be necessary to the management of the rights-of-way, including, by way of example and not limitation, for the purpose of protecting any structures in the public rights-of-way, for the proper restoration of such public rights-of-way and structures, and for the protection of the City and the public and the continuity of pedestrian and vehicular traffic.

4. Whenever a Company facility located in a right-of-way endangers property, health, or safety, or whenever necessary to temporarily restore communications system services that have been disrupted by storms, earthquakes, riots or other unexpected accidents the Company shall immediately take proper emergency measures, without first obtaining a permit as required by this Master Permit. However, the Company shall notify the City of the work no later than the next succeeding business day and apply for a right-of-way permit by the next business day; provided that the Company shall be required to conform any work performed before a right-of-way permit was issued and to perform any other work in accordance with the requirements of the permit.

If work related to facilities authorized by this Master Permit endangers property or the public's health and safety, the Public Works Director may direct the Company, at the Company's own expense, to take appropriate protective action, including compliance within a prescribed time. Unless otherwise notified in writing by the Company, the City shall notify the Company as follows: name: Bryan Bogan; number (501)748-6919; emergency number NOC 800-345-4484; local contact person Brett Gearhard cell/pager (970)803-0504. The Company must notify the City if the person(s) or contact information changes.

If the Company does not comply with such directions, or if immediate action is required to protect property or the public's health and safety, the City may take reasonable emergency measures, and the Company shall be liable to the City for the costs thereof.

5. The Company shall follow City-established requirements for placement of facilities in public rights-of-way, including the specific location of facilities in the public rights-of-way, and shall install facilities in a manner that minimizes interference with the use of the public rights-of-way by others. The City may require the installation of facilities at a particular time, at a specific place, or in a particular manner as a condition of access

to a particular right-of-way; it may require a person using the rights-of-way to cooperate with others to minimize adverse impacts on the rights-of-way through joint trenching, joint use of facilities and other arrangements; it may deny access if the Company is not willing to comply with the City's lawful requirements that allows operator to provide its services; it may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place, or manner of installation; and it shall charge the Company for all the costs associated with removal.

6. Upon order of the Administrator, all work that does not comply with this Master Permit, the approved plans or specifications for the work, or the requirements of Chapter 5.26 LFP MC or other applicable law shall be removed.

7. Unless otherwise agreed or provided in this Master Permit or a right-of-way permit, the Company shall be required to reimburse and hold harmless the City for any cost or expense reasonably incurred by the City in the planning, construction, installing, altering, or implementing any public work as a result of the construction or the presence in the public right-of-way of the facility of the Company.

8. The specific location within the right-of-way and the method of installing facilities underground or overhead will be subject to approval by the Engineer. Cutting of pavement in the public right-of-way shall be prohibited where the Engineer approves locating underground facilities in the unimproved portions of the right-of-way or in the sidewalk areas or requires alternative methods for undergrounding not requiring trenching or the cutting of pavement. Above ground facilities may be camouflaged using cover boxes that imitate trees or rocks.

9. Except to allow for compliance with state or federal law, cutting of pavement may be prohibited in a newly constructed or reconstructed street for a period of five years from the paving of such street or in a street where a trench was previously available for a period of three years from the date the trench was available. The City may require as a condition to the occupancy of the rights-of-way that communications facilities be located in existing underground ducts or conduits wherever the capacity exists; provided, however, the Engineer may in his or her discretion permit pot-holing (subject to conditions to alleviate the harmful effects) where conduit is to be placed underground by means of directional boring and the person seeking permission has provided evidence satisfactory to the Engineer that:

- a. Such pot-holing is necessary to avoid interference with existing utilities;
- b. Such pot-holing is the only reasonable alternative available to locate existing utilities; and
- c. Such pot-holing will result in little or no visual or other detrimental impact to the street.

10. Any and all public rights-of-way, public property, or private property that is disturbed or damaged during the construction, operation, repair or removal of a communications facility shall be promptly repaired by the Company. Public property and public right-of-way must be restored to the satisfaction of the City and to a condition as good as or better than before the disturbance or damage occurred and to the standards established on the approved plans, or permit conditions, whichever is greater. The Public Works Director shall have final approval of the condition of such streets and public places after restoration, such approval not being unreasonably withheld. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state, and local standards and specifications. The Company shall complete all restoration work promptly and promptly repair any damage caused by such work.

11. The Company shall continue to maintain the restored street area, which may consist of curb, gutter, sidewalk, pavement, or other restored appurtenances, in a condition as good as or better than the condition of the adjacent undisturbed area of the street for the life of the street when such maintenance or restoration is required as:

a. A result of the restored street area being defective or otherwise inferior to the adjacent undisturbed area of the street, or

b. A result of the presence of the facilities of the communications system operator until the restored area is repaved or reconstructed by a different party.

12. Tree trimming shall not be performed without the permission of the City and other affected authorities, and tree trimming must be performed in strict accordance with the City code.

13. Within 48 hours after notice from the City in accordance with Section 5.C.4, the Company shall remove any graffiti on any part of its communications system in the public rights-of-way. If the operator fails to do so, the City may remove the graffiti and bill the Company for the cost thereof.

D. Relocation and Abandonment of Facilities.

1. The Company shall, by a time specified by the City, protect, support, temporarily disconnect, relocate, or remove any of its property when required by the City by reason of traffic conditions; public safety; public right-of-way construction; public right-of-way repair (including resurfacing or widening); change of public right-of-way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, public work, public facility or improvement, or any government-owned utility; public right-of-way vacation; or for any other purpose where the work involved would be aided by the removal or relocation of the communications facility. Collectively, such matters are referred to below as the "public work."

a. Except in the case of emergencies, the City shall provide written notice describing where the public work is to be performed as soon as practical but at least 30 days prior to the deadline by which the Company must protect, support, temporarily disconnect, relocate or remove its facilities. The Company may seek an extension of the time to perform such tasks where they cannot be performed in 30 days or by the completion time specified even with the exercise of its best efforts, and such request for an extension shall not be unreasonably refused.

b. If the Company does not comply with the requirements of Chapter 5.26 LFPMC, and to the extent that this Master Permit or any applicable right-of-way permit does not provide otherwise, and if not prohibited by applicable law, the City shall have the right to revoke any right of the Company to have its facilities remain at a specific location in the public right-of-way whenever the City determines that the facilities of the Company must be removed from their present location in order to facilitate a public work in the public right-of-way; and upon revocation of the Master Permit, license or right-of-way permit of the Company, the Company shall remove the same and restore the public right of way at its cost.

2. If any person that is authorized to place facilities in the rights-of-way requests the Company to protect, support, temporarily disconnect, remove, or relocate its facilities to accommodate the construction, operation, or repair of the facilities of such other person, the Company shall, after 30 days' advance written notice, take action to effect the necessary changes requested. Unless the matter is governed by a valid contract or a state or federal law or regulation, the reasonable cost of the same shall be borne by the person requesting the protection, support, temporary disconnection, removal, or relocation and at no charge to the City, even if the City makes the request for such action on behalf of such party.

3. The Company shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same. The Company shall be given not less than seven days' advance notice to arrange for such temporary wire changes.

4. The Company may abandon and surrender its Master Permit to the City on six months' written notice to the Administrator, with copies served on the mayor and City attorney. Abandonment shall be subject to acceptance by the City, by a resolution of acceptance adopted by the City Council. Upon abandonment, non-renewal, revocation or expiration of this Master Permit, and if no extension is granted, the Company may, at the discretion of the Administrator, be required, in part or entirely, to remove all its fiber, wire, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Master Permit. Alternatively, the Administrator may direct, limit or condition the Company's removal, sale or continued use or abandonment of grantee's facilities and equipment, either by agreement or through means of any other lawful municipal power or right. The City may continue to invoke any provision of this Master Permit against the Company or any successor entity enjoying de facto Master Permit privileges after

revocation or expiration. The City may take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interests of the City and its residents.

E. Every communications facility shall be subject to the right of periodic inspection by the City to determine compliance with the provisions of this Chapter 5.26 LFPMC, this Master Permit and any right-of-way permit, and other applicable law. The City shall have the right, upon request, to be notified and be present when the communications system is inspected by the Company to determine compliance with the provisions of Chapter 5.26 LFPMC, this Master Permit, any right-of-way permit, or applicable law where the City has enforcement authority. The Company shall respond to requests for information regarding its system and plans for the system as the City may from time to time issue, including requests for information regarding its plans for construction, operation and repair and the purposes for which the plan is being constructed, operated, or repaired to the extent such plan is or will be in the public right-of-way or has been or will be provided under this Master Permit or any right-of-way permit granted by or requested from the City.

F. The Company, if it places facilities underground, shall be a member of the regional notification center for subsurface installations and shall field mark the locations of its underground communications facilities upon request. The Company shall locate its facilities for the City at no charge. The Company shall reasonably cooperate with City initiatives to coordinate underground fixture locations and installations. The Company shall be familiar with Chapter 19.122 RCW, Washington State's "Underground Utilities" statute. The Company shall certify that it understands local procedures, custom and practice relating to facilities locating, and shall ensure that its contractors or others working in the right-of-way on grantee's behalf are similarly well informed.

G. The Company shall recognize the City's right to preserve and control of the public right-of-way, particularly with respect to policies regarding the undergrounding of overhead lines for aesthetic reasons. Consistent with any general municipal undergrounding policy or program now or hereafter developed, the City reserves the right to require the Company's participation in municipally imposed undergrounding or related requirements as may now or hereafter arise, as a condition of the operator's new installation or major maintenance or restoration construction activities of overhead facilities under this franchise. The Company shall coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third-party beneficiary rights be implied or created. Nothing in this section shall be permitted in conflict with RCW 35.99.060, and the provisions of this section shall be applied in conformity thereto.

H. The Company may request reimbursement from the City as provided in RCW 35.99.060(3)(a)-(c) and if so requested the City shall make reimbursement as provided therein.

I. Plans for and Publicizing Work.

1. Work shall be publicized as the City may direct from time to time to notify

the public and operators of other communications systems, of the impending work, to minimize inconvenience and disruption to the public and to allow for cooperative construction and for joint use of trenches and facilities.

2. The Company shall provide the City a plan for any initial system construction, or for any substantial rebuild, upgrade or extension of its facility, which shall show its timetable for construction of each phase of the project, and the areas of the City that will be affected.

3. The Company shall supply and maintain updated, at no cost, any information requested by the Administrator to coordinate municipal functions with the operator's activities and fulfill any municipal obligations under state law. The Administrator may request information concerning an installation inventory, location of existing or planned facilities, maps, plans, and as-built drawings of the operator's installations in the City. The information may be requested either in hard copy and/or electronic format compatible with the City's data base system. The Company shall keep the Administrator informed of its long-range plans for coordination with the City's long-range plans.

4. The Company shall maintain accurate maps and improvements plans which show the location, size, and a general description of all facilities installed in the public rights-of-way and any power supply sources (including voltages and connections). Maps shall be based upon post-construction inspection to verify location. The Company shall provide a 24-inch by 36-inch map to the City showing the location of its facilities, in such detail and scale as may be directed by the Engineer. New system maps shall be promptly submitted to the City when the facility expands or is relocated. Copies of maps shall be provided on disk, in a commercially available electronic format specified by the Engineer or in such alternate form as approved by the Engineer.

5. The Administrator may when the City receives application for a permit to use a particular route, or on the Administrator's own initiative, designate by published order a route or proposed route for installation of communications facilities and may:

a. Require all persons who wish to place underground facilities along that route or any part thereof to install them during a specified period; and

b. To the extent allowed by law, otherwise prohibit placement of such facilities along the route or any part thereof for 36 months or for such other, longer period as is necessary to protect the public.

Section 6. Indemnification. The Company shall release, indemnify, and defend the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person for injury or death of any person or damage to property caused by or arising out of the negligent acts or omissions of the Company, its agents, servants, officers, or employees, performed under authority of this Master Permit; provided, that for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the

Company and the City, its officers, employees, and agents, the Company's obligation shall be only to the extent of the Company's negligence. This indemnification includes claims by the Company's own employees for which the Company might otherwise be immune under Title 51 RCW, and the Company waives its immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Inspection or acceptance by the City of any work performed by the Company at the time of completion of construction shall not relieve the Company of any of its obligations under this Section.

If a court or other tribunal agreed upon by the parties determines that the Company wrongfully refused the tender of defense in any suit or any claim made pursuant to this indemnification provision, the Company shall pay all of the City's costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision.

Section 7. Insurance. The Company shall procure and maintain for the duration of the Master Permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Company, its agents, representatives, or employees. The Company shall provide an insurance endorsement, naming the City as an additional insured, to the City for its inspection prior to the adoption of this Master Permit Ordinance, and such endorsement shall evidence a policy of insurance that includes:

A. Commercial General Liability Insurance to Cover Liability Bodily Injury and Property Damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

1. Bodily Injury.
- Each occurrence: \$5,000,000.
Annual aggregate: \$10,000,000.
2. Property Damage.
- Each occurrence: \$5,000,000.
Annual aggregate: \$10,000,000.
3. Personal Injury.
- Annual aggregate: \$3,000,000.

4. Completed operations and products liability shall be maintained for two years after the termination of the master permit or license (in the case of the communications system owner or operator) or completion of the work for the communications system owner or operator (in the case of a contractor or subcontractor).

5. Property damage liability insurance shall include coverage for the following hazards: X- Explosion, C- Collapse, U- Underground.

B. Workers' compensation insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and, in the case any work is sublet, each communications system operator shall require the subcontractors similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by each communications system operator. Each communications system operator and its contractors and subcontractors shall maintain during the life of this policy employer's liability insurance. The following minimum limits must be maintained:

1. Workers' compensation: Statutory.

2. Employer's liability:
\$500,000 per occurrence.

3. Commercial Auto Liability.

a. Bodily Injury.

Each occurrence: \$5,000,000.
Annual aggregate: \$10,000,000.

b. Property Damage.

Each occurrence: \$5,000,000.
Annual aggregate: \$5,000,000.

Coverage shall include owned, hired, and non-owned vehicles.

C. Upon receipt of notice from its insurer(s), the Company shall use commercially reasonable efforts to provide Owner with thirty (30) days prior written notice of cancellation of any coverage. Both the Commercial General Liability Insurance and the Auto Liability Insurance shall be endorsed to name the City as an insured. Policies shall be issued by companies authorized to do business under the laws of the state of Washington. Financial ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide.

D. The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures. Further, in the event the Company is self-

insured, the Company shall furnish proof of self-insurance and shall warrant to the City that its self-insurance meets the criteria defined in this Agreement. Further, the Company shall assume all liability for deficiencies in their self-insurance to the extent it fails to meet the terms outlined in this Agreement.

Section 8. Modification. The terms and conditions of this Master Permit may be modified upon written agreement of the parties.

Section 9. Forfeiture and Revocation. If the Company willfully fails to comply with any provision of this Master Permit, or through willful misconduct or gross negligence fails to comply with any notice given the Company by the City under the provisions of this Master Permit, or if any of the provisions of LFP MC 5.26.0900.1 apply, then this Master Permit may be revoked by the City Council after a hearing held upon notice to the Company.

Section 10. Remedies to Enforce Compliance. In addition to any other remedy, the City may obtain a superior court order compelling the Company to comply with the provisions of this Ordinance and seek to recover damages and costs incurred by the City by reason of the Company's failure to comply. The pursuit of any right or remedy by the City shall not prevent the City from acting under Section 14.

Section 11. City Ordinances and Regulations. This Master Permit shall not prevent the City from adopting and enforcing all necessary and appropriate ordinances regulating the performance of the conditions of this Master Permit, including any valid ordinance made in the exercise of its police powers. The City retains its authority to control by reasonable regulations the location, elevation, manner of construction, and maintenance of Company's telecommunications system in the public rights-of-way, and the Company shall conform with all such regulations, unless compliance would cause the Company to violate other requirements of law. In the event of a conflict between the provisions of this Master Permit and any other ordinance(s) enacted under the City's police power, such other ordinance(s) shall take precedence.

Section 12. Cost of Publication. The cost of the publication of this Ordinance shall be borne by the Company.

Section 13. Acceptance. Unless extended by Ordinance, the Company shall have sixty (60) days after the passage and approval of this Ordinance to file with the City Clerk its unconditional written acceptance of this Master Permit; otherwise, the Company shall be deemed to have rejected this Master Permit.

Section 14. Survival. Sections 5, Conditions governing use of public rights-of-way, and 6, Indemnification, shall be in addition to any and all other obligations and liabilities the Company may have to the City at common law, by statute, or by contract, and shall survive the City's Master Permit to the Company for the use of the City rights-of-way. This Ordinance is binding upon the successors and assigns of the Company and all privileges, as well as all obligations and liabilities of the Company shall inure to its successors and

assigns.

Section 15. Assignment.

A. This Master Permit shall not be sold, leased, assigned, or otherwise alienated without the express consent of the City, and no rule of estoppel shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this section. The City agrees not to withhold consent where the Company demonstrates that the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger of or with an entity controlled by, controlling, or under the common control of the Company, there being no other change in the resulting entity's ability to meet its master permit obligations hereunder. Such consent may be granted by the City Administrator and this Master Permit may be administratively amended to reflect any such changes. without the need for further City Council action or amendments to the adopting Ordinance.

B. The City reserves the right to invoke any or all provisions of this master permit upon the Company's successors or assigns, judgment creditors, or distributors of facilities or property used in enjoyment of privileges conferred herein, whether or not stated elsewhere, all without waiver of the right to withhold consent not expressly given of any such transfer and/or require a new master permit or license. This includes, but may not be limited to, requirements for filing or establishing with the City the insurance certificates, security fund and performance bond as required pursuant to this master permit and paying all direct costs to the City related to the transfer or assignment.

C. The Company shall not permit installations by others in the permitted areas, without written approval from the administrator. Such approval shall not be in lieu of a master permit or license or other requirements of the City. Whether or not permitted, the Company shall remain responsible for all third-party users permitted or allowed by the Company for compliance with this master permit. The intent of this provision is to require third parties, who might otherwise desire to use the Company's facilities, to also comply with applicable City requirements regarding master permits or right-of-way permits.

Section 16. Notice. Any notice, except a notice under Section 5.C.4, required or permitted by this Master Permit must be sent to the addresses specified below return receipt requested. Notice is deemed delivered three (3) days after it was deposited in the United States mail addressed to the party to whom such notice is given. This Master Permit may be administratively amended to update this contact information as needed without the need for City Council action or amendments to the adopting Ordinance.

CITY OF LAKE FOREST PARK
City Administrator
17425 Ballinger Way N.E.
Lake Forest Park, WA 98155

MCLEODUSA TELECOMMUNICATIONS
SERVICES, LLC
Franchise/Easements
4005 N. Rodney Parham Road
Little Rock, AR 72212

With a copy to:
Attn: Legal
2101 Riverfront Dr.,
Little Rock, AR 72202

Section 17. Term. The term of this Master Permit shall be as set forth in the Ordinance approving, renewing, or restating this Master Permit.

EXECUTED this ____ day of _____, 2026.

City of Lake Forest Park

**McLeodUSA Telecommunications
Services, LLC**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

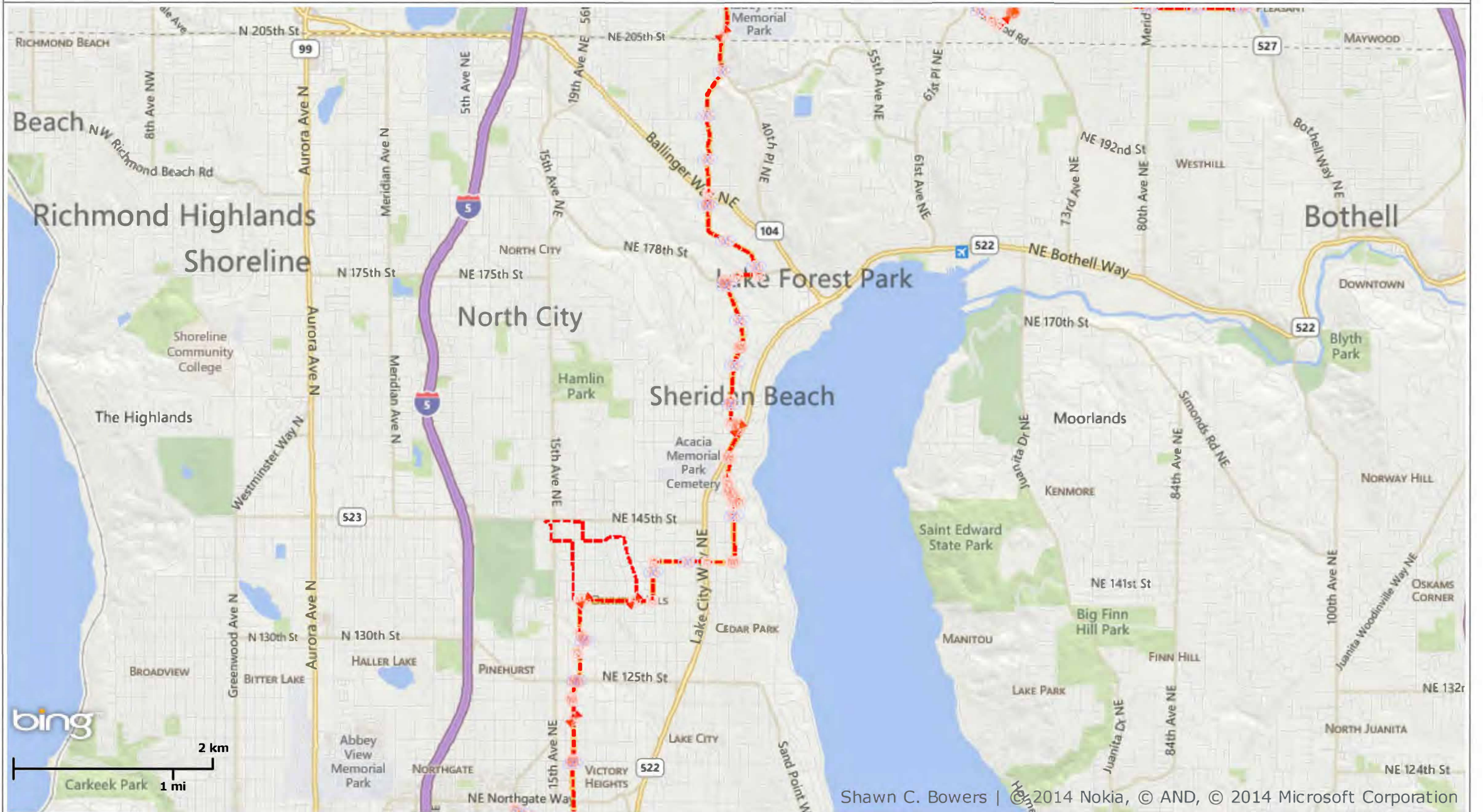
Date: _____

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney



Shawn C. Bowers | © 2014 Nokia, © AND, © 2014 Microsoft Corporation



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	July 23, 2026
Originating Department	Municipal Services
Contact Person	Matt McLean, City Clerk
Title	Appointing Members to the Pro and Con Committees for the Proposition 1, Public Safety Services Levy Lid Lift, on the November 3, 2026 General Election Ballot

Legislative History

- Thursday, June 25, 2026 – City Council Regular Meeting
- Thursday, July 23, 2026 – City Council Regular Meeting

Attachments: None

Executive Summary

State law (RCW 29A.32.280) requires the City Council to appoint committees of up to three members each to prepare statements in favor of (“Pro”) and in opposition to (“Con”) Proposition 1 for inclusion in the King County Local Voters’ Pamphlet. Requests for volunteers were solicited from the community, and staff received two names for the pro and con committees. Staff recommends appointing Marty Ross to the Pro Committee and T.J. Fudge to the Con Committee.

Background

On June 25, 2026, the City Council approved Resolution 26-2084, which submits Proposition 1, a temporary levy lid lift to fund Police and Public Safety Services, to voters on the November 3, 2026, General Election ballot. Under RCW 29A.32.280, the legislative authority must officially appoint Pro and Con committees. Each committee can have no more than three members, but may consult others. These committees will also have the chance to submit rebuttal statements. Committee appointments are due to the KC Elections office on August 4, 2026.

Fiscal & Policy Implications

None. Appointment of committee members has no fiscal impact

Staff Recommendation

Move to appoint the following individuals to the Pro and Con Committees for Proposition 1:

Pro Committee (1 member):

- Marty Ross

Con Committee (1 member):

- T.J. Fudge

Alternatives

<i>Options</i>	<i>Results</i>
• Appoint pro and con committees	Appointed members will write and submit to the KC Elections office statements in support and opposition to Proposition 1.
• Do not appoint committees	KC Auditor will solicit for committee members.

WHEN RECORDED, RETURN TO:

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

Document Title: UTILITY EASEMENT

Grantor(s): Erin Campbell

Grantee: City of Lake Forest Park, a Washington municipal corporation

Legal: PARCEL A LAKE FOREST PARK SP REC NO. 7704250681

Additional Legal Description: Exhibit A & B

Assessors No: 401930-0309

UTILITY EASEMENT

1. THE GRANTORS, **Erin Campbell**, as her separate estate ("Grantors"), own the real property legally described in the attached and incorporated Exhibit A (the "Property"). For and in consideration of the sum of One Dollar and other valuable consideration, receipt and sufficiency of which is acknowledged, hereby grant and convey to THE GRANTEE, City of Lake Forest Park, a Washington municipal corporation, its successors, assigns and franchisees authorized to use the Easement Area (the "City") a Utility Easement (the "Easement") over a portion of the Property.

2. The Easement is a permanent utility easement over, across, along, in, upon and under the portion of the Property legally described in the attached and incorporated Exhibit A and depicted in Exhibit B (the "Easement Area").

3. The City, its successors, assigns, and franchisees shall have the right, without prior institution of any suit or proceeding at law, at times as may be necessary to enter upon the Easement Area to install, construct, improve, remove, alter, repair, energize, operate and maintain overhead electric distribution facilities, which include but are not limited to: overhead wires, poles, anchors and any other necessary appurtenances thereto (the "Facilities"), together with the right of ingress and egress from the Easement Area for the Easement purposes.

4. The City, its successors, assigns, and franchisees shall also have the right at all times to cut, trim, and remove brush, trees or other plants standing or growing upon the Easement Area, which in the opinion of the City, its successors, assigns, and franchisees interfere with the maintenance or operation of, or constitute a menace or danger to, the Facilities.

5. Grantors reserve all right, title and interest which may be used and enjoyed without interfering with the Easement rights conveyed to the City, its successors, assigns, and franchisees. Grantors are prohibited from the following actions because they interfere with the Easement rights conveyed: erecting a structure, building, or fire hazard within the Easement Area; blasting or discharge of explosives within fifty (50) feet of the Facilities; digging, filling, tunneling, or other form of construction activity within the Easement Area or the Property that will disturb or damage the Facilities, unearth or undermine the Facilities, increase the cost of maintenance or repair of the Facilities, or endanger the lateral support to said Facilities. If Grantors interfere with the Easement rights, Grantors shall be obligated to restore the Easement Area at Grantor's expense and pay for any damage resulting to the Facilities.

6. The City, its successors, assigns, and franchisees shall, if either the Property or Easement Area is disturbed by the maintenance, removal, repair or replacement of the Facilities by the City, its successors, assigns, and franchisees, restore the surface of the Property or Easement Area as nearly as possible to the condition in which it existed at the commencement of maintenance, removal, repair or replacement by the City its successors, assigns, and franchisees.

7. The City, its successors, assigns, and franchisees shall protect and save harmless Grantor from and against any and all claims, demands, loss damage, expense and liability of every kind and description and for any damage to or loss or destruction of Property suffered by Grantor, or by any persons, firms, or corporations, because of the Grantee's negligent installation, operation or maintenance of the Facilities; provided, however, that this hold harmless shall not apply to Grantors' negligence, or to any damage or injury resulting from violation of Section 5 herein.

8. The Grantors warrant that they have good title to the Property and warrant the City, its successors, assigns, and franchisees title to, and quiet enjoyment of, the Easement conveyed.

9. Grantor reserves all right, title and interest which may be used and enjoyed without interfering with the Easement rights conveyed.

10. Should Grantors, their heirs or assigns; or the City, its successors, assigns or franchisees institute suit to enforce any covenant or right granted herein, the prevailing party shall recover its costs of litigation, including a reasonable attorney's fee.

11. The covenants contained herein are intended to and shall run with the land and shall benefit and bind the parties and their respective heirs, successors and assigns.

DATED this July day of 17, 2026

Grantor(s):


Erin Campbell

DATED this _____ day of _____, 20__.

Grantee: City of Lake Forest Park

Tom Frencgm Mayor of Lake Forest Park

WASHINGTON)
)SS
County of King)

I certify that I know or have satisfactory evidence that Erin Campbell, to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED this 17 day of July, 2026

Signature: 

Notary Public in and for the State of Washington

Notary (print name): Alexander Joseph Kraus

My commission expires 04-06-2029



EXHIBIT "A"
Description of Utility Easement

A TRACT WITHIN THE FOLLOWING DESCRIBED PARCEL;

PARCEL A, CITY OF LAKE FOREST PARK SHORT PLAT, RECORDED UNDER RECORDING NO. 7704250681. RECORDS OF KING COUNTY WASHINGTON;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON;

SAID TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL;
THENCE NORTH 84°27'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 12.00 FEET;
THENCE SOUTH 40°37'50" EAST, A DISTANCE OF 10.26 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 44°46'45" EAST, A DISTANCE OF 13.77 FEET;
THENCE SOUTH 52°53'08" WEST, A DISTANCE OF 1.00 FEET TO A POINT HENCEFORTH TO BE KNOWN AS POINT 'A';
THENCE NORTH 40°37'50" WEST, A DISTANCE OF 13.67 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH;

COMMENCING AT THE AFOREMENTIONED POINT 'A';
THENCE SOUTH 40°37'50" EAST, A DISTANCE OF 25.05 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 52°53'08" EAST, A DISTANCE OF 2.83 FEET;
THENCE SOUTH 44°46'45" EAST, A DISTANCE OF 73.14 FEET;
THENCE NORTH 79°24'55" EAST, A DISTANCE OF 89.90 FEET;
THENCE SOUTH 43°22'51" WEST A DISTANCE OF 0.21 FEET TO THE NORTHERLY RIGHT OF WAY MARGIN OF NE 184TH STREET, AND THE BEGINNING OF A NON-TANGENT CURVE LEFT, HAVING A RADIUS OF 240.38 FEET, THE CENTER OF WHICH BEARS SOUTH 16°26'15" EAST;
THENCE WESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 7°43'32", AND AN ARC DISTANCE OF 32.41 FEET;
THENCE SOUTH 79°58'43" WEST, A DISTANCE OF 56.37 FEET;
THENCE NORTH 53°14'23" WEST, A DISTANCE OF 28.88 FEET;
THENCE NORTH 41°14'19" WEST, A DISTANCE OF 50.02 FEET TO THE **POINT OF BEGINNING**.

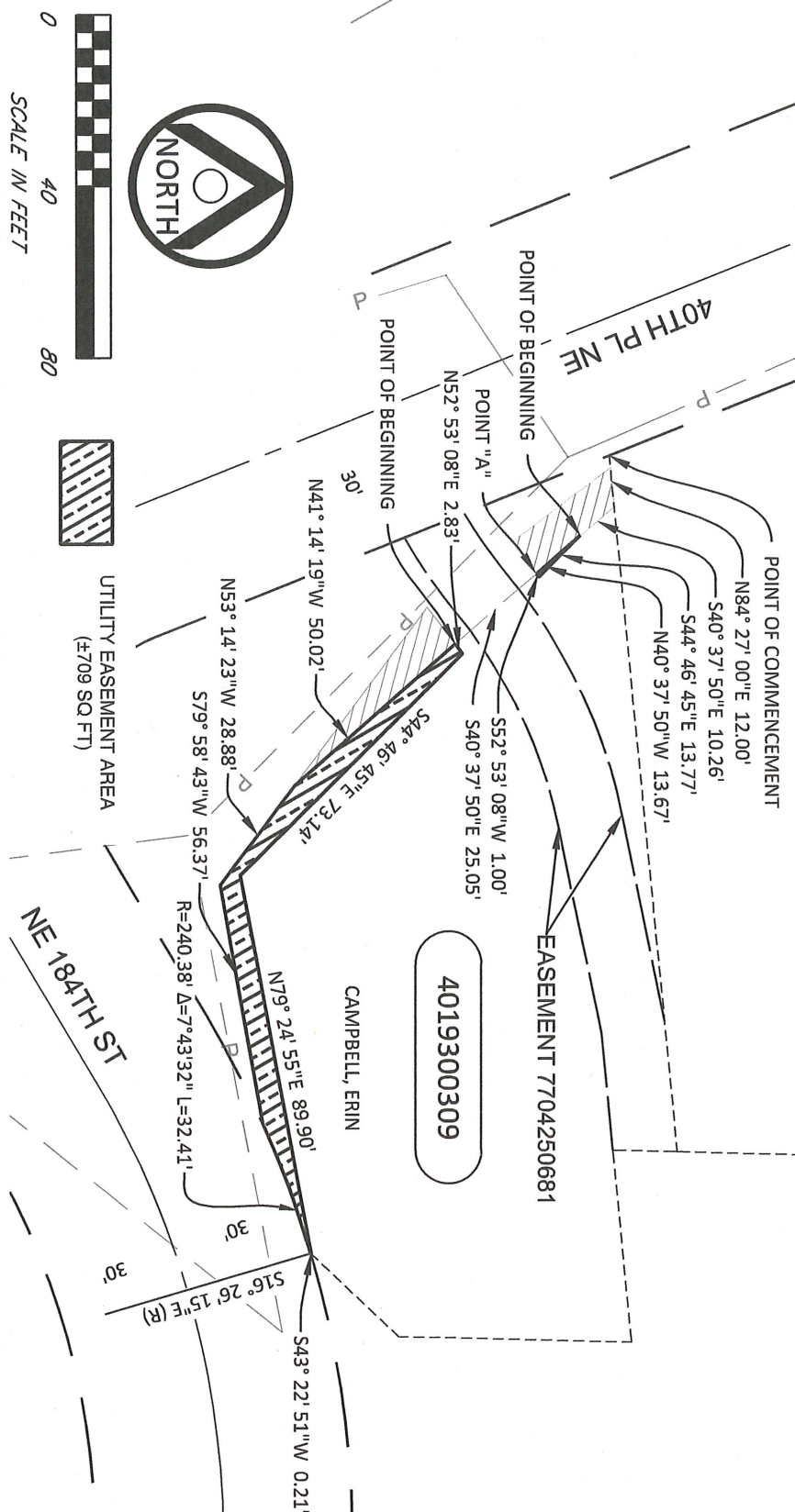
CONTAINING 709 SQUARE FEET, MORE OR LESS.

06/24/2026



EXHIBIT "B"

SEC. 10, T. 26 N., R. 4 E., W.M.



SR-104 ROUNDABOUT
PROPOSED UTILITY EASEMENT AREA
PARCEL NO. 4019300309

DRAWN BY: M. MULLENIX

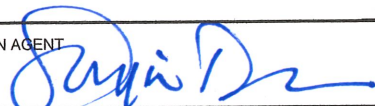
DATE: 06-24-2026

Atlas Technical Consultants, LLC
3600 Port of Tacoma Road, Suite 512
Tacoma, WA 98424

Ph: (425) 598-2200

ATLAS

REAL PROPERTY VOUCHER

AGENCY NAME City of Lake Forest Park Public Works Department 17425 Ballinger Way NE Lake Forest Park, WA 98155		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT	DATED
GRANTOR OR CLAIMANT (NAME, ADDRESS) Erin Campbell 18410 40th PI NE Lake Forest Park, WA 98155		X 	7/17
PROJECT NO. AND TITLE SR 104 and 40 th Place NE, Roundabout Project		X	
FEDERAL AID NO.	PARCEL NOS. 40190-0309-03		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
UTILITY EASEMENT 710 SF		+	\$4,438.00
IMPROVEMENTS:		+	
DAMAGES:			
Cost to Cure		+	
Proximity		+	
Other		+	
SPECIAL BENEFITS			
JC (Just Compensation) Amount - Rounded			\$4,500.00 (R)
REMAINDER:			
Uneconomic Remnant		+	
Excess Acquisition		+	
DEDUCTIONS:			
Amount Previously Paid			
Performance Bond			
Salvage Amount			
Pre Paid Rent			
Other			
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:			
		+	750.00
ACQUISITION AGENT	DATE	Voucher No.	TOTAL AMOUNT PAID
	7/17/26		\$4,500.00
AUTHORIZED AGENT FOR AGENCY	DATE		

City Administrator Report City of Lake Forest Park

Date: July 23, 2026

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

From July 1 - July 15, 2026, Lake Forest Park Police Department Patrol Officers, Detectives, and Support Services Officers responded to a total of 425 calls for service. These calls included both incidents dispatched by NORCOM and officer-initiated activities. The breakdown below summarizes the types of calls handled during this reporting period:

- 34 Behavioral Health Incidents
- 6 Disturbances
- 3 Domestic Violence Incident
- 1 DUI
- 2 Hit & Runs
- 2 Motor Vehicle Thefts
- 1 Suicide/Suicide Attempts
- 13 Suspicious Incidents
- 7 Thefts/Forgeries
- 1 Trespass
- 1 Drug Investigation
- 6 Warrant Arrests
- 50 Requests for assistance (by community members, fire department, other police agencies, etc.)
- 187 Traffic stops, traffic accidents and traffic related calls
- 111 Miscellaneous calls (alarms, foot patrol, property lost & found, animal problem, etc.)

On Saturday July 11, the LFP Police Department and Public Works hosted the “2026 Safety Day”. The event was a tremendous success, with hundreds of smiling kids and parents coming together for a fun, interactive day focused on safety and community.

The kids had an amazing time racing through the bicycle and tricycle course, sharpening their soccer skills at the inflatable target, exploring our patrol vehicles and fire department apparatus, and climbing aboard Public Works tractors and backhoes. There was truly something for everyone to enjoy.

A special thank you goes to the Lake Forest Park Rotary for their generous support. Their contribution allowed us to provide hundreds of bicycle helmets and water safety vests to local families, helping keep our community's children safer both on land and in the water.

Our officers and city employees had a great time meeting and interacting with everyone who attended. Events like these are a great reminder of the strong partnerships that make Lake Forest Park such a wonderful community.



Lake Forest Park



Traffic Safety

**The numbers below are approximate*

Traffic Collisions	4
Hit and Run	2
Cell phone	5
HOV	12

Fleeing Motorcycles:

- On July 5, a motorcyclist was observed with no plates and lights not properly working. When the officer attempted to pull them over, the driver pulled onto the left side of the road on SR522, then as soon as the light turned green, the motorcyclist fled onto southbound SR522 into Seattle. A pursuit was not initiated.

1, 2, 3... strikes you're out!

- A vehicle with expired registration was pulled over. Upon investigation, the officer found the plate did not match the vehicle, they had not transferred the title and found suspected methamphetamine.
- Driver was stopped for suspended license. Upon investigation, the officer found the driver had not transferred the title, had an active warrant and no insurance.
- 2 separate vehicles were stopped for no license plate. Drivers were arrested for making false statements and a suspended license.

Collision:

- On July 11 at approximately 1100 hours, a driver traveling westbound on NE 178th St. may have had a possible medical emergency causing them to pass out at the wheel and crashing into the ditch.
- On July 10, a vehicle pulling out onto Bothell Way collided with another vehicle, causing one of them to flip over. During the collision, both eastbound lanes were blocked.

E-Bikes:

- King County Trails has posted E-Bike yard signs on the Burke Gillman trail to help educate riders on the new law in effect as of June 11. The Neighborhood Traffic Calming team has requested more signs from King County to place within Horizon View Park as we continue to move forward in developing and implementing our E-Bike education and enforcement plan.

PUBLIC WORKS

✧ Shiny New Guardrail

If you've driven along **NE 178th Street (Goat Trail)** recently, you may have noticed a little extra shine. Public Works completed repairs to the guardrail, helping keep this roadway safe for everyone. Please do your part by driving carefully — we'd like to keep the new guardrail looking this good for a long time!



🌀 LFP Rock Garden!

During **Safety Day**, kids and adults alike stopped by the Public Works booth to unleash their creativity by painting colorful rocks with Jessica, our Public Works administrative assistant. The finished masterpieces are now proudly displayed in our **mini rock garden** inside the lobby **at City Hall**, adding a little extra color and joy to everyone's day. If you're visiting City Hall and would like to contribute your own happy rock, we'd love to have it! Feel free to paint a rock and add it to the garden—the more smiles, the merrier. Stop by and see if you can find your favorite creation!



Keeping Things Comfortable at City Hall

Not all Public Works projects happen outdoors! Our team has been tracking down a stubborn HVAC issue serving the Police Department at City Hall. The problem has been identified, replacement parts are on the way, and we're looking forward to getting everything back to normal. Keeping our first responders comfortable helps them stay focused on serving the community.

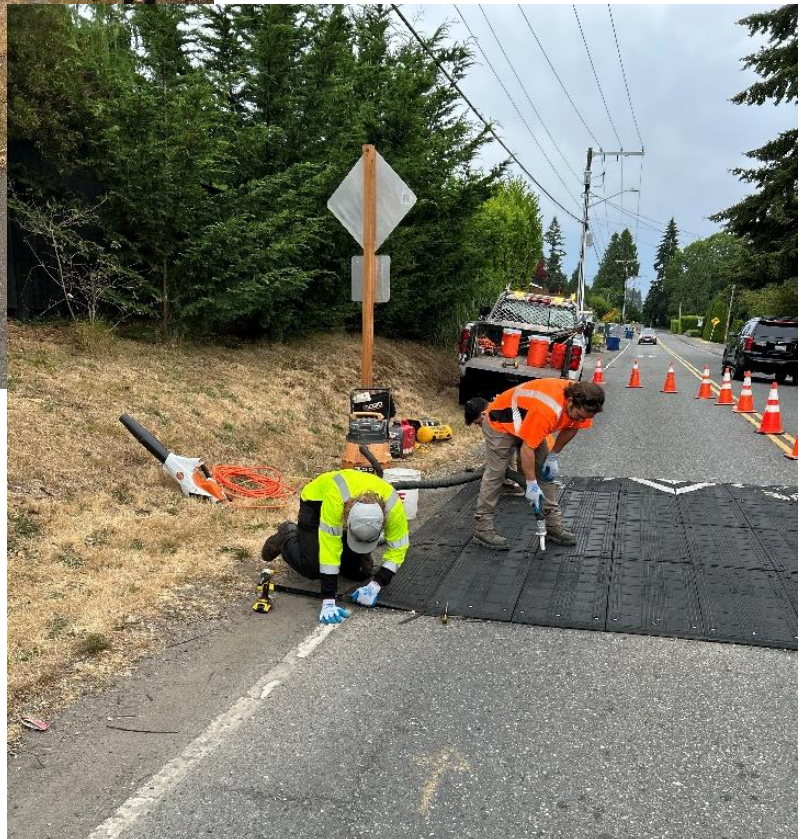
Horizon View Trail Gets an Upgrade

Work continues on the **Horizon View Trail Rehabilitation Project**, where our crews are testing an innovative approach to trail construction. The project includes specialty structural root protection materials designed to support the trail while giving tree roots the space they need to grow. The PW team used an air excavator to expose roots without damaging or removing them. If the pilot performs well, it could become a great solution for other locations around the city where healthy trees and pavement compete for the same space. It's a win for both trail users and our urban forest.



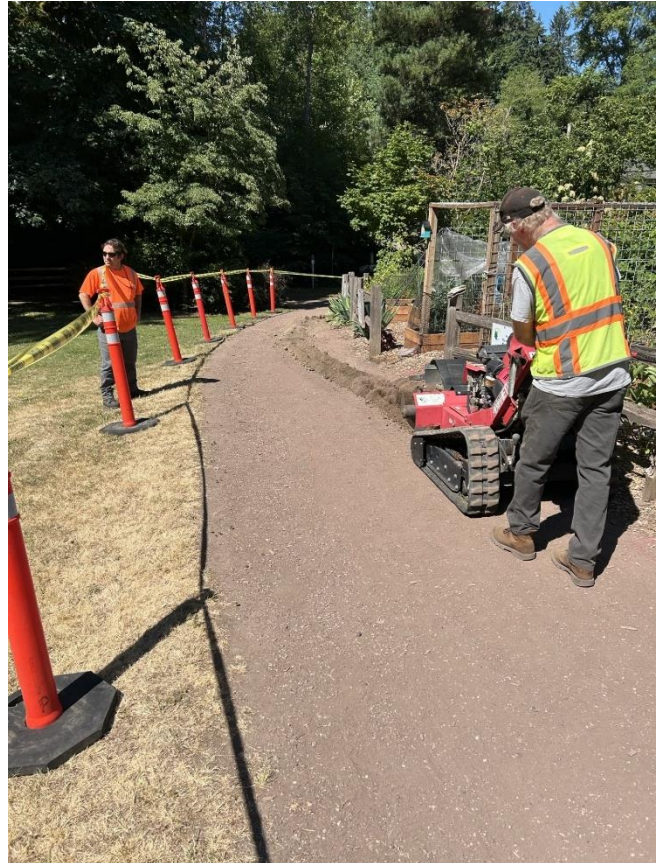
Speed Humps Get a Second Life

One city's surplus is another city's opportunity! The **City of Edmonds** is in the process of upgrading some temporary speed humps to permanent traffic tables and generously donated the reusable speed humps to Lake Forest Park. Our Public Works crews set up traffic control, removed the donated mats, and transported them for future use as part of our upcoming roundabout project. It's a great example of agencies working together to save taxpayer dollars while improving traffic safety.



Animal Acres Gets a Drink!

The gardens at **Animal Acres Park** are getting a helping hand thanks to a collaboration between Public Works crews and the **Master Gardeners Association**. Together, they installed new irrigation lines that will provide more efficient and reliable watering for the beautiful gardens the volunteers work so hard to maintain.



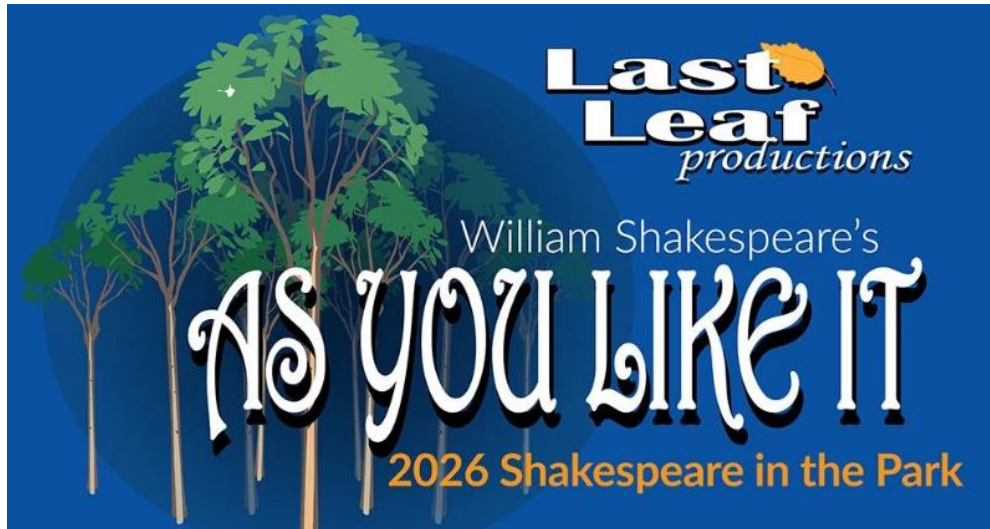
🚚 New Ford F-550 Work Truck Arrived Monday

The arrival of the new Ford F-550 work truck, equipped with a dump bed, snowplow, and sander insert, strengthens the City's ability to maintain safe and reliable streets throughout the year. This versatile addition to the Public Works fleet provides crews with the tools needed to efficiently respond to rain, snow, and ice, improving roadway safety and supporting timely street maintenance operations.

**PASSPORT SERVICES**

June this year saw a slight decrease in passport services from the same period in 2025. This year, agents processed 460 passport applications and took 278 pictures bringing in \$22,780. June 2025 brought in \$27,645 from 524 applications and 357 pictures.

II. Internal City Information**III. Council Information****IV. Response to Citizen and Council Comments**

V. Contract Reporting**VI. Legislative Update****VII. Community Events****Saturday, August 8, 2026**

3:30 PM 4:30 PM

Pfingst Animal Acres Park

VIII. Upcoming City Sponsored Events**IX. Meetings Calendar**

Parks and Recreation Advisory Board Meeting (hybrid meeting)

August 4, 2026, 4:00 PM - 6:00 PM

City Hall and via Zoom

Tree Board Meeting (hybrid meeting)

August 5, 2026, 7:00 PM - 9:00 PM

City Hall and via Zoom

Planning Commission Meeting (hybrid meeting)

August 11, 2026, 7:00 PM - 9:00 PM

City Hall and via Zoom

City Council Work Session (hybrid meeting)
August 13, 2026, 6:00 PM - 7:00 PM
City Hall and via Zoom

City Council Regular Meeting (hybrid meeting)
August 13, 2026, 7:00 PM - 9:00 PM
City Hall and via Zoom

North King County Coalition on Homelessness
August 20, 2026, 1:00 PM - 2:30 PM
More Details

**ARÊTE LAW GROUP**

Kevin Rosenfield
krosenfield@aretelaw.com
Direct: (206) 428-3259

600 University Street
Suite 2420
Seattle, WA 98101
Office: (206) 428-3250

July 16, 2026

VIA EMAIL ONLY

City of Lake Forest Park
Attn: Rebecca Dickinson
17425 Ballinger Way NE
Lake Forest Park, WA 98155
rdickinson@cityoflfp.gov

Re: Engagement of Arete Law Group

Dear Ms. Dickinson:

Thank you for retaining Arete Law Group PLLC to represent City of Lake Forest Park (“the Client” or “you”). We look forward to working with you.

This letter establishes the terms of our engagement as legal counsel. If you have any questions or concerns regarding this letter, please contact me to discuss them.

Our firm will use its best efforts in representing you in this matter. In exchange for our services, the Client agrees to pay us for time expended on the case and for any costs we advance on its behalf.

Please be advised that the attorney-client relationship is between Arete Law Group and the Client, and Arete Law Group does not represent the Client’s employees in their individual capacity. Should future matters arise between you and the Client, you may need to seek individual legal representation. Any discussions we have in your capacity as owner, officer, director, manager or other official representative of the Client will, of course, be subject to attorney-client privilege.

The Scope of the Representation

As we have discussed, the scope of our Client representation will include advice and representation regarding its dispute with Accord Contractors. Should the Client or Arete Law Group desire to modify the scope of work to be performed, each will execute an amendment to this engagement letter.

Conflicts of Interest

The Washington State Bar Association and the Rules of Professional Conduct require that we check for conflicts of interest based upon information you provide. At this time Arete Law Group has identified no present conflicts of interest. Because circumstances change, we all must be continually alert to any developing conflicts. Please call us immediately once you recognize a conflict or potential conflict.

Work Assignments

Although you will be our initial Client contact, we may also work with other Client members or representatives, if appropriate. If you prefer that we only communicate or report to particular people, please advise in writing. Absent that, we will assume that the Client representative is authorized to direct us and that he or she will disseminate our advice to all appropriate Client levels.

Deposits

At this time, we will not require an advance fee/cost deposit from you. If we anticipate that significant costs likely will be incurred at some stage of the proceedings, we may ask you either to advance the costs to us (for direct payment made by us to third parties) or to pay the costs directly (upon prior approval made by us of third-party invoices). In addition, should this matter proceed to trial, we reserve the right to require an additional advance fee deposit ("Trial Retainer") as a condition of representation. We will discuss these situations with you if they arise.

As a general practice, and consistent with our ethical and fiscal responsibilities, we will deposit any retainers, advance fees, and other client funds of modest amount(s) or that we will hold only for short periods of time, in a pooled interest-bearing trust account called an IOLTA account, a statewide procedure approved by the Supreme Court of Washington. The interest accruing in the IOLTA account, net of transaction costs, is paid to the Legal Foundation of Washington as established by the Supreme Court. The interest is not taxable to clients; rather the Legal Foundation uses it to assist in providing representation to persons who cannot otherwise afford it. You may request in writing that we establish a separate trust account for your funds. The interest earned on such an account, net of the financial institution's charges, will be deposited in the account and taxable to you.

Fees

We determine our fees by multiplying the number of hours worked on your behalf by the hourly rates of the attorneys, paralegals and/or legal assistants who provide services to you. I will be the attorney in our office primarily responsible for your case. My rate for this matter is \$495 per hour. The rate for my colleague, Lisa Herb, for this matter is \$400 per hour. Whenever reasonable economies can be achieved, and consistent with effective representation, we will use paralegals, whose hourly rates are lower than attorneys, to reduce your costs and expenses. The paralegal rate for this matter is \$220 per hour. Our hourly rates are reviewed annually and may increase during the course of this engagement, typically on January 1. After reasonable notice to you, you agree to pay our hourly rates (as adjusted) for all legal services provided.

Our clients sometimes request estimates of anticipated fees for a particular matter. The estimates we render are not a guarantee of the maximum fee, and events often occur which substantially alter our predictions. Actual fees may exceed any estimates given.

Costs

Costs advanced consist of all out-of-pocket expenditures we will make on your behalf, such as payment of filing fees, deposition costs, messenger services, travel expenses, and the like. By engaging Arete Law Group you agree that, except to the extent otherwise agreed to in writing, we will function as your agent and will have authority to incur such costs as deemed by us to be necessary in rendering services to you. These costs are incurred on your behalf and you are responsible for their payment. We do not charge for incidental copying (such as file copies and copies for office use). When it is necessary to do larger copying projects (normally more than fifty or so pages) we will either send the project to an outside copying

company (and charge you the actual invoice cost) or do the copying in our office at our actual cost. All costs will be itemized by category in each invoice. We do not assess any handling charges or mark-ups on costs advanced. If your case requires the services of experts, consultants, or other outside vendors, we may elect at our discretion to have you pay their bills directly. If this is the case, you agree to pay those bills promptly upon receipt to prevent delay in necessary services on your behalf or additional charges for late payment.

In most cases, during the discovery process electronic information will be exchanged between the parties. In order to efficiently process and review this information, we employ an outside vendor to provide database services. In the event this matter requires a database, an estimate of the specific costs will be provided to the Client prior to establishing the database.

Invoices

We will invoice you monthly for services rendered and costs advanced on your behalf. If you have questions or concerns about an invoice, please bring them to my attention within 30 days of the date of the invoice. If you have not raised a question within that time period, we will assume that you have no questions regarding our statement and that you acknowledge the amount to be correct and owing. Monies are due and payable within 30 days of the date of the invoice. Any invoiced amounts that are not timely paid shall bear interest at the rate of one percent (1.0%) per month or the maximum allowed by law, whichever is less, until paid. We may withdraw from the representation, after reasonable notice, if invoices are not paid when due.

Arete Law Group utilizes electronic invoicing. Monthly invoices will be sent to the following designated email address(es):

If you would prefer to receive invoices via standard U.S. mail in addition to the electronic copy, please include your mailing address below:

Name: _____
Address 1: _____
Address 2: _____
City, State, Zip Code: _____

You may change the designated email or mailing address at any time by notifying Arete Law Group at accounting@aretelaw.com. Please note it may take up to one billing cycle for the change to become effective in our system.

Payments

Arete Law Group accepts payment by check, ACH, eCheck and credit or debit card. For ACH account information, please email your request to accounting@aretelaw.com. There is no charge for payments made by ACH or with a debit card. A credit card processing fee of 2.95% will be added to any credit card payment made by Visa, Mastercard or Discover. Beginning January 2, 2026, a credit card processing fee of 3.75% will be added for any credit card payment made by Amex as an offset of the increased expenses we incur to facilitate such payments. The surcharge amount may change during the course of our representation but will never exceed the actual amount charged to the firm per transaction.

If you utilize a billing portal for submission and payment of invoices, please provide the required account set up information and billing guidelines prior to the close of the first billing cycle to accounting@aretelaw.com.

Payment will be for professional services provided by Arete Law Group and related expenses as detailed on said invoice.

If your account becomes delinquent and the delinquency continues without an arrangement for payment satisfactory to us, we may withdraw from further representation and/or pursue collection of your account. If your account becomes 60 days past due, you agree we may suspend further legal work until your account is brought current.

Communications

You hereby grant Arete Law Group permission to contact you via phone calls, text messages, and emails for purposes related to our representation of you, including, but not limited to, case updates, appointment scheduling, billing and other communications. You acknowledge and consent that such communications may be made using automated systems or prerecorded messages where applicable. You understand that standard messaging and data rates may apply and agree to notify Arete Law Group in writing if you wish to revoke or modify this consent.

No Guarantee of Outcome

We do not and cannot guarantee the outcome of any matter. We may express our opinions and views concerning claims, defenses and strategy, and potential anticipated results we may expect. Any such statement is intended solely to be an expression of opinions, views and beliefs, based on information available at the time, and is not and should not be construed as a guarantee of any kind.

Arbitration

As a material part of our agreement the Client and Arete Law Group agree that in the event any dispute arise between us as to unpaid billings for fees and costs or any other matter relating to our representation of you, such dispute shall be resolved by final and binding arbitration conducted in Seattle, Washington, administered by and in accordance with the then-existing JAMS Comprehensive Arbitration Rules and Procedures. The arbitrator's fees and other administration fees, if any, shall be borne equally by the parties. The state or federal courts in Seattle, Washington shall be the exclusive venue for any motion to confirm or vacate any arbitration award. The terms and provisions of this engagement letter, as well as our respective rights and obligations hereunder, shall be construed pursuant to and in accordance with the laws of the State of Washington. Naturally, we do not expect that any of the provisions of this paragraph will have to be applied to you and look forward to a wholly amicable relationship.

Information

You understand that the accuracy and completeness of any document or presentation prepared by us is dependent upon the accuracy of information submitted by you to us. To that end, you agree to review all such information for its accuracy and completeness prior to supplying it to us. You further represent that any material, information, reports, and financial statements, whether rendered orally or in writing, furnished to us by you will be accurate, and that we may rely upon the truth and accuracy of such information.

Insurance Coverage

With respect to any legal dispute, there may be insurance coverage available to cover all or a portion of your legal expenses and/or any judgment against you. Our scope of representation does not include determining whether insurance coverage applies in any way to the matters in which we are providing you representation. Nor does our scope of representation include advising you about your rights under any insurance policy. We encourage you to investigate potential insurance coverage and to contact your insurance company or insurance broker to determine if there may be coverage available. Should you determine that such insurance coverage is available to you, please inform us at your earliest convenience. Please be aware that obtaining coverage may depend on prompt notification to the insurance company, so it is important that you not delay your investigation of any potential insurance coverage.

Document Retention Policy

At the conclusion of our services on the matter to which this Engagement Agreement is applicable and per our obligations, we will maintain an electronic copy of your file for a period of three (3) years ("Retention Period"). You may request a copy of your file at any time prior to the end of the Retention Period. If you prefer to receive a hard copy of your file, reasonable printing and copying charges may apply.

Any original documents provided to the Firm during the course of our representation of you will be returned to you at the close of our representation. If you believe we are in possession of additional original documents not already returned to you, it is your responsibility to contact the Firm in writing within 30 days of the close of our representation and/or the return of the original documents. Otherwise, any remaining hard copy documents may be destroyed.

At the expiration of the Retention Period the electronic copy of your file may be destroyed unless you request we store it longer. If you wish us to store the file for longer than our normal Retention Period, you must give us written notice of that request within 30 days of the close of representation. Please note that you are responsible for keeping us informed of any change to your contact information during the ensuing time period. At the expiration of the extended Retention Period, we will contact you regarding retaining or destroying your file. If we are unable to reach you after reasonable attempts, we will retain or destroy your file in accordance with the Firm's policy and our obligations.

Excluded from the Retention Period and pursuant to our obligations, records of IOLTA trust transactions related to the matter to which this Engagement Agreement is applicable and/or original property maintained for your benefit will be retained for a period of seven (7) years.

Termination of the Attorney-Client Relationship

Both you and Arete Law Group have the right at any time to terminate the attorney-client relationship. If you decide to terminate the relationship you must notify us immediately of your decision in writing.

If we determine that we are no longer able to represent you, we must abide by the Rules of Professional Conduct, which apply to all attorneys in Washington. Circumstances covered by the Rules of Professional Conduct regarding withdrawal from representation include but are not limited to misrepresentation or failure by the client to fully inform the attorney regarding material facts, conduct by the client that is inconsistent with the attorney's advice, failure by the client to pay fees and/or costs, and a conflict of interest. If we believe a situation is developing that might require us to withdraw as your attorneys, we will make every effort to identify the situation and discuss it with you before making any

decision. If we decide to withdraw, we will immediately give you written notice to that effect. In the event of a termination you remain responsible for payment of any legal services or costs incurred to the date of the termination. If you decide to terminate our attorney-client relationship, you will also be responsible for service and costs necessary in concluding or transferring the matter on which we have been working for you.

If you have any questions, please let me know. If the foregoing terms and conditions are satisfactory, please indicate your agreement by signing and returning a copy of this letter to me.

Again, we appreciate your having retained our firm in this matter. We look forward to working with you.

Sincerely,

/s/ Kevin Rosenfield

Kevin Rosenfield

AGREED TO AND ACCEPTED:

Client Signature

By: _____
Printed Name

Its: _____
Position With Company

Dated: _____

AGREED TO AND ACCEPTED:

Client Signature

By: _____
Printed Name

Its: _____
Position With Company

Dated: _____

CLIENT CONTACT INFORMATION

Client or Representative's Name

Mailing Address

City State, Zip

Phone Number

Email Address (if different from the billing address above)

Addendum A

The following is Addendum A to the Engagement letter dated July 16, 2026, between Arete Law Group PLLC (Attorney) and the City of Lake Forest Park (City).

Insurance

Attorney shall maintain for the duration of this Agreement professional liability insurance with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Attorney shall provide Client with written notice of any policy cancellation within two business days of their receipt of such notice.

This policy shall contain provisions that Attorney's insurance coverage shall be primary insurance with respect to claims arising from Attorney's acts, errors, or omissions. Attorney shall furnish the City with a certificate of insurance evidencing the insurance requirements under this Agreement prior to sending its first monthly statement.

Statements

Attorney's monthly statements to the City shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Reimbursable costs shall be separately itemized.

Attorney shall submit all invoices electronically to rdickinson@cityofflp.gov with a copy to ap@cityofflp.gov.

The Attorney shall complete and return a W-9 to the City prior to or with the first invoice.

Business License

To the extent mandated by LFPMC 5.02.030, the Attorney shall obtain a City of Lake Forest Park Business License prior to performing any services and maintain the business license in good standing throughout the term of its Agreement with the City. Such business license shall not be required to the extent that Attorney operates from premises outside of the city and qualifies for an exemption under LFPMC 5.020.030(B)(7).

Notices

Any notice required under this Agreement will be addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party) and may be made via email, personal delivery, or recognized overnight courier (such as FedEx). All notices shall be effective upon the date of receipt.

Notices to the City:

City of Lake Forest Park
Attn: Rebecca Dickinson
17425 Ballinger Way NE
Lake Forest Park, WA 98155
rdickinson@cityofflp.gov

Notices to the Attorney:

Kevin Rosenfield
Arete Law Group PLLC
600 University Street, Suite 2420
Seattle, WA 98101
krosenfield@aretelaw.com

CITY OF LAKE FOREST PARK

Rebecca Dickinson

Rebecca Dickinson
Program Executive
Date: 07/17/2026

ARETE LAW GROUP PLLC



Kevin Rosenfield (Jul 17, 2026 12:22:41 PDT)

Kevin Rosenfield
Its:
Date: 7-17-26