



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, January 11, 2024 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

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

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

The City Council is providing opportunities for public comment by submitting a written comment or by joining the meeting webinar (via computer or phone) or by attending in person to provide oral public comment.

HOW TO PARTICIPATE WITH ORAL COMMENTS:

Sign up here <https://app.waitwhile.com/welcome/comment-sign-up> between 9:00 a.m. and 5:00 p.m. on the day of the meeting to provide Oral Comments during the meeting.

If you are in person at the meeting, 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.

If you are attending the meeting via Zoom, in order to address the Council during the Public Comment section of the agenda, please use the “raise hand” feature at the bottom of the screen. Oral comments are limited to 3:00 minutes per speaker. Individuals wishing to speak to agenda items will be called to speak first in the order they have signed up. The City Clerk will call your name and allow you to speak. Please state your name and whether you are a resident of Lake Forest Park. The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

<https://www.cityoflfp.gov/615/Hybrid-City-Council-Meetings> (use CTRL+CLICK to open this link)

Written comments for public hearings will be submitted to 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. Because the City has implemented oral comments, written comments are no longer being read under Citizen Comments.

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

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

AGENDA

1. CALL TO ORDER: 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. COUNCIL ORGANIZATIONAL MEETING

- A.** - Adopt City Council Governance Manual
- Election of Deputy Mayor and Vice Chair
- Appointment of Committee Chairs

5. PROCLAMATIONS

- A.** Martin Luther King Jr. Day

6. PUBLIC COMMENTS

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

7. 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.** December 14, 2023 City Council Special Meeting Minutes
- B.** December 14, 2023 City Council Regular Meeting Minutes
- C.** City Expenditures for the Period Ending December 28, 2023 (*prepaid*)
- D.** City Expenditures for the Period Ending January 11, 2024

8. ORDINANCES AND RESOLUTIONS FOR ACTION

- A. Resolution 24-1940/Authorizing the Mayor to accept the Department of Commerce Middle Housing Grant
- B. Resolution No. 24-1941/Authorizing the Mayor to execute the Local and Community Projects Program Grant Agreement Number 23-96643-117 with the State of Washington Department of Commerce for the Town Center to Burke-Gilman Trail Connector project.
- C. Ordinance 24-1287/Amending Chapter 2.30 of the Lake Forest Park Municipal Code, Salary Commission, to amend date reference for Salary Commissions first review of salaries and benefits.
- D. Ordinance 24-1288/Amending Chapter 9.06, Firearms and Dangerous Weapons

9. COUNCIL DISCUSSION AND ACTION

10. OTHER BUSINESS

11. COUNCIL COMMITTEE REPORTS

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

12. ADJOURN

FUTURE SCHEDULE

--Monday, January 15, 2024 City offices closed in observance of Martin Luther King, Jr. Day
--Monday, January 22, 2024 City Council Committee of the Whole Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
--Thursday, January 25, 2024 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

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.



City of Lake Forest Park

Governance Manual

**Resolution No. 1420
Approved May 22, 2014
Ratified June 12, 2014**

**Updated August 13, 2015
By Resolution No. 1503**

**Updated April 28, 2016
By Resolution No. 1555**

**Updated December 14, 2023
By Resolution No. 23-1937**

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Purpose

The purpose of this Governance Manual is to provide structure and guidance to the city council and administration and transparency to the citizens. The manual identifies the duties and roles played by elected council members, senior administrators, and citizen volunteers. The manual sets the expectations for civil conduct and clarifies the rules for council meetings.

The Governance Manual should be reviewed regularly and updated to adapt to changing circumstances.

Article 1: PRINCIPLES OF GOVERNMENT

1.1 Form of Government

The City of Lake Forest Park was incorporated in 1961 and operates as a non-charter code city with a Mayor-Council form of government. The Mayor and seven City Councilmembers are non-partisan elected officials who serve four-year terms. Municipal elections are held in November of odd-numbered years, and terms are staggered so that four positions are up for election every two years.

1.2 Legislative Branch

The City Council is the legislative body of the City. It enacts laws and regulations, establishes policy direction for the City, establishes tax and fee rates, adopts an Annual Budget, and approves payments of all City moneys.

1.3 Executive Branch

The Mayor is the chief executive and administrative officer and ceremonial head of the City. The Mayor is in charge of all departments and employees and has authority to designate assistants and department heads.

1.4 Judicial Branch

Lake Forest Park has its own Municipal Court, which is organized under [Revised Code of Washington \(RCW\) 3.50](#) as a limited jurisdiction court to hear misdemeanor crimes and civil infractions committed within its geographical boundaries. The Presiding Judge is appointed by the Mayor and confirmed by the City Council for a four-year term.

1.5 Guiding Principles

Guiding principles establish the values that Lake Forest Park elected officials, employees, and volunteers embody.

Collaboration

We achieve greater results through collaborative engagement of each other and the communities around us.

Equity

Our actions provide all people with access to a good quality of life.

Accountability

We are committed to addressing the concerns and priorities of Lake Forest Park through transparent community engagement, decisions, and actions.

Stewardship

We are effective, efficient, financially prudent, and innovative stewards of the public's resources and we strive to achieve sustainable results through continuous improvement.

Integrity

We uphold the high standards, skills, competencies, and integrity of our professions in doing the work of City government.

Article 2: LEGISLATIVE BRANCH

2.1 Organization of City Council

The Council shall, biennially in even years, elect a Chair and Vice Chair of the Council at its first regular Council meeting of the year.

2.2 Duties of the Council Chair

The Council Chair shall coordinate the business of the Council and is the primary liaison for the Council with the Mayor and City Administrator. The Chair's duties include, but are not limited to:

- A. Meet regularly with the Mayor and the City Administrator to review and approve Council agendas;
- B. Represent the Council at the Quarterly Commission Chairs meetings;
- C. Coordinate reporting on achievement of the Council's work plan;
- D. Serve as the Deputy Mayor and preside over meetings of the Council at which the Mayor is not present ([RCW 35A.12.110](#)); and
- E. Act as the City's ceremonial head in the Mayor's absence.

2.3 The Council Chair May Embody Other Leadership Roles

By consensus of its members, the City Council may assign other roles and duties to the Council Chair pursuant to the authority granted to the Council in [RCW 35A.12.120](#) for the conduct of Council business. In doing so, the City Council is providing for its own efficiency and is not delegating or ceding its corporate legislative authority to the Chair of the Council.

2.4 Duties of the Vice Chair

The Vice Chair shall exercise the duties, powers, and prerogatives of the Council Chair in the event of the Chair's absence.

2.5 Service on Regional Bodies

The Council designates by motion the individual(s) to serve in liaison roles based on the desire, qualifications, and skills of those interested. Councilmembers and the Mayor are encouraged to reach out to Council leadership to express interest in serving on regional bodies.

Council should discuss regional body applications in early Fall to be prepared to respond to calls for volunteers and nominations.

2.6 Council Commissions Liaisons

The Council designates, by motion, members to serve as liaisons to each of the Commissions. See Section 7.4 for a list of commissions.

Article 3: FUNCTIONING OF CITY COUNCIL

3.1 Importance of Open Public Meetings

Open and transparent governance is critical. The City and citizen commissions shall comply with the Open Public Meetings Act under Washington law ([RCW 42.30](#)).

3.2 Representatives of the City Act in Accordance with City Policies

It is a duty of City Councilmembers, the Mayor and City staff who represent the City to advocate positions that are consistent with the City Council's adopted or approved policies, projects, and plans. Should the circumstance occur in which a staff member is in a position of leadership in a professional association, the staff member shall make it clear as to which entity (the City or the professional association) is being represented. On occasions that an elected official is expressing the official's personal interest or that of another organization, the identity of the interest being expressed shall be made clear.

3.3 Council is Mindful of Limited Resources

Council expense reimbursement is limited by policy to budget and requires receipts. An annual Council Budget is determined each year during the Budget process.

3.4 Council Authorizes Certain Grant Applications Before Submittal

The Administration is authorized to submit grant applications that align with the goals and priorities of the City and adopted policy. If a grant would require material matching dollars affecting the current budget, impact policy, or require conditions inconsistent with current operations, the Administration will seek Council approval prior to applying. The Council may also initiate the process of pursuing a grant.

3.5 Volunteers Play an Important Role

Mayor will propose appointments to advisory committees, boards, and commissions. The Council will then interview and choose to confirm those appointees.

3.6 Cell phones

Cell phones are allowed in the Council Chambers when they are on silent or meeting mode. Cell phone calls will be answered outside the Council Chambers during meetings. In order to avoid the appearance of private discussions, elected officials shall refrain from using cell phones, including texting, during public meetings.

3.7 Council E-mail Policy.

E-mail viewed by four or more Councilmembers is not an appropriate venue for discussions of policy. Any e-mails, whether from a member of the Council or from City staff, that are to be viewed by at least four Councilmembers shall include a copy to the City Clerk so that they may be included as part of the City's official record.

Councilmembers shall not reply to all other Councilmembers or a quorum of the Council by e-mail to discuss policy; and, in no case, shall Councilmembers make decisions by e-mail.

Article 4: COUNCIL MEETINGS

The Council is required to act as a corporate body in a very transparent manner. All Council and Committee meetings are open to the public and have established rules for notification and process.

4.1 The “Three-Touch” Rule

Decision makers and residents of the City should have adequate time to thoughtfully consider the issues prior to final decisions. It is the intent of the Council that the Council and Administration should abide by the “Three-Touch Rule” whenever possible (unless an exception applies). The following procedural guidelines are designed to avoid “surprises” to the Council, Administration and the public.

Any pending request or proposal for adopting or changing public policy, ordinances, resolutions or directives which will require a decision of the City Council or Administration should normally “touch” (oral, written or any combination thereof) the decision makers at least three separate times. Quasijudicial matters and any subject discussed in Executive Sessions are excluded from the application of the “Three-Touch Rule.” Touches may generally include city council meetings, work sessions, and committees of the whole.

It is recognized that the hands of decision makers should not be tied unnecessarily. Unexpected circumstances may arise wherein observance of the “Three-Touch Rule” is impractical or unnecessary, for example, for noncontroversial or time-sensitive matters. However, when unusual circumstances arise which justify a “first discussion” decision, the persons requesting the expedited decision should also explain the timing need. The “Three-Touch Rule” excludes staff reports and other general communications not requiring a future Council decision.

4.2 City Staff – Attendance at Meetings

Attendance at meetings by City staff shall be at the discretion of the Mayor. It is the intent of the Council that the Mayor schedule adequate administrative support for the business at hand while protecting the productive capability of department heads. When a sound system or other monitoring capabilities exist, the City Administrator may allow personnel to utilize time in their offices or other areas while waiting for the item of business for which appearance before the Council is required. It is expected that business items at council meetings will be presented by a relevant staff member who will present the topic and take questions from the Council. Staff is encouraged to use visual tools when appropriate to present material in a clear fashion.

4.3 Special Council Meetings

Special meetings shall be called as provided in the Open Public Meetings Act and as otherwise required by RCW. Special meetings will be strictly limited to time-sensitive matters that cannot be accommodated within regular business meetings or work/study sessions. The notice of a special meeting shall identify the agenda item(s). The notice of the meeting shall suffice as the meeting's agenda.

4.4 Public Notice

Notice of all meetings and hearings shall be provided as required by the Open Public Meetings Act and as otherwise required by the RCW and Lake Forest Park Municipal Code (LFPMC). Notice of regular, special and study session meetings, along with draft agendas, shall be posted on City bulletin boards designated for public notice, any public library located in the City, Third Place Commons and the City website.

4.5 Remote Attendance at Council Meetings

1. From time to time, a Councilmember may not be able to be physically present at a Council meeting but will want to be involved in the discussion and/or decision of all items on the agenda or only on particular agenda items. The procedure and guidelines for permitting a Councilmember to attend a Council meeting by speakerphone or audio/video equipment are as follows.

Absent extraordinary circumstances such as an emergency, remote attendance should be the rare exception, not the rule.

2. Procedure and Guidelines Related to Remote Attendance of In Person Council Meetings:

- A. The Councilmember should notify the Deputy Mayor or City Clerk no later than the business day prior to the Council meeting which the Councilmember wishes to attend remotely. If the Mayor attends remotely, he or she may participate in discussions, but the Deputy Mayor, if physically present at the Council meeting, shall be the presiding officer.
- B. A Council member may participate in some or all of the Council meeting remotely.
- C. The presiding officer shall confirm and announce that all present at the meeting and in the remote location can clearly hear all other parties and (as appropriate) access visual content that may be presented.
- D. With such confirmation, Councilmembers – whether they are physically at the meeting or at a remote location - constituting a majority may approve the use of remote communication for all or any specified portion of the meeting.
- E. Unless the Councilmember is participating remotely for the entire meeting when the portion of the Council meeting for which remote attendance has been approved has concluded, the presiding officer shall announce the same and the attendance of the Councilmember communicating remotely shall end. The City Clerk shall record the beginning and ending times of the remote attendance.
- F. In the event that a remote communication link is broken or significantly degraded such that it no longer meets the full requirements of this section, the presiding officer shall confirm the loss of service and announce the close of the remote attendance. The attendance of the Councilmember communicating remotely shall end. The City Clerk shall record the time of the closure.

3. Requirements of the System. The Councilmember attending remotely must be able to hear the discussion on the agenda item taking place in the Council Chambers and must be able to be heard by all present in Council Chambers.

4. For purposes of voting, remote attendance at a Council meeting shall be considered equal to being physically present at the meeting.

4.6 Council Meetings Open to the Public

Council differentiates among five types of public meetings: (1) committee meetings; (2) work/study sessions (and single-issue workshops); (3) business meetings; (4) goal-setting retreats; and (5) public meetings, forums, and town halls. All meetings of the Council and of any Committees thereof shall be open to the public or available remotely except as provided for in [RCW 42.30.110](#) or [RCW 42.30.140](#).

4.7 Council Committees

Council Committees are a part of the governance structure that extends the reach of the Council and makes it effective between meetings. Council Committees are established to inform and educate the Council on existing City programs and issues, to provide an opportunity to explore the implications of policy alternatives as part of the policy development process, and to serve in an advisory capacity to the Council in reviewing policy matters referred to them by the Council, and such other matters as the Council, by simple majority vote, may direct. The Committees shall have no power or authority to commit the City or to take any binding action on their part without the express authorization of the Council. The Committees shall be concerned primarily with policy matters and matters vested in the legislative body of the City and shall not become involved in the administration of the City government.

- A. All Council Committee meetings shall be open to the public and posted at City Hall per the Open Public Meetings Act. Participation by Councilmembers not named to the Committee, the Mayor, other public officials and the public shall be at the discretion of the Chair of the Committee.
- B. It is the responsibility of the Chair of the Committee to notify the City Clerk of the date, time and place of any Council Committee meeting, and to provide a committee agenda at least seven calendar days prior to committee meeting. The City Clerk will arrange for notice to be conveyed to the public, the Mayor and all Councilmembers.
- C. The Mayor will work with the Chair of each committee to assign staff to support Committee deliberations. The Chair of each Committee will report on their deliberations and recommendations to the Council after each Committee meeting.
- D. Council may change membership of Committees by majority consent.
- E. The following Council Committees and Committee responsibilities are currently established.

4.7.1 Council Committee of the Whole (COW):

All seven Councilmembers serve on the Committee of the Whole. The Council Chair shall chair the Committee. The Committee considers policy issues of concern to the entire Council, with the exception of issues of specific concern to other Council Committees that are charged with specific responsibilities, such as the Budget and Finance Committee.

The COW is generally the first touch for new policies that are proposed by councilmembers. If a Councilmember is interested in introducing a policy matter, they should first ensure a second Councilmember supports the policy, then reach out to Council leadership to request time to present the matter at a future COW meeting.

The Committee of the Whole may send legislation and policy issues for final action by the Council during a Council business meeting.

The Committee is responsible for the Council's annual work program, rules procedures and organization for council operations and city governance, the City's state and federal legislative agenda, complex interdisciplinary issues that are beyond the scope of other policy committees and may host public meetings.

Public comment may be taken at the discretion of the Chair.

4.7.2 Budget and Finance Committee:

Three Councilmembers serve on the Committee. The Committee is responsible for the review and recommendations associated with current and projected financial conditions, supplemental budget considerations, finance, reserve and financial operational policies, audits, financial reports, the review and tracking of capital improvement projects, and salary schedules. The Chair is elected on a bi-annual basis at the Council Organizational meeting. The Chair of the committee or their designee on the committee will review and recommend approval of checks or warrants drawn on behalf of the City on a bi-weekly basis, or as needed, except for payroll.

The remaining councilmembers are welcome to attend the Committee, and their input will be solicited and welcomed, however, they will not be permitted to vote on Budget and Finance Committee related matters, with the exception of consideration of the Mayor's bi-annual budget.

The Committee is responsible for reviewing the Mayor's proposed biennial and interim budget and recommending a biennial and interim budget to the Council for consideration. For purposes of considering the Mayor's proposed biennial and interim budget and recommending a biennial and interim budget, all seven Councilmembers shall be members of the Committee. The Chair is responsible for notifying the City Clerk of any Committee agenda that will contain consideration of the Mayor's proposed biennial budget or recommendations related to a biennial budget.

4.7.3 Legislative Steering Committee

The Committee is responsible for interfacing with the City's State and Federal legislative delegation as well as the associated lobbyist(s). They will provide timely updates on meetings and interactions with the above. Its members are the Mayor, Deputy Mayor, Vice Chair of the Council and City Administrator.

4.8 Council Work Sessions

Council work sessions are meetings of the Council at which legislative proposals and proposals relating to city administration, inter-governmental relations, or other city business are studied, discussed and evaluated by the Councilmembers. Work sessions are chaired by the Mayor and will normally be held in an informal, collegial setting conducive to discussion. Council work sessions are the primary venue for briefings and presentations. Public comment will not be taken at the work session.

The key difference between Work Sessions and the Committee of the Whole is that Work Sessions are for policy proposals brought to the council by staff and the Administration, while the Committee of the Whole is for policy proposals brought to the council by fellow councilmembers.

4.8.1 Schedule of Work Sessions

Work sessions of the Council of the City of Lake Forest Park shall be held on the second Thursday of each month, immediately before the regular council meeting. Council work sessions shall be held at 6:00 p.m. at Lake Forest Park City Hall, located at 17425 Ballinger Way NE, Lake Forest Park, Washington, 98155.

4.8.2 Work Session Agendas

A. Work session agendas will include:

1. Call to Order
2. Adoption of Agenda
3. Staff presentations and Council Discussion
4. Council Discussion Topics
5. Adjourn

B. Agendas will list the following elements for each Council Discussion Topic:

1. Subject: The project designation or descriptive name for the item. The person requesting the item should use the same title in any subsequent business.
2. Identify the Discussion Leader: The person who will introduce the subject and give the background information; identify the discussion goal; and act as facilitator to keep the discussion focused toward the goal.
3. Activity: A brief description of the discussion necessary for the Council to speak to the question posed in the "Goal" column.
4. Goal: The reasonable outcome contemplated, whether a final action, advancement to a future agenda, just a "touch" according to the "Three-Touch Rule," or for general information.

C. Board, Commission and Youth Council Engagement

Boards, Commissions and the Youth Council may request a place on the agenda in advance of the meeting. The specific date shall be within three work session meetings and coordinated through the agenda preparation and review meeting.

D. Joint meetings

From time to time, Council may schedule joint meetings with bodies such as the School Board, Fire Commission, or neighboring City Councils.

4.9 Regular Business Meetings

A regular business meeting is a meeting convened on a regular series of dates (and at a time) stated in City ordinance. A regular or special meeting of the Council is primarily for the purpose of voting on the City's business, generally in the form of motions, resolutions or ordinances.

4.9.1 Schedule of Regular Business Meetings

Regular business meetings of the Council of the City of Lake Forest Park shall be held on the second and fourth Thursdays of each month, January through the second week of December each year. Regular business meetings shall be held at 7:00 p.m. at the City Hall Council Chambers, located at 17425 Ballinger Way N E, Lake Forest Park, Washington, 98155.

4.9.2 Public Comment

A business meeting typically includes public comment for a limited period of time stated in advance on the agenda, during which a member of the public may address the Council on any matter of public concern that the Council has purview, control or influence over (whether or not on the agenda) for up to three minutes. The actual time allowed for individual public comment shall be determined by the presiding officer and stated publicly at the beginning of the public comment period.

- A. Any member of the public wishing to address the Council will fill in the sign-in sheet provided for that purpose. Speakers must be recognized by the chair, come forward to the microphone and identify themselves by name and state the agenda item or topic they are addressing before proceeding. If the speaker makes disruptive, impertinent, slanderous, or threatening remarks while addressing the Council shall be asked to leave the Council Chambers by the Mayor, or if the speaker is participating remotely, the Mayor will request the City Clerk to remove their permission to talk in the application. The speaker shall abide by the time limits established for the particular hearing or comment period. The Mayor shall announce this rule at the beginning of any meeting or hearing.
- B. Written comments may also be submitted by emailing the city clerk. These comments will be distributed to the whole Council. The City Administration will provide a written summary of all questions asked by citizens. The City Administrator or Mayor are responsible for providing a City response to the questions and will inform the Council of their follow-up actions.

4.9.3 Public Hearings

Public hearings required by State law shall be held before the Council, but legislative action shall not be taken during such a hearing. Public hearings may be scheduled during a regular meeting or a special meeting.

- A. The Chair shall open the hearing and state its subject, explain the rule governing public participation, limit the period for individual comments (3 to 5 minutes, depending on the subject), confirm the duration of the hearing, and, if necessary, arrange for continuation of the hearing. If appropriate, a City representative will provide background information, and then speakers will be recognized by the Chair in order according to the sign-in sheet. The public hearing typically occurs during a publicly noticed portion of a regular or special meeting of Council, where the time of the hearing has been stated in the prior public notice.
- B. The Council may request the Administration to respond to any question raised and not answered during the hearing.

4.9.4 Business Meeting Agendas

Proposed agendas shall state the date, time, and location of the Council meeting. Proposed agendas shall be delivered in electronic format to members of the Council no later than two days before the meeting date. The agenda will be posted at city hall, the Council Chambers and the library by 5:00 p.m. on the Friday preceding the meeting.

Updated agendas will be posted by 12:00 noon on the day of the meeting.

- A. Regular Meeting Agendas shall include:
 - 1. Call to Order: 7:00 p.m.
 - 2. Pledge of Allegiance
 - 3. Proclamations
 - 4. Adoption of Agenda

5. Public Comment
6. Public Hearings
7. Presentations
8. Consent Calendar
9. Final Confirmation
10. Ordinances and Resolutions for Introduction/Referral
11. Ordinances and Resolutions for Council Discussion
12. Ordinances and Resolutions for Action
13. Council Discussion and Action
14. Council Committee Reports
15. Council/Mayor/City Administrator Reports
16. Other Business
17. Executive Session
18. Adjourn
19. Future Schedule

- B. The Consent Calendar is used for Council action items that do not need further discussion at the Regular Business meeting either because they are routine, such as contract renewal, or have been thoroughly vetted as a function of the Work Session. Councilmembers may request that any item on the Consent Calendar be removed to Council Discussion and Action.
- C. Business items on the agenda shall be annotated with the expected work and action of the Council for that item at that meeting. There shall be a bold notice at the bottom of all agenda pages indicating that the council may take action on items not on the agenda or may take other actions on agenda items that are not annotated, as allowed by Washington State law and in the best interest of the City.
- D. Public Comments shall be held at or as close to the beginning of the meeting as possible. Public Comment may be moved to the beginning of the meeting at the discretion of the Council and Chair, particularly if there are a large number of citizens present.
- E. Each agenda item should be annotated with the requested Council action.
- F. Executive Sessions will be convened only for purposes allowed by the Open Public Meetings Act. The Mayor may convene Executive Sessions at any time during a Council meeting. The Mayor shall announce the general purpose of the session and the associated RCW reference, its anticipated duration, and if the Council may take action after returning to the regular meeting. The Mayor shall interrupt an Executive Session exceeding its announced duration and notify the public of an extension and its estimated duration. At the conclusion of the Executive Session, the Mayor shall reconvene the Council meeting and resume Council business. No action shall be taken in an Executive Session. Only those staff members whose presence is required for the topic currently under discussion should remain in the Council Chambers during an Executive Session.
- G. Confirmation Review may be placed at any time during the meeting.
- H. No less than five copies of proposed ordinances on the agenda shall be available to the public on the public information table before consideration of such ordinances by the Council during the meeting. Every effort shall be made to provide sufficient public copies in anticipation of the interest in specific issues at the meeting. A packet containing all ordinances will also be available electronically through the city's website.

4.9.5 Councilmember Requested Agenda Items

Members should notify the Deputy Mayor by noon on the preceding Tuesday of requested agenda items, particularly those requiring final action at the same meeting. These should only be items of an emergent nature.

4.9.6 Council's Business Meetings Will Be Efficient and Businesslike

The information exchange, review, deliberation, and vetting of issues during the prior Work Session enables Council business meetings to be expeditious. The Presiding Officer's role, especially at the business meeting, is to keep Council business focused and expeditious.

4.9.7 Inauguration

Prior to the end of November of odd numbered years, the Council shall set a day and time for the official City inauguration of newly elected officials, which shall occur prior to and apart from the first regular meeting. The inauguration purpose is a public celebration of community unity and pride in Lake Forest Park with the beginning of a new biennial period in the City's history.

4.9.8 Organizational Meeting

At the first regular meeting in January following an election, the Council shall begin the meeting with an organizational agenda as follows:

- A. Adoption of Governance Manual
- B. Election of Council Chair and Vice Chair
- C. Appointment of Committee Chairs and Vice Chairs

4.10 Goal Setting Retreats

A retreat is generally a Special Meeting called for the purpose of very informal discussion dealing with goals, objectives and guidelines for future activity of the organization. At a retreat, the Council may, for example, develop goals and objectives for its own organization for the year, consider priorities for the Council work plan, consider priorities and goals for the volunteer commissions, or set goals for the City.

These goals should be elements of annual performance evaluations. Although a detailed listing of the City's activity plan for a coming year may result from informal consensus, formal adoption should be made in a regular Council meeting by motion or resolution. Retreats are open to the public, but participation is limited to Councilmembers and others that are designated by the Council, such as a facilitator.

4.11 Public Meetings

The Council may organize other meetings with the public in various settings outside of City Hall, such as public forums, presentations to community organizations, town halls, and so on. In such settings, the meeting shall ideally include one or more Councilmembers and one or more members of the Administration.

4.11.1 Town Halls and other community forums

When major public policy development warrants, and after adequate preparation of issues and alternatives, from time to time, Council may schedule public forums to help develop a public consensus on the issues. The general procedure would be to provide basic information, to explore alternatives and options and to receive verbal and written public comments.

Article 5: COUNCIL DELIBERATIONS

5.1 Effective Decision-Making Requires Finality

Effective decision-making results in finality and “moving on.” The process for reconsideration is such that immediately following a vote, if a Councilmember feels she/he voted incorrectly, she/he may immediately request a revote, stating the reason. A revote will be taken upon a majority vote to approve by the Council, and such consent shall not be unreasonably withheld. The Council will generally not take another vote on a matter for the sake of prolonging the debate unless significant events have transpired since the original vote.

5.2 Council Meeting Agendas Are Set by a Team

Agendas for Council Business Meetings and Work Sessions are routinely developed and refined by the Council Chair (Deputy Mayor), the Mayor, and City Administrator or designee. The agenda-setting team shall review the next three months’ meeting topics and coordinate other meetings to ensure staff work and public notices support the Council’s work schedule.

The Administration shall establish a 12-month prospective calendar of agenda items for Council Business Meetings and Work Sessions, which shall be reviewed in the Committee of the Whole quarterly. Councilmembers should inform the Council Chair with regard to topic requests for upcoming agendas. The agenda setting team shall make every effort to reasonably accommodate requests in a timely manner.

5.3 Council Actions

Council actions take the form of motions, resolutions and ordinances in accordance with Robert’s Rules of Order. All actions require a motion and a second for discussion and then a majority vote of a quorum of the Council for adoption.

5.3.1 Motion

Only Councilmembers may discuss a motion pending before the Council. Others may address the Council only at the request of a Councilmember with the consent of the Council.

An adopted motion is a form of action taken by the Council to direct that a specific course of action be taken or executed on behalf of the municipality. A motion is similar to a resolution, but is generally oral, much shorter and worded in a more informal manner than a resolution. An adopted motion is the administrative equivalent of a resolution.

5.3.2 Resolution

An adopted resolution is a statement of legislative policy or direction concerning matters of special or temporary character. Council action shall be taken by resolution when required by law or in those instances where a written expression of legislative policy that is lengthier or more meticulously worded than a motion is desired. While resolutions are often just a statement of policy, a resolution may also have the force of law (e.g., a resolution setting permit fees or a resolution declaring certain City property to be surplus).

5.3.3 Ordinance

An enacted Ordinance is a local law (legislative act) prescribing general rules of conduct. Council action shall be taken by ordinance when required by law or where prescribed conduct may be enforced by penalty. An ordinance is a legislative act within the City Council's law-making sphere, similar to the way in which a statute is a legislative act of the State Legislature. The general guiding principle is that actions relating to subjects of a permanent and general character are usually regarded as legislative and should be addressed through an ordinance, and those providing for subjects of a temporary and special character are regarded as administrative and should be addressed through a resolution.

5.3.4 Motion to "Lay on the Table"

The motion to "lay on the table" shall require that the main motion be brought back to the Council at that meeting immediately after the final action item or immediately after the City Administrator's report, whichever comes first. This motion shall not be used to end discussion on an item. The proper motion to end discussion is to either move the previous question or to move to postpone indefinitely or to a definite time. In the latter case, the item remains on the agenda for the next meeting.

5.3.5 Reconsideration-Mayor's Veto

The motion for reconsideration of an ordinance--Ordinance Veto Override--may be placed as the first item on the final action calendar at the next regular meeting or as an action item at a special meeting, following the filing of the Mayor's veto message. The motion may not be tabled or postponed. The Deputy Mayor will chair the meeting during this agenda item. The Mayor, if present, may have up to three minutes to address the Council. Council discussion on the motion will follow. At the conclusion of discussion, if any, the Deputy Mayor shall put the motion to a vote. Councilmembers present shall cast an "aye" or "nay" vote unless they are recused. The vetoed ordinance must receive five affirmative votes to be adopted. Fewer than five votes for the ordinance shall mean that the veto is sustained.

5.3.6 Dissents and Protests

Any Councilmember shall have the right to express dissent from, or protest, orally or in writing, any motion, resolution or ordinance of the Council and have the reason therefore entered or retained in the minutes.

5.3.7 Comprehensive Plan Amendment

Such an amendment is a legislative act in which the Council amends all or part of the Comprehensive Plan after the Planning Commission has deliberated, held public hearings and made recommendation(s) to the Council. The Council likewise holds a public hearing before passage.

5.3.8 Budget Adoption

The Council adopts or amends the budget document for the City on an annual or biennial basis. Although the budget is a maximum spending plan, it must be managed by the Mayor and City Administrator to operate within actual revenue received for each fund.

5.3.9 Capital Facilities Plan (CFP) Adoption or Amendment

The CFP is a 6-year capital facility and infrastructure development and financing plan that is required by the Growth Management Act, RCW 36.70A.070(3). It is required to be kept up to date on an annual basis, and may by law be amended outside the regular Comprehensive Plan update process if the amendment occurs concurrently with the adoption of the City's budget, RCW 36.70A.130(2)(a)(iv). It is done in Lake Forest Park as a companion to the budgeting process and establishes priorities for construction or replacement of capital facilities of the City. A full update is on a two-year cycle that coincides with the mid-biennial budget review. The biennial budget also includes any project additions or updates as needed, such as new projects for which grants have been received.

5.3.10 Quasi-judicial Ruling

A quasi-judicial ruling is an administrative ruling made by the Council, Hearing Examiner, or Planning Commission wherein the process and facts to be heard and judged are prescribed by regulatory laws or ordinances and, as such, are appealable to a higher authority or court of law. The role of the deciding authority is carried out as a legal duty in the manner prescribed by the facts and applicable laws or regulations. The deciding authority's role in this regard is separate from the more usual role of legislative preference, and Council and the Planning Commission should be mindful of this role on the limited occasions during which a quasi-judicial decision is before it.

5.3.11 Confirmation of City Officials

The following procedure shall apply to all confirmation proceedings:

- A. The Mayor will make nominations to the Council indicating the name and address of the nominee, commission or position of appointment, term expiration, and position number on the agenda for confirmation review.
- B. At the time of nomination, the Mayor will provide to each Councilmember a copy of the nominee's application and resume and a letter from the nominee (if any).
- C. The confirmation agenda item at a regular meeting will be divided into two items:
 1. Confirmation Review; and
 2. Final Confirmation Calendar
- D. All nominees shall appear on the agenda for the first time for confirmation review preferably during study sessions. After completion of the review process, final confirmation of the nominee shall be placed on the Consent Calendar for final confirmation during the regular meeting. Upon consent of the Council, the nominee may be confirmed at the same meeting as the confirmation review.
- E. Confirmation review process shall include:
 1. Introduction of nominee by the Mayor.
 2. Three-minute statement by the nominee that should address the following issues:
 - a. Why does the nominee seek to serve the City as a commissioner or official?
 - b. What qualifications, skills, or abilities does the nominee bring to the commission or position?
 3. Questions from Councilmembers for the nominee.
- F. Final Confirmation Calendar: The list of nominees for final confirmation may be a separate addendum sheet to the regular agenda, provided it is posted with the agenda for the public. The entire list may be confirmed as part of the Consent Calendar, except any one Councilmember may remove any name from such a motion and that nominee shall thereafter be voted upon by separate motion.

- G. All nominees shall appear before the Council during confirmation review unless the nominee requests to be excused and such request is approved by the Council. An approved motion to suspend this rule and excuse the nominee from appearing shall allow the nominee to be scheduled for the final confirmation calendar. The confirmation review may be delayed no more than three consecutive meetings at the request of the Mayor, nominee or by majority consent of the Council.
- H. Final confirmation may be delayed for one regular meeting at the request of the nominee, the Mayor or by majority consent of the Council. The majority of the Council may approve a second delay. The nomination may be withdrawn prior to the call for the question for final confirmation. This action must be by the nominee in writing or verbally at a Council meeting or by the Mayor verbally at a Council meeting. Once a nomination is withdrawn, a subsequent nomination of the same individual must begin at the start of the process.
- I. Only Councilmembers and the Mayor may speak to a motion regarding final confirmation.

5.4 Voting

The votes during all meetings of the Council shall be transacted as follows:

- A. Unless otherwise provided by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a roll call vote shall be taken and recorded by the City Clerk. The Presiding Officer shall determine the order of the roll call vote.
- B. In case of a tie vote on any proposal, the motion shall be considered lost. The Mayor shall have a vote only in the case of a tie in the votes of the Councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money.
- C. Every Councilmember who was present for the meeting in person or remotely is eligible to vote. If any Councilmember abstains (for example, due to a conflict of interest), the result shall be determined in accordance with Robert's Rules, which generally means that it shall be as if the individual who abstained from voting was not present for the vote.
- D. In the event that absences or abstentions reduce the number of voting councilmembers to five or fewer, it will be made clear whether a motion/ordinance requires a majority approval of those voting, or a majority approval of the total number of councilmembers.

5.5 Ordinance and Resolution Drafting Standard

A resolution shall be drafted using the same rules as an ordinance and shall be drafted as follows for consideration by the Council:

- A. The ordinance number shall be at the top, centered and in bold. On all pages, the ordinance number shall be placed in the footer, on the same line as the page number, right justified.
- B. The title shall be centered below the number in bold, capitalized letters.
- C. A straight line shall be placed below the title.
- D. The body of the document shall use 0.6-inch margins on the top, right, and bottom and 1-inch on the left. Indentation shall always be five spaces when used. Block justification should be used with continuous line numbering in the left-hand column. A line space should be used between paragraphs. Twelve-point font should be used.
- E. "Whereas" clauses shall be stated with only the first sentence indented and "Whereas" capitalized and in bold.
- F. The required ordaining clause is placed following the "Whereas" clause(s). The first sentence will be indented. The clause is in capitalized bold lettering.

- G. The section number and short title shall be bold lettering using sentence capitalization. The remaining section-amending or adding clause is to use normal lettering and capitalization. The words “new section,” when used, shall be stated in bold capital letters following the section number. The content section shall be at one indentation with hanging indentation after the section amending clauses.
- H. The words being deleted from law shall be struck through with a line. Words being added shall be underlined. Words being added in a “new section” shall be in regular type.
- I. Legislative history shall appear at the end of the ordinance, as follows:
 - 1. Introduced by: (must be a Councilmember or by Executive Request)
 - 2. Date Introduced:
 - 3. Date Work Session (first and last dates only):
 - 4. Date Redrafted (with Council-adopted amendments):
 - 5. Date Final Action:
 - 6. Date Posted:
 - 7. Date Published:
- J. All ordinances, except those adopting quasijudicial decisions, shall have an “Ordinance Information Summary.” This summary shall be formatted as the ordinance with the ordinance number and title immediately below the page heading of Ordinance Information Summary. The headings for the summary information will be: (1) Purpose; (2) Effect; (3) Estimated Financial Impact. The date and version shall be indicated at the end of the text of the summary. The summary should be updated upon the adoption of major amendments to an ordinance.

5.6 Amendments to Ordinances and Resolutions

- A. Once an ordinance or resolution is introduced it may only be changed by action of the Council.
- B. A referral to the Ordinances and Resolutions calendar constitutes a main motion to adopt the ordinance. Amendments to an ordinance are in order during Ordinances and Resolutions. Adoption of the main motion (ordinance as amended) is in order only on the Council Action calendar.
- C. Amending the ordinance or resolution may be done in two ways: 1) line-by-line, etc., or 2) by striking the entire ordinance/resolution after the title and replacing it with another entire version (this is known as a striking amendment). Line-by-line method is normally in order prior to a striking amendment unless by consent of Council. If a striking amendment is approved, the ordinance/resolution is considered automatically engrossed upon approval of the striking motion.
- D. The format for line-by-line (can be section-by-section) amendments is the following:

Amendment to Ordinance XXX by Councilmember XXX

On page _____, line _____ after the word “_____” Strike “_____” and Insert “_____”

- E. Line numbering will be used on amendment pages.
- F. Words that will be struck will be typed exactly as presented in the ordinance. It is also proper to state: “Strike all language in this section and insert,” if appropriate. Insertions will be typed exactly as required in ordinance standards. Striking language is always stated before insertion.

- G. In order to simplify amendments, only one strike and one insert may be put together in one amendment paragraph. The above example is one amendment paragraph. More than one amendment paragraph may be listed on a page.
- H. Drafting and copying of amendments, resolutions or ordinances for the Council by City staff shall be provided only upon the request of a Councilmember, the Mayor or by formal commission or board action.

5.7 Appointment to Fill Council Vacancy

- A. The City Council, pursuant to RCW 35A.12.050 and RCW 42.12.070, is authorized to fill a vacancy on the City Council by appointing a qualified person to fill the vacant position. A Council position shall be considered vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010. A Councilmember who is vacating his or her position may not participate in the appointment process. The position should be filled at the earliest opportunity, but no later than ninety (90) days from the vacancy occurring.
- B. The City Council shall ask the Mayor to direct City staff to begin the administrative processes needed to fill the vacancy as provided below:
 - 1. The City Clerk or designee ("City Clerk") shall advertise for the vacant Council position in the City's Official newspaper once each week for two consecutive weeks. Courtesy copies of the advertisement shall be provided to other local media outlets and current members of City commissions and task forces.
 - 2. The advertisement shall include the qualifications needed for appointment to the vacant Council position consistent with the requirements to hold public office in the City: be a registered voter of the City; and have at least one year of residency in the City. The advertisement shall include the time period to be served in the vacant position, a summary of Councilmember duties, salary information, the deadline for submitting an application, projected interview and appointment schedules as determined by the City Council, and such other information as the City Council deems appropriate.
 - 3. The City Clerk shall solicit input from all Councilmembers and prepare an application form. Applications shall be available at City Hall, the King County library located in the City, and other locations the City Council deems appropriate.
 - 4. Completed applications and supporting materials received from applicants by the deadline shall be electronically distributed by the City Clerk to the City Council within two business days of close of the application period.
 - 5. The City Clerk shall publish the required public notice for meetings at which Council will be interviewing applicants, deliberating, and voting to fill the vacancy. Interviews may take place at either a regularly scheduled business meeting of the Council or a special meeting of the Council Committee of the Whole.
 - 6. The City Clerk shall notify all applicants that the Council has decided to interview of the location, date and time of the interviews.
- C. The City Council shall use the following interview process for filling vacant Council positions:
 - 1. If the number of applications received by the deadlines is more than six (6), the Council may choose to interview less than all of the applicants. The decision regarding which applicants to interview shall be made by a vote of the Council.
 - 2. Prior to the interviews, the Council Chair shall accept one interview question from each Councilmember.
 - 3. The applicants' order of appearance for the interviews shall be determined by random drawing by the City Clerk prior to the meeting.
 - 4. Each interview shall last no longer than thirty (30) minutes, unless Council decides to reduce the allowed amount of time based on the number of applicants to be interviewed.

- a. The applicant shall have up to five minutes to present his or her credentials to the Council. (5 minutes)
 - b. The Council shall ask a predetermined set of questions to the applicants. Each applicant will be asked the same questions and will have up to two minutes to answer each question. (14-21 minutes)
 - c. After the predetermined questions, Councilmembers may ask and receive answer to miscellaneous questions from an applicant. (4- 11 minutes)
- D. The following shall govern the Council's process for voting on applicants to fill a vacant Council position:
- 1. Upon completion of the interviews, Council may convene an executive session to discuss the qualifications of the applicants interviewed pursuant to RCW 42.30.110(1)(h). All interviews, deliberations, and votes taken by the Council shall be in open public session.
 - 2. In open public session, the Council Chair shall call for motions from Councilmembers for the purpose of voting on an appointment to a fill a vacant Council position.
 - 3. At any time during the appointment process, the City Council may postpone voting on the appointment if an affirmative majority vote has not been received for an applicant.
 - 4. Nothing in this policy shall prevent the Council from reconvening into executive session to further discuss applicant qualifications.
 - 5. The Council Chair shall declare the applicant receiving the affirmative majority vote as the new Councilmember who shall be sworn into office by the City Clerk at the earliest opportunity or no later than the next regularly scheduled Council meeting.

Article 6: THE EXECUTIVE BRANCH

6.1 Mayor

The Mayor shall be the chief executive and administrative officer of the City, in charge of all departments and employees, with authority to designate assistants and department heads. The Mayor may appoint and remove a chief administrative officer or assistant administrative officer, if so provided by ordinance or charter. He or she shall see that all laws and ordinances are faithfully enforced and that law and order is maintained in the city, and shall have general supervision of the administration of City government and all City interests (see RCW 35A.12.100). Other duties include:

- Faithful performance of contracts; bonds approved/disapproved; may file lawsuits (with Council confirmation);
- Make recommendations for Council consideration and action;
- Prepare and propose a budget; may veto ordinances passed by the Council; and
- Serve as the official and ceremonial head of the City and shall represent the City on ceremonial occasions.

6.2 City Administrator

The City Administrator is the chief operating officer for the City with administrative, executive and liaison functions under the direction and authority of the Mayor as chief executive officer. Duties, powers and responsibilities are: supervise, administer and coordinate the activities and functions of the various City offices and departments in carrying out the policies of the City Council, and administer and supervise the carrying out of the decisions, regulations and policies of the various City departments and commissions; regularly report to the Mayor and City Council concerning the status of all assignments, duties, projects and functions of the various City offices and departments; serve as personnel officer for the City, including, without necessary limitation:

- The hiring and discharging (subject to the approval of the Mayor) of all City employees except those employees and officers required by state law or City ordinance to be appointed by the Mayor or elected by the voters of the City, and subject to any applicable civil service laws, ordinances or regulations;
- Supervise all purchasing by the various City offices, departments and commissions;
- Supervise all expenditures by the various City offices, departments and commissions for the purpose of keeping the same within the limitations of the annual budget of the City;
- Assist the Mayor and City Council generally in conducting the City's business in all matters; and
- Perform such other duties and assume such other responsibilities as the Mayor or City Council may direct, and as by ordinances and resolutions of the City Council may be required. (See LFPMC 2.04).

6.2.1 Role of the City Administrator

The City Administrator shall attend all meetings of the City Council, unless excused by the Mayor. Under the direction of the Mayor, the City Administrator may recommend for adoption by the Council such measures as he/she may deem necessary or expedient, prepare and submit to the Council such reports or proposals as may be required by the body or as the City Administrator deems advisable to submit; keep the Council fully advised as to the business and finances of the City; and, when appropriate, shall take part in the Council's discussion on all matters concerning the welfare of the City. In the event that the City Administrator is unable to attend a Council meeting, the City Administrator, with the consent of the Mayor, shall appoint a key staff member to attend the meeting as the representative of City Administration.

During Council meetings, the Presiding Officer should rely on the City Administrator to introduce the administrative participation on agenda items and should offer opportunity for comment or recommendation of the City Administrator before final vote on important matters.

6.3 Communications to the Public are Essential

The Mayor and City Administrator shall be responsible for the City communications function, but important and/or controversial communications shall be promptly copied to Council and other responses sent to Council pursuant to Council rules of procedure.

The Mayor is responsible for accurately communicating Council legislative policies. Prior to a final policy decision by the Council, the Mayor may also express the Administration's view as regarding a specific legislative policy but must clearly identify the Administration's view as separate from Council's proposed policy. When a final policy decision has been made, the policy of the City shall be clearly communicated.

6.4 Professional Standards are Respected

Through its personnel handbook, the City of Lake Forest Park encourages its key employees to participate in professional and trade organizations. City leaders support professional government and respect the professional association standards and model documents.

6.5 Regular and Understandable Financial Reporting

The City's regular financial reports enable the Council and community to understand the City's financial condition, and are in harmony with accounting standards for governmental organizations, applicable law and municipal best practices, taking into account brevity, cogency, and clarity.

6.6 Mayor and Administration are Mindful of Risk Management

Mayor and Administration assure the Washington Cities Insurance Authority (WCIA) member compact is followed. There is an annual review of risk management with WCIA. The interlocal agreement for WCIA membership provides for WCIA settlement of claims and lawsuits in consultation with the member. The Council empowers the Mayor and City Administrator to represent the City in claims administration, and the Council should be consulted on major claims and lawsuits or settlements involving direct payment of City resources. The Council will not interfere with the claims adjudication process. The Council will conduct its business equally mindful of risk management.

6.7 Public Information is Enhanced by Audio, Video, and Website Access

The City will strive to make its proceedings as accessible to the public as possible within the budget and technology available. Video, audio and/or approved minutes of meetings are concise and are approved and posted online in as timely a manner as possible.

6.8 Correspondence

The Mayor and Council recognize the value of the City speaking with one voice and have agreed that, unless specifically otherwise determined, the Administration will prepare written responses to the public.

The Administration will make every reasonable effort to respond to all written correspondence addressed to the Mayor and Council and copy the Council within 14 days of receipt. Response to verbal testimony by the Administration will be at the specific request of the Council.

The City Administrator will report on correspondence from the Administration between Council meetings in their report. Copies of such responses should be provided to the Council in their next meeting packet.

In addition to an official response by the administration, individual Councilmembers are also welcome to respond to the public, so long as it is clear that their response does not represent the official position of the City.

6.9 City Clerk - Minutes - Public Information Access

The City Clerk shall adhere to the requirements of State law (RCW 35.23.121), and shall be the ex-officio Clerk-of-the-Council. The City Clerk shall keep minutes as required by law, and shall perform such other duties in the meeting as may be required by the Council, Presiding Officer or City Administrator. In the absence of the City Clerk, the City Clerk shall appoint a replacement to act as Clerk-of-the-Council. The Clerk-of-the-Council shall keep minutes, which identify the general discussion of the issue and complete detail of the official action or consensus reached, if any. The City Clerk shall make an audio recording of the proceedings of all public hearings, regular business meetings, study sessions and workshops, and quasi-judicial proceedings. The Clerk shall keep, and make available, an agenda and date for each video recording, which will facilitate location of the recorded proceedings. The video recordings shall be posted publicly on the City website, ideally within 48 hours after the meeting.

Article 7: PUBLIC PARTICIPATION IN CITY GOVERNMENT

7.1 Public Comment Period at Business Meetings

The agenda for Council Business Meetings shall generally include a period of time known as the Public Comment Period. Within that time period, any member of the public may be recognized by the Presiding Officer and may address the full Council on any public issue – whether or not on the agenda. Unless Council determines otherwise, the Public Comment Period at a Business Meeting is reserved for comments by the public, rather than responses from the Council or the Administration.

Public comment is limited to items listed on the agenda and/or items within the purview of the Council, e.g., speeding concerns or requesting street lights on a particular street.

7.2 Other Meetings with the Public Outside of City Hall

Work sessions, committee meetings and retreat meetings may provide opportunities for public comment. Opportunities for public comment will be noted on individual agendas.

7.3 Additional Avenues for Public Participation

Public process activities may also incorporate a range of tools such as press releases, newspaper columns, fact sheets, Q&As, etc., as described in the City’s documents and guidelines pertaining to public participation in various projects and processes.

7.4 Commissions, Committees, and Boards

Lake Forest Park has adopted a volunteer commission system (detailed in LFPMC 2.22) that provides for appointed individuals to make policy, program, and budget recommendations in specific issue areas. The following Commissions, Committees, and Boards are currently established for public engagement and participation:

- A. Planning Commission
- B. Civil Service Commission
- C. Salary Commission
- D. Tree Board
- E. Parks and Recreation Board
- F. Climate Action Committee

7.4.1 Alternates for Commissions, Committees, and Boards

Recognizing the importance of the contributions of volunteers in our community, the Mayor shall interview and recommend to the City Council two alternates per commission, committee, or board, subject to the following conditions:

In the absence, resignation or expiration of term by a member of a commission, committee, or board member, an alternate, if able to be present, will become a voting member of the body. The seniority of the alternates is based upon their date of confirmation.

Article 8: RELATIONSHIP BETWEEN COUNCIL, MAYOR AND CITY ADMINISTRATOR, STAFF AND THE PUBLIC

Council sets public policy to be carried out by the Administration and establishes budgetary authority for departments and positions, and may determine the duties and compensation of each, but does not interfere with the Mayor's and the City Administrator's management of City employees or the setting of internal operating policy.

8.1 Council and Administration Roles and Responsibilities Differentiated

Leaders adhere to the separate and distinct public policy and management roles of the Council and Administration. Administrative policy and complaints are handled by the Mayor, City Administrator and Department Heads (RCW 35A.12.100); legislative policy is established by Council for enactment by City Administration (RCW 35A.11.020).

8.2 Performance-Driven Management

The Mayor reviews the City Administrator's performance annually. The City Administrator is responsible for performance reviews of subordinates.

8.3 City Attorney Is Legal Counsel to the City and Its Officials Collectively

The City Attorney is retained by the Mayor, subject to the confirmation by a majority of the City Council, and represents the City. In that capacity, they provide legal advice to the Mayor the Council, the City Administrator and staff to the extent their interests coincide with the City's.

8.4 Staff Communications Encouraged

Members of the Council are encouraged to interact with City staff designated by the administration for the purpose of gathering information, obtaining progress reports on policies and programs or providing information to staff relevant to their Council office. Councilmembers should avoid giving direction or advice to members of City staff.

Councilmembers should be mindful of limited resources, and understand that larger requests for information may require additional time to fulfill. City staff should provide their supervisor with the same information shared with the Councilmember. Should the information provided relate to an actionable item on an upcoming agenda, Councilmembers should share the information with the Council.

8.5 City Administrator – Interference by Councilmembers

As provided by RCW 35A.13.120, neither the Council, nor any of its committees or members, shall direct the appointment of any person to, or his or her removal from, office by the Mayor or any of his or her subordinates. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the Mayor and neither the Council nor any committee or member thereof shall give orders to any subordinate of the Mayor, either publicly or privately. The provisions of this section do not prohibit the Council, while in open session, from fully and freely discussing with the Mayor or the City Administrator anything pertaining to appointments and removals of City officers and employees and City affairs.

8.6 Complaints to Councilmembers

When performance complaints or complaints of non-action are made by members of the public about staff directly to an individual Councilmember or in a Council or committee meeting, the Council member or Council should then refer the matter directly to the Mayor for review and/or action. The individual Councilmember or the Council may request to be informed by the Administration of the action or response made to the complainant.

8.7 Administrative Complaints - "Best Practice"

Although public direct access to elected officials is to be encouraged to help develop public policy, City Councilmembers should not develop a "personal intervention" pattern in minor calls for service or administrative appeals which may actually delay a timely customer service response. The best policy is to get the member of the public into direct contact with the appropriate department or the City Administrator, unless an unsatisfactory result has occurred. In that case, refer to Section 8.6 above.

8.8 Staff Provides Adequate Information for Council Legislative Policy-Setting

Good information facilitates good decisions. Given the size of the City, the Council does not have its own separate research staff. Therefore, the Administration should assure that staff time is made available to the Council so that information provided to the Council is timely and sufficient for effective decision making.

- A. Information is adequate or sufficient when it provides a balanced background of the subject and gives the Council reasonable policy options and costs.
- B. Factual information requested by one member should be given to all members (within reason).
- C. Council will be notified in writing of delays in provision of information beyond one business meeting. This notification shall include a time line with regard to when and how a request will be handled.
- D. Subject to the foregoing, the Mayor, City Administrator and staff will work in good faith to respond to requests for information as thoroughly and as promptly as possible or refer the request to the Council for guidance.
- E. In the event that an information request is overly broad, the Mayor may request a narrowing of the scope of the request, and/or a reprioritization of current Council goals, which requires a majority vote of the Council.
- F. In addition to the foregoing procedures, each department head shall make a quarterly report to City Council on their department and outcomes of Council Legislation.

8.9 Public Documents Ensure Open And Transparent Government

The Council and Administration will adhere to laws on public access to documents.



City of Lake Forest Park

Governance Manual

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Purpose

The purpose of this Governance Manual is to provide structure and guidance to the city council and administration and transparency to the citizens. The manual identifies the duties and roles played by elected council members, senior administrators, and citizen volunteers. The manual sets the expectations for civil conduct and clarifies the rules for council meetings.

The Governance Manual should be reviewed regularly and updated to adapt to changing circumstances.

Article 1: PRINCIPLES OF GOVERNMENT

The City of Lake Forest Park was incorporated in 1961 and operates as a non-charter code city with a Mayor-Council form of government. The Mayor and seven City Councilmembers are non-partisan elected officials who serve four-year terms. ~~Article 1: Principles of Government are held in November of odd-numbered years and terms are staggered so that no more than four positions are up for election every two years.~~ Municipal elections are held in November of odd-numbered years, and terms are staggered so that four positions are up for election every two years.

1.2 Legislative Branch

The City Council is the legislative body of the City. It enacts laws and regulations, establishes policy direction for the City, establishes tax and fee rates, adopts an Annual Budget, and approves payments of all City moneys.

1.3 Executive Branch

The Mayor is the chief executive and administrative officer and ceremonial head of the City. The Mayor is in charge of all departments and employees and has authority to designate assistants and department heads.

1.4 Judicial Branch

Lake Forest Park has its own Municipal Court, which is organized under Revised Code of Washington (RCW) 3.50 as a limited jurisdiction court to hear misdemeanor crimes and civil infractions committed within its geographical boundaries. The Presiding Judge is appointed by the Mayor and confirmed by the City Council for a four-year term.

1.5 Guiding Principles

Guiding principles establish the values that Lake Forest Park elected officials, employees, and volunteers embody.

Collaboration

We achieve greater results through collaborative engagement of each other and the communities around us.

Equity

Our actions provide all people with access to a good quality of life.

Accountability

We are committed to addressing the concerns and priorities of Lake Forest Park through transparent community engagement, decisions and actions.

Stewardship

We are effective, efficient, financially prudent and innovative stewards of the public's resources, and strive to achieve sustainable results through continuous improvement.

Integrity

We uphold the high standards, skills, competencies, and integrity of our professions in doing the work of City government.

Article 2: LEGISLATIVE BRANCH

2.1 Organization of City Council

The Council shall, biennially in even years, elect a Chair and Vice Chair of the Council at its first regular Council meeting of the year.

2.2 Duties of the Council Chair

The Council Chair shall coordinate the business of the Council and is the primary liaison for the Council with the Mayor and City Administrator. The Chair's duties include, but are not limited to:

- A. Meet regularly with the Mayor and the City Administrator to review and approve Council agendas;
- B. Represent the Council at the Quarterly Commission Chairs meetings;
- C. Coordinate reporting on achievement of the Council's work plan;
- D. Serve as the Deputy Mayor and preside over meetings of the Council at which the Mayor is not present ([RCW 35A.12.110](#)); and
- E. Act as City's ceremonial head in the Mayor's absence.

2.3 The Council Chair May Embody Other Leadership Roles

By consensus of its members, the City Council may assign other roles and duties to the Council Chair pursuant to the authority granted to the Council in [RCW 35A.12.120](#) for the conduct of Council business. In doing so, the City Council is providing for its own efficiency and is not delegating or ceding its corporate legislative authority to the Chair of the Council.

2.4 Duties of the Vice Chair

The Vice Chair shall exercise the duties, powers and prerogatives of the Council Chair in the event of the Chair's absence.

2.5 Service on Regional Bodies

The Council designates by motion the individual(s) to serve in liaison roles based on the desire, qualifications and skills of those interested. Councilmembers and the Mayor ~~may make interest in being a representative known prior to the time the representative is considered, and are eligible to be selected~~ are encouraged to reach out to Council leadership to express interest in serving on regional bodies.

Council should discuss regional body applications in early Fall to be prepared to respond to calls for volunteers and nominations.

2.6 Council Commissions Liaisons

The Council designates, by motion, members to serve as liaisons to each of the Commissions.

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Article 3: Functioning of City Council

Article 3: FUNCTIONING OF CITY COUNCIL

3.1 Importance of Open Public Meetings

~~Open and transparent governance is critical.~~ The City ~~and citizen commissions~~ shall comply with the Open Public Meetings Act under Washington law [\(RCW 42.30\)](#).

3.2 Representatives of the City Act in Accordance with City Policies

It is a duty of City Councilmembers, the Mayor and City staff who represent the City to advocate positions that are consistent with the City Council’s adopted or approved policies, projects, and plans. Should the circumstance occur in which a staff member is in a position of leadership in a professional association, the staff member shall make it clear as to which entity (the City or the professional association) is being represented. ~~As well, in the rare occasion the~~[On occasions that an](#) elected official is expressing the official’s personal interest or that of another organization, the identity of the interest being expressed shall be made clear.

3.3 Council is Mindful of Limited Resources

Council expense reimbursement is limited by policy to budget and requires receipts. An annual Council Budget is determined each year during the Budget process.

3.4 Council Authorizes Certain Grant Applications Before Submittal

The Administration is authorized to submit grant applications that align with the goals and priorities of the City and adopted policy. If a grant would require material matching dollars affecting [the](#) current budget, impact policy, or require conditions inconsistent with current operations, the Administration will seek Council approval prior to applying. ~~The Council may also initiate the process of pursuing a grant.~~

[The Council may also initiate the process of pursuing a grant.](#)
[Citizen](#)

3.5 Volunteers Play an Important Role

~~For citizen~~[Mayor will propose appointments to](#) advisory committees, boards, and commissions, ~~the Mayor is the appointing authority. The Council will then interview and the Council is the confirming authority~~[choose to confirm those appointees.](#)

3.6 Cell phones

Cell phones are allowed in the Council Chambers when they are on silent or meeting mode. Cell phone calls will be answered outside the Council Chambers during [meetings. In order to avoid the appearance of private discussions, elected officials shall refrain from using cell phones, including texting, during public](#) meetings.

3.7 Council E-mail Policy.

E-mail viewed by four or more Councilmembers is not an appropriate venue for discussions of policy. Any e-mails, whether from a member of the Council or from City staff, that are to be viewed by at least four Councilmembers shall include a copy to the City Clerk so that they may be included as part of the City's official record.

Councilmembers shall not reply to all other Councilmembers or a quorum of the Council by e-mail to discuss policy; and, in no case, shall Councilmembers make decisions by ~~e-mail~~.
e-mail.

Article 4: COUNCIL MEETINGS

The Council is required to act as a corporate body in a very transparent manner. All Council and Committee meetings are open to the public and have established rules for notification and process.

4.1 The “Three-Touch” Rule

Decision makers and ~~citizens~~residents of the City should have adequate time to thoughtfully consider the issues prior to final decisions. It is the intent of the Council that the Council and Administration should abide by the “Three-Touch Rule” whenever possible (unless an exception applies). The following procedural guidelines are designed to avoid “surprises” to the Council, Administration and ~~citizens~~the public.

Any pending request or proposal for adopting or changing public policy, ordinances, resolutions or directives which will require a decision of the City Council or Administration should normally “touch” (oral, written or any combination thereof) the decision makers at least three separate times. Quasijudicial matters and any subject discussed in Executive Sessions are excluded from application of the “Three-Touch Rule.” Touches may generally include city council meetings, work sessions, and committees of the whole.

It is recognized that the hands of decision makers should not be tied unnecessarily. Unexpected circumstances may arise wherein observance of the “Three-Touch Rule” is impractical~~— or unnecessary, for example, for noncontroversial or time-sensitive matters.~~ However, when unusual circumstances arise which justify a “first discussion” decision, the persons requesting the expedited decision should also explain the timing need. The “Three-Touch Rule” excludes staff reports and other general communications not requiring a future Council decision.

4.2 City Staff – Attendance at Meetings

Attendance at meetings by City staff shall be at the discretion of the Mayor. It is the intent of the Council that the Mayor schedule adequate administrative support for the business at hand, while protecting the productive capability of department heads. When sound system or other monitoring capabilities exist, the City Administrator may allow personnel to utilize time in their offices or other areas while waiting for the item of business for which appearance before the Council is required. It is expected that business items at council meetings will be presented by a relevant staff member who will present the topic and take questions from the Council. Staff is encouraged to use visual tools when appropriate to present material in a clear fashion.

~~3.1 — Administrative Presentations and Briefings~~

~~In order to enhance public understanding of complex issues being presented, City Administration is encouraged to include the use of visual communication tools whenever possible.~~

4.3 Special Council Meetings

Special meetings shall be called as provided in the Open Public Meetings Act and as otherwise required by RCW. Special meetings will be strictly limited to time-sensitive matters that cannot be accommodated within regular business meetings or work/study sessions. The notice of a special

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meeting shall identify the agenda item(s). The notice of meeting shall suffice as the meeting's agenda.

4.4 Public Notice

Notice of all meetings and hearings shall be provided as required by the Open Public Meetings Act and as otherwise required by the RCW and Lake Forest Park Municipal Code (LFPMC). Notice of regular, special and study session meetings, along with draft agendas, shall be posted on City bulletin boards designated for public notice, any public library located in the City, Third Place Commons and the City website.

~~A-1. From time to time, a Councilmember may participate and vote telephonically or via other electronic means in all or part of a regular or special council meeting if the following conditions are met:~~

Absent extraordinary circumstances such as an emergency, remote attendance should be the rare exception, not the rule.

2. Procedure and Guidelines Related to Remote Attendance of In Person Council Meetings:

A. The Councilmember should notify the Deputy Mayor or City Clerk no later than the business day prior to the Council meeting which the Councilmember wishes to attend remotely. If the Mayor attends remotely, he or she may participate in discussions, but the Deputy Mayor, if physically present at the Council meeting, shall be the presiding officer.

B. A Council member may participate in some or all of the Council meeting remotely.

C. The presiding officer shall confirm and announce that all present at the meeting and in the remote location can clearly hear all other parties and (as appropriate) access visual content that may be presented.

D. With such confirmation, Councilmembers – whether they are physically at the meeting or at a remote location - constituting a majority may approve the use of remote communication for all or any specified portion of the meeting.

E. Unless the Councilmember is participating remotely for the entire meeting, when the portion of the Council meeting for which remote attendance has been approved has concluded, the presiding officer shall announce the same and the attendance of the Councilmember communicating remotely shall end. The City Clerk shall record the beginning and ending times of the remote attendance.

F. In the event that a remote communication link is broken or significantly degraded such that it no longer meets the full requirements of this section, the presiding officer shall confirm the loss of service and announce the close of the remote attendance. The attendance of the Councilmember communicating remotely shall end. The City Clerk shall record the time of the closure.

3. Requirements of the System. The Councilmember attending remotely must be able to hear the discussion on the agenda item taking place in the Council Chambers and must be able to be heard by all present in Council Chambers.

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4. For purposes of voting, remote attendance at a Council meeting shall be considered equal to being physically present at the meeting.

4.6 Council Meetings Open to the Public

Council differentiates among five types of public meetings: (1) committee meetings; (2) work/study sessions (and single-issue workshops); (3) business meetings; (4) goal-setting retreats; and (5) public meetings, forums and town halls. All meetings of the Council and of any Committees thereof shall be open to the public, or available remotely except as provided for in RCW 42.30.110 or RCW 42.30.140.

4.7 Council Committees

Council Committees are a part of the governance structure that extends the reach of the Council and makes it effective between meetings. Council Committees are established to inform and educate the Council on existing City programs and issues, to provide an opportunity to explore the implications of policy alternatives as part of the policy development process, and to serve in an advisory capacity to the Council in reviewing policy matters referred to them by the Council, and such other matters as the Council, by simple majority vote, may direct. The Committees shall have no power or authority to commit the City or to take any binding action on their part without the express authorization of the Council. The Committees shall be concerned primarily with policy matters and matters vested in the legislative body of the City and shall not become involved in the administration of the City government.

- A. All Council Committee meetings shall be open to the public and posted at City Hall per the Open Public Meetings Act. Participation by Councilmembers not named to the Committee, the Mayor, other public officials and the public shall be at the discretion of the Chair of the Committee.
- B. It is the responsibility of the Chair of the Committee to notify the City Clerk of the date, time and place of any Council Committee meeting, and to provide a committee agenda at least seven calendar days prior to committee meeting. The City Clerk will arrange for notice to be conveyed to the public, the Mayor and all Councilmembers.
- C. The Mayor will work with the Chair of each committee to assign staff to support Committee deliberations. The Chair of each Committee will report on their deliberations and recommendations to the Council after each Committee meeting.
- D. Council may change membership of Committees by majority consent.
- E. The following Council Committees and Committee responsibilities are hereby currently established:

4.7.1 Council Committee of the Whole:-- (COW):

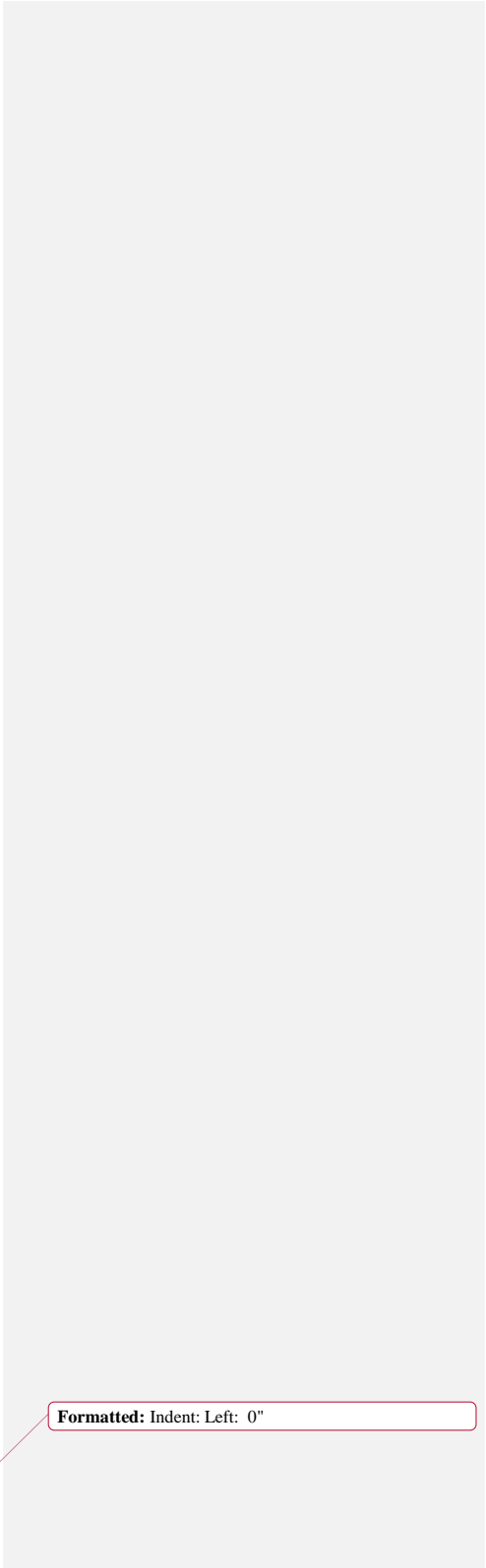
All seven Councilmembers serve on the Committee of the Whole. The Council Chair shall chair the Committee. The Committee considers policy issues of concern to the entire Council, with the exception of issues of specific concern to other Council Committees that are charged with specific responsibilities, such as the Budget and Finance Committee.

The COW is generally the first touch for new policies that are proposed by councilmembers. If a Councilmember is interested in introducing a policy matter, they should first ensure a second Councilmember supports the policy, then reach out to Council leadership to request time to present the matter at a future COW meeting.

The Committee of the Whole may send legislation and policy issues for final action by the

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Council during a Council business meeting.



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The Committee is responsible for the Council's annual work program, rules procedures and organization for council operations and city governance, the ~~City's~~ state and federal legislative agenda, complex interdisciplinary issues that are beyond the scope of other policy committees and may host public meetings.

Public comment may be taken at the discretion of the Chair.

4.7.2 Budget and Finance Committee:

Three Councilmembers serve on the Committee. The Committee is responsible for the review and recommendations associated with current and projected financial conditions, supplemental budget considerations, finance, reserve and financial operational policies, audits, financial reports, the review and tracking of capital improvement projects, and salary schedules. The Chair is elected on a bi-annual basis at the Council Organizational meeting. The Chair of the committee or ~~his/her~~their designee on the committee will review and recommend approval of checks or warrants drawn on behalf of the City on a bi-weekly basis, or as needed, except for payroll.

The remaining councilmembers are welcome to attend the Committee, and their input will be solicited and welcomed, however, they will not be permitted to vote on Budget and Finance Committee related matters, with the exception of consideration of the Mayor's bi-annual budget.

The Committee is responsible for reviewing the Mayor's proposed biennial and interim budget and recommending a biennial and interim budget to the Council for consideration. For purposes of considering the Mayor's proposed biennial and interim budget and recommending a biennial and interim budget, all seven Councilmembers shall be members of the Committee. The Chair is responsible for notifying the City Clerk of any Committee agenda that will contain consideration of the Mayor's proposed biennial budget or recommendations related to a biennial budget.

- ~~4. **Communications Committee:** Three Councilmembers serve on the Committee. The objective of the Committee is to build a strong dialogue with the public using available and budgeted communication tools and methods. The Committee is responsible for reviewing current communication strategies and recommending revisions or improvements to the Council. This includes, but is not limited to, collaborating with the administration on a city-wide communications plan, writing Council press releases, recommending website improvements, and planning town-hall meetings.~~

The Committee is responsible for interfacing with the City's State and Federal legislative delegation as well as the associated lobbyist(s). They will provide timely updates on meetings and interactions with the above. Its members are the Mayor, Deputy Mayor, Vice Chair of the Council and City Administrator.

4.8 Council Work Sessions

Council work sessions are meetings of the Council at which legislative proposals and proposals relating to city administration, inter-governmental relations, or other city business are studied, discussed and evaluated by the Councilmembers. Work sessions are chaired by the Mayor and will normally be held in an informal, collegial setting conducive to discussion. Council work sessions are the primary venue for briefings and presentations. Public comment will not be taken at the work session.

The key difference between Work Sessions and the Committee of the Whole is that Work Sessions are for policy proposals brought to the council by staff and the Administration, while the Committee of the Whole is for policy proposals brought to the council by fellow councilmembers.

4.8.1 Schedule of Work Sessions

Work sessions of the Council of the City of Lake Forest Park shall be held on the second Thursday of each month, ~~January through December of each year immediately before the regular council meeting.~~ Council work sessions shall be held at 6:00 p.m. at Lake Forest Park City Hall, located at 17425 Ballinger Way NE, Lake Forest Park, Washington, 98155.

4.8.2 Work Session Agendas

A. Work session agendas will include:

1. Call to Order
- ~~1. Pledge of Allegiance~~
- ~~2. Confirmation Review Calendar~~
- ~~3-4.~~ Council Discussion Topics
- ~~4-5.~~ Adjourn

B. Agendas will list the following elements for each Council Discussion Topic:

1. Subject: The project designation or descriptive name for the item. The person requesting the item should use the same title in any subsequent business.
2. Identify the Discussion Leader: The person who will introduce the subject and give the background information; identify the discussion goal; and act as facilitator to keep the discussion focused toward the goal.
3. Activity: A brief description ~~and time estimate~~ of the discussion necessary for the Council to speak to the question posed in the "Goal" column.
4. Goal: The reasonable outcome contemplated, whether a final action, advancement to a future agenda, just a "touch" according to the "Three-Touch Rule," or for general information.

~~1. Time: Estimated time for presentation and discussion of the item.~~

C. Board, Commission and Youth Council Engagement

Boards, Commissions and the Youth Council may request a place on the agenda in advance of the meeting. The specific date shall be within three work session meetings and coordinated through the agenda preparation and review meeting.

D. Joint meetings

From time to time, Council may schedule joint meetings with bodies such as the School Board, Fire Commission, or neighboring City Councils.

4.9 Regular Business Meetings

A regular business meeting is a meeting convened on a regular series of dates (and at a time) stated in City ordinance. A regular or special meeting of the Council is primarily for the purpose of voting on the City's business, generally in the form of motions, resolutions or ordinances.

4.9.1 Schedule of Regular Business Meetings

Regular business meetings of the Council of the City of Lake Forest Park shall be held on the second and fourth Thursdays of each month, January through the second week of December each year. Regular business meetings shall be held at 7:00 p.m. at the City Hall Council Chambers, located at 17425 Ballinger Way N E, Lake Forest Park, Washington, 98155.

4.9.2 Public Comment

A business meeting typically includes public comment for a limited period of time stated in advance on the agenda, during which a member of the public may address the Council on any matter of public concern that the Council has purview, control or influence over (whether or not on the agenda) for up to three minutes. The actual time allowed for individual public comment shall be determined by the presiding officer and stated publicly at the beginning of the public comment period.

- A. Any member of the public wishing to address the Council will fill in the sign-in sheet provided for that purpose. Speakers must be recognized by the chair, come forward to the microphone and identify themselves by name, ~~address, and organization, if any,~~ and state the agenda item or topic they are addressing before proceeding. If the speaker makes disruptive, impertinent, slanderous, or threatening remarks while addressing the Council shall be asked to leave the Council Chambers by the Mayor, or if the speaker is participating remotely, the Mayor will request the City Clerk to remove their permission to talk in the application. The speaker shall abide by the time limits established for the particular hearing or comment period. The Mayor shall announce this rule at the beginning of any meeting or hearing.
- B. ~~Lengthy~~ Written comments ~~should~~ may also be submitted ~~in written form and presented in summary within by emailing the allotted time. The Council encourages written city clerk. These~~ comments will be submitted for consideration on all issues, distributed to the whole Council. The City Administration will provide a written summary of all questions asked by citizens. The City Administrator or Mayor ~~is~~ are responsible for providing a City response to the questions and will inform the Council of ~~his/her~~ their follow-up actions.

4.9.3 Public Hearings

Public hearings required by State law shall be held before the Council, but legislative action shall not be taken during such a hearing. Public hearings may be scheduled during a regular meeting or a special meeting.

- A. The Chair shall open the hearing and state its subject, explain the rule governing public participation, limit the period for individual comments (3 to 5 minutes, depending on the subject), confirm the duration of the hearing, and, if necessary, arrange for continuation of the hearing. If appropriate, a City representative will provide background information, and then speakers will be recognized by the Chair in order according to the sign-in sheet. The public hearing typically occurs during a publicly noticed portion of a regular or special meeting of Council, where the time of the hearing has been stated in the prior public notice.
- B. The Council may request the Administration to respond to any question raised and not answered during the hearing.

4.9.4 Business Meeting Agendas

Proposed agendas shall state the date, time, and location of the Council meeting. Proposed

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agendas shall be delivered in electronic format to members of the Council no later than two days before the meeting date. The agenda will be posted at city hall, the Council Chambers and the library by 5:00 p.m. on the Friday preceding the meeting.

Updated agendas will be posted by 12:00 noon on the day of the meeting.

A. Regular Meeting Agendas shall include:

1. Call to Order: 7:00 p.m.
2. Pledge of Allegiance
3. Proclamations
4. Adoption of Agenda
5. Public Comment
- ~~5-6.~~ Public Hearings
7. Citizen Presentations
- ~~6.~~ ~~Comment~~
- ~~7-8.~~ Consent Calendar
- ~~8-9.~~ Final Confirmation
- ~~9-10.~~ Ordinances and Resolutions for Introduction/Referral
- ~~10-11.~~ Ordinances and Resolutions for Council Discussion
- ~~11-12.~~ Ordinances and Resolutions for Action
- ~~12-13.~~ Council Discussion and Action
- ~~13-14.~~ Council Committee Reports
- ~~14-15.~~ Council/Mayor/City Administrator Reports
- ~~15-16.~~ Other Business
- ~~16-17.~~ Executive Session
- ~~17-18.~~ Adjourn
- ~~18-19.~~ Future Schedule

B. The Consent Calendar is used for Council action items that do not need further discussion at the Regular Business meeting either because they are routine, such as contract renewal, or have been thoroughly vetted as a function of the Work Session. Councilmembers may request that any item on the Consent Calendar be removed to Council Discussion and Action.

C. Business items on the agenda shall be annotated with the expected work and action of the Council for that item at that meeting. There shall be a bold notice at the bottom of all agenda pages indicating that the council may take action on items not on the agenda or may take other actions on agenda items that are not annotated, as allowed by Washington State law and in the best interest of the City.

D. ~~Citizen~~Public Comments shall be held at or as close to the beginning of the meeting as possible. Public Comment may be moved to the beginning of the meeting at the discretion of the Council and Chair, particularly if there are a large number of citizens present.

E. Each agenda item should be annotated with the ~~allotted time and~~ requested Council action.

F. Executive Sessions will be convened only for purposes allowed by the Open Public Meetings Act. The Mayor may convene Executive Sessions at any time during a Council meeting. The Mayor shall announce the general purpose of the session and the associated RCW reference, its anticipated duration, and if the Council may take action after returning to the regular meeting. The Mayor shall interrupt an Executive Session exceeding its announced duration and notify the public of an extension and its estimated duration. At the conclusion of the Executive Session, the Mayor shall reconvene the Council meeting and resume Council business. No action shall be taken in an Executive Session. Only those staff members whose presence is required for the topic currently under discussion should remain in the Council Chambers during an Executive Session.

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- G. Confirmation Review may be placed at any time during the meeting.
- H. No less than five copies of proposed ordinances on the agenda shall be available to the public on the public information table before consideration of such ordinances by the Council during the meeting. Every effort shall be made to provide sufficient public copies in anticipation of the interest in specific issues at the meeting. A packet containing all ordinances will also be available electronically through the city's website.

4.9.5 Councilmember Requested Agenda Items

Members should notify the ~~City Clerk~~Deputy Mayor by noon on the preceding ~~Friday~~Tuesday of requested agenda items, particularly those requiring final action at the same meeting. ~~The deadline for the updated agenda is 9:00 a.m. on the day~~These should only be items of the meeting-an emergent nature.

4.9.6 Council's Business Meetings Will Be Efficient and Businesslike

The information exchange, review, deliberation, and vetting of issues during the prior Work Session enables Council business meetings to be expeditious. The Presiding Officer's role, especially at the business meeting, is to keep Council business focused and expeditious.

4.9.7 Inauguration

Prior to the end of November of odd numbered years, the Council shall set a day and time for the official City inauguration of newly elected officials, which shall occur prior to and apart from the first regular meeting. The inauguration purpose is a public celebration of community unity and pride in Lake Forest Park with the beginning of a new biennial period in the City's history.

4.9.8 Organizational Meeting

At the first regular meeting in January following an election, the Council shall begin the meeting with an organizational agenda as follows:

- A. Adoption of Governance Manual
- B. Election of Council Chair and Vice Chair
- C. Appointment of Committee Chairs and Vice Chairs

4.10 Goal Setting Retreats

A retreat is generally a Special Meeting called for the purpose of very informal discussion dealing with goals, objectives and guidelines for future activity of the organization. At a retreat, the Council may, for example, develop goals and objectives for its own organization for the year, consider priorities for the Council work plan, consider priorities and goals for the ~~citizen~~volunteer commissions, or set goals for the City. These goals should be elements of annual performance evaluations. Although a detailed listing of the City's activity plan for a coming year may result from informal consensus, formal adoption should be made in a regular Council meeting by motion or resolution. Retreats are open to the public, but participation is limited to Councilmembers and others that are designated by the Council, such as a facilitator.

4.11 Public Meetings

The Council may organize other meetings with the public in various settings outside of City Hall, such as public forums, presentations to community organizations, town halls, and so on. In such settings, the meeting shall ideally include one or more Councilmembers and one or more members of the Administration.

~~3.2.1 Public Forums~~

When major public policy development warrants, and after adequate preparation of issues and alternatives, ~~from time to time, Council may schedule~~ public forums ~~can be used~~ to help develop a public ~~consensus or consensus on~~ the issues. The general procedure would be to provide basic information, to explore alternatives and options and to receive verbal and written public comments.

~~3.2.2 Community Forums~~

Article 5: COUNCIL DELIBERATIONS

5.1 Effective Decision-Making Requires Finality

Effective decision-making results in finality and “moving on,” ~~and as a result, shall limit the prerogative to reconsider a Council decision.~~” The process for reconsideration is such that immediately following a vote, if a Councilmember feels she/he voted incorrectly, she/he may immediately request a revote, stating the reason. A revote will be taken upon a majority vote to approve by the Council, and such consent shall not be unreasonably withheld. The Council will generally not take another vote on a matter for the sake of prolonging the debate, unless significant events have transpired since the original vote.

5.2 Council Meeting Agendas Are Set by a Team

Agendas for Council Business Meetings and Work Sessions are routinely developed and refined by the Council Chair, (Deputy Mayor), the Mayor, and City Administrator or designee. The agenda-setting team shall review the next three months’ meeting topics and coordinate other meetings to ensure staff work and public notices support the Council’s work schedule.

The Administration shall establish a 12-month prospective calendar of agenda items for Council Business Meetings and Work Sessions, which shall be reviewed in the Committee of the Whole quarterly. Councilmembers should inform the Council Chair with regard to topic requests for upcoming agendas. The agenda setting team shall make every effort to reasonably accommodate requests in a timely manner.

5.3 Council Actions

Council actions take the form of motions, resolutions and ordinances ~~– in accordance with Robert’s Rules of Order.~~ All actions require a motion and a second for discussion and then a majority vote of a quorum of the Council for adoption.

5.3.1 Motion

Only Councilmembers may discuss a motion pending before the Council. Others may address the Council only at the request of a Councilmember with the consent of the Council.

An adopted motion is a form of action taken by the Council to direct that a specific course of action be taken or executed on behalf of the municipality. A motion is similar to a resolution, but is generally oral, much shorter and worded in a more informal manner than a resolution. An adopted motion is the administrative equivalent of a resolution.

5.3.2 Resolution

An adopted resolution is a statement of legislative policy or direction concerning matters of special or temporary character. Council action shall be taken by resolution when required by law or in those instances where a written expression of legislative policy that is lengthier or more meticulously worded than a motion is desired. While resolutions are often just a statement of policy, a resolution may also have the force of law (e.g., a resolution setting permit fees, or a resolution declaring certain City property to be surplus).

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5.3.3 Ordinance

An enacted Ordinance is a local law (legislative act) prescribing general rules of conduct. Council action shall be taken by ordinance when required by law, or where prescribed conduct may be enforced by penalty. An ordinance is a legislative act within the City Council's law-making sphere, similar to the way in which a statute is a legislative act of the State Legislature. The general guiding principle is that actions relating to subjects of a permanent and general character are usually regarded as legislative and should be addressed through an ordinance, and those providing for subjects of a temporary and special character are regarded as administrative and should be addressed through a resolution.

5.3.4 Motion to “Lay on the Table”

The motion to “lay on the table” shall require that the main motion be brought back to the Council at that meeting immediately after the final action item or immediately after the City Administrator’s report, whichever comes first. This motion shall not be used to end discussion on an item. The proper motion to end discussion is to either move the previous question or to move to postpone indefinitely or to a definite time. In the latter case, the item remains on the agenda for the next meeting.

4.1.1 Reconsideration-Revote

The motion for reconsideration of an ordinance--Ordinance Veto Override--may be placed as the first item on the final action calendar at the next regular meeting or as an action item at a special meeting, following the filing of the Mayor’s veto message. The motion may not be tabled or postponed. The Deputy Mayor will chair the meeting during this agenda item. The Mayor, if present, may have up to three minutes to address the Council. Council discussion on the motion will follow. At the conclusion of discussion, if any, the Deputy Mayor shall put the motion to a vote. Councilmembers present shall cast an “aye” or “nay” vote unless they are recused. The vetoed ordinance must receive five affirmative votes to be adopted. Fewer than five votes for the ordinance shall mean that the veto is sustained.

5.3.6 Dissents and Protests

Any Councilmember shall have the right to express dissent from, or protest, orally or in writing, any motion, resolution or ordinance of the Council and have the reason therefore entered or retained in the minutes.

5.3.7 Comprehensive Plan Amendment

Such an amendment is a legislative act in which the Council amends all or part of the Comprehensive Plan after the Planning Commission has deliberated, held public hearings and made recommendation(s) to the Council. The Council likewise holds a public hearing before passage.

5.3.8 Budget Adoption

The Council adopts or amends the budget document for the City on an annual or biennial basis. Although the budget is a maximum spending plan, it must be managed by the Mayor and City Administrator to operate within actual revenue received for each fund.

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5.3.9 Capital Facilities Plan (CFP) Adoption or Amendment

The CFP is a 6-year capital facility and infrastructure development and financing plan that is required by the Growth Management Act, RCW 36.70A.070(3). It is required to be kept up to date on an annual basis, and may by law be amended outside the regular Comprehensive Plan update process if the amendment occurs concurrently with the adoption of the City's budget, RCW 36.70A.130(2)(a)(iv). It is done in Lake Forest Park as a companion to the budgeting process and establishes priorities for construction or replacement of capital facilities of the City. A full update is on a two-year cycle that coincides with the mid-biennial budget review. The biennial budget also includes any project additions or updates as needed, such as new projects for which grants have been received.

5.3.10 Quasi-judicial Ruling

A ~~quasijudicial~~quasi-judicial ruling is an administrative ruling made by the Council, Hearing Examiner, or Planning Commission wherein the process and facts to be heard and judged are prescribed by regulatory laws or ordinances and, as such, are appealable to a higher authority or court of law. The role of the deciding authority is carried out as a legal duty in the manner prescribed by the facts and applicable laws or regulations. The deciding authority's role in this regard is separate from the more usual role of legislative preference, and Council and the Planning Commission should be mindful of this role on the limited occasions during which a ~~quasijudicial~~quasi-judicial decision is before it.

5.3.11 Confirmation of City Officials

The following procedure shall apply to all confirmation proceedings:

- A. The Mayor will make nominations to the Council indicating the name and address of the nominee, commission or position of appointment, term expiration, and position number on the agenda for confirmation review.
- B. At the time of nomination, the Mayor will provide to each Councilmember a copy of the nominee's application and resume, and a letter from the nominee (if any).
- C. The confirmation agenda item at a regular meeting will be divided into two items:
 1. Confirmation Review; and
 2. Final Confirmation Calendar
- D. All nominees shall appear on the agenda for the first time for confirmation review preferably during study sessions. After completion of the review process, final confirmation of the nominee shall be placed on the Consent Calendar for final confirmation during the regular meeting. Upon consent of the Council, the nominee may be confirmed at the same meeting as the confirmation review.
- E. Confirmation review process shall include:
 1. Introduction of nominee by the Mayor.
 2. Three-minute statement by the nominee that should address the following issues:
 - a. Why does the nominee seek to serve the City as a commissioner or official?
 - b. What qualifications, skills, or abilities does the nominee bring to the commission or position?
 3. Questions from Councilmembers for the nominee.
- F. Final Confirmation Calendar: The list of nominees for final confirmation may be a separate addendum sheet to the regular agenda, provided it is posted with the agenda for the public. The entire list may be confirmed as part of the Consent Calendar, except any one

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Councilmember may remove any name from such a motion and that nominee shall thereafter be voted upon by separate motion.

- G. All nominees shall appear before the Council during confirmation review unless the nominee requests to be excused and such request is approved by the Council. An approved motion to suspend this rule and excuse the nominee from appearing shall allow the nominee to be scheduled for the final confirmation calendar. The confirmation review may be delayed no more than three consecutive meetings at the request of the Mayor, nominee or by majority consent of the Council.
- H. Final confirmation may be delayed for one regular meeting at the request of the nominee, the Mayor or by majority consent of the Council. The majority of the Council may approve a second delay. The nomination may be withdrawn prior to the call for the question for final confirmation. This action must be by the nominee in writing or verbally at a Council meeting or by the Mayor verbally at a Council meeting. Once a nomination is withdrawn, a subsequent nomination of the same individual must begin at the start of the process.
- I. Only Councilmembers and the Mayor may speak to a motion regarding final confirmation.

5.4 Voting

The votes during all meetings of the Council shall be transacted as follows:

- A. Unless otherwise provided by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a roll call vote shall be taken and recorded by the City Clerk. The Presiding Officer shall determine the order of the roll call vote.
- B. In case of a tie vote on any proposal, the motion shall be considered lost. The Mayor shall have a vote only in the case of a tie in the votes of the Councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money.
- C. Every Councilmember who was ~~in the Council Chambers, or as authorized for remote participation, when the question was put shall give his/her vote unless the Council, for special reasons, shall excuse the Councilmember by motion. If any Councilmember refuses to vote "aye" or "nay" present for the meeting in person or remotely is eligible to vote. present for the meeting in person or remotely is eligible to vote. .~~ If any Councilmember abstains (for example, due to a conflict of interest), the result shall be determined in accordance with Robert's Rules, which generally means that it shall be as if the individual who abstained from voting was not present for the vote.
- A. ~~Incorrect Vote. Immediately following a vote a Councilmember, if he/she feels that he/she has incorrectly voted or that a fellow Councilmember has voted incorrectly, he/she can request a revote if approved by a majority of the Council. Approval is not to be unreasonably withheld.~~

5.5 Ordinance and Resolution Drafting Standard

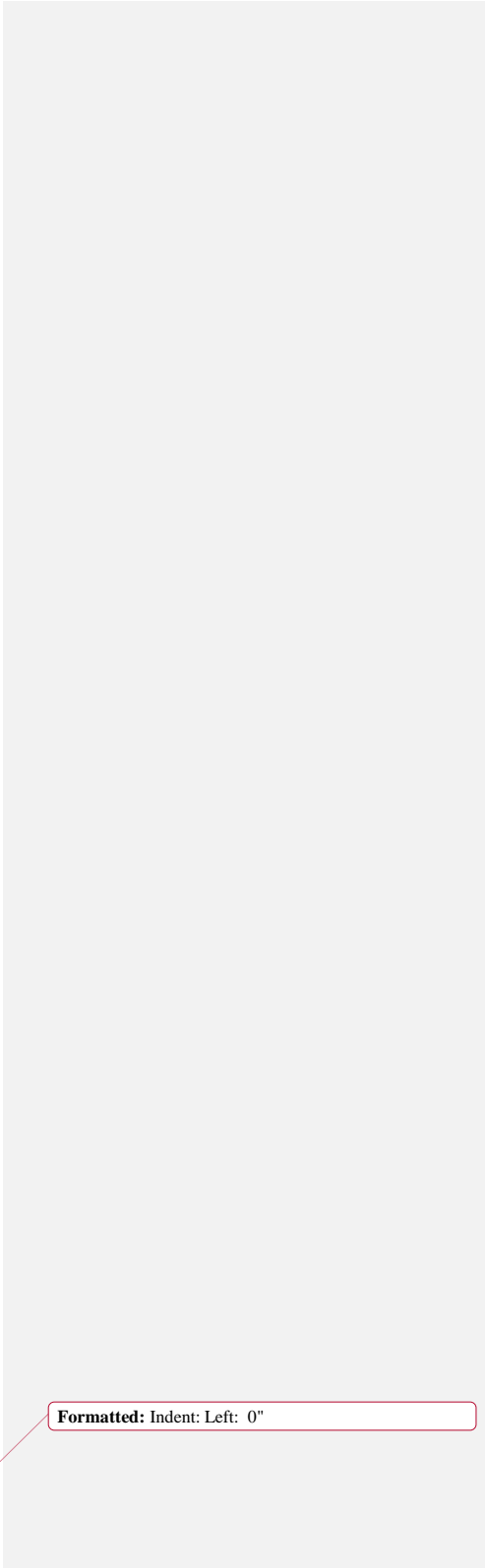
A resolution shall be drafted using the same rules as an ordinance and shall be drafted as follows for consideration by the Council:

- A. The ordinance number shall be at the top, centered and in bold. On all pages the ordinance number shall be placed in the footer, on the same line as the page number, right justified.
- B. The title shall be centered below the number in bold, capitalized letters.
- C. A straight line shall be placed below the title.
- D. The body of the document shall use 0.6-inch margins on the top, right and bottom and 1-inch on the left. Indentation shall always be 5 spaces when used. Block justification should be used with continuous line numbering in the left-hand column. A line space should be

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used between paragraphs. Twelve-point font should be used.

- E. “Whereas” clauses shall be stated with only the first sentence indented and “Whereas” capitalized and in bold.
- F. The required ordaining clause is placed following the “Whereas” clause(s). The first sentence will be indented. The clause is in capitalized bold lettering.



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- ## 5.6 Amendments to Ordinances and Resolutions

- ## Amendment to Ordinance XXX by Councilmember XXX

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- G. In order to simplify amendments, only one strike and one insert may be put together in one amendment paragraph. The above example is one amendment paragraph. More than one amendment paragraph may be listed on a page.
- H. Drafting and copying of amendments, resolutions or ordinances for the Council by City staff shall be provided only upon the request of a Councilmember, the Mayor or by formal commission or board action.

5.7 Appointment to Fill Council Vacancy

- A. ~~A.~~—The City Council, pursuant to RCW 35A.12.050 and RCW 42.12.070, is authorized to fill a vacancy on the City Council by appointing a qualified person to fill the vacant position. A Council position shall be considered vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010. A Councilmember who is vacating his or her position may not participate in the appointment process. The position should be filled at the earliest opportunity, but no later than ninety (90) days from the vacancy occurring.
- B. ~~B.~~—The City Council shall ask the Mayor to direct City staff to begin the administrative processes needed to fill the vacancy as provided below:
 - 1. The City Clerk or designee ("City Clerk") shall advertise for the vacant Council position in the City's Official newspaper once each week for two consecutive weeks. Courtesy copies of the advertisement shall be provided to other local media outlets and current members of City commissions and task forces.
 - 2. The advertisement shall include the qualifications needed for appointment to the vacant Council position consistent with the requirements to hold public office in the City: be a registered voter of the City; and have at least one year of residency in the City. The advertisement shall include the time period to be served in the vacant position, a summary of Councilmember duties, salary information, the deadline for submitting an application, projected interview and appointment schedules as determined by the City Council, and such other information as the City Council deems appropriate.
 - 3. The City Clerk shall solicit input from all Councilmembers and prepare an application form. Applications shall be available at City Hall, the King County library located in the City, and other locations the City Council deems appropriate.
 - 4. Completed applications and supporting materials received from applicants by the deadline shall be electronically distributed by the City Clerk to the City Council within two business days of close of the application period.
 - 5. The City Clerk shall publish the required public notice for meetings at which Council will be interviewing applicants, deliberating, and voting to fill the vacancy. Interviews may take place at either a regularly scheduled business meeting of the Council or a special meeting of the Council Committee of the Whole.
 - 6. The City Clerk shall notify all applicants that the Council has decided to interview of the location, date and time of the interviews.
- 1. ~~1.~~—If the number of applications received by the deadlines is more than six (6), the Council may choose to interview less than all of the applicants. The decision regarding which applicants to interview shall be made by a vote of the Council.
- 2. ~~2.~~—Prior to the interviews, the Council Chair shall accept one interview question from each Councilmember.
- 3. ~~3.~~—The applicants' order of appearance for the interviews shall be determined by random drawing by the City Clerk prior to the meeting.
- 4. ~~4.~~—Each interview shall last no longer than thirty (30) minutes, unless Council decides to reduce the allowed amount of time based on the number of applicants to be

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interviewed.

- a. The applicant shall have up to five minutes to present his or her credentials to the Council. (5 minutes)
 - b. The Council shall ask a predetermined set of questions to the applicants. Each applicant will be asked the same questions and will have up to two minutes to answer each question. (14-21 minutes)
 - c. After the predetermined questions, Councilmembers may ask and receive answer to miscellaneous questions from an applicant. (4- 11 minutes)
1. Upon completion of the interviews, Council may convene an executive session to discuss the qualifications of the applicants interviewed pursuant to RCW 42.30.110(1)(h). All interviews, deliberations, and votes taken by the Council shall be in open public session.
 2. In open public session, the Council Chair shall call for motions from Councilmembers for the purpose of voting on an appointment to a fill a vacant Council position.
 3. At any time during the appointment process, the City Council may postpone voting on the appointment if an affirmative majority vote has not been received for an applicant.
 4. Nothing in this policy shall prevent the Council from reconvening into executive session to further discuss applicant qualifications.
 5. The Council Chair shall declare the applicant receiving the affirmative majority vote as the new Councilmember who shall be sworn into office by the City Clerk at the earliest opportunity or no later than the next regularly scheduled Council meeting.

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Article 6: THE EXECUTIVE BRANCH

6.1 Mayor

The Mayor shall be the chief executive and administrative officer of the City, in charge of all departments and employees, with authority to designate assistants and department heads. The Mayor may appoint and remove a chief administrative officer or assistant administrative officer, if so provided by ordinance or charter. He or she shall see that all laws and ordinances are faithfully enforced and that law and order is maintained in the city, and shall have general supervision of the administration of City government and all City interests (see RCW 35A.12.100). Other duties include:

- Faithful performance of contracts; bonds approved/disapproved; may file lawsuits (with Council confirmation);
- Make recommendations for Council consideration and action;
- Prepare and propose a budget; may veto ordinances passed by the Council; and
- Serve as the official and ceremonial head of the City and shall represent the City on ceremonial occasions.

6.2 City Administrator

The City Administrator is the chief operating officer for the City with administrative, executive and liaison functions under the direction and authority of the Mayor as chief executive officer. Duties, powers and responsibilities are: supervise, administer and coordinate the activities and functions of the various City offices and departments in carrying out the policies of the City Council, and administer and supervise the carrying out of the decisions, regulations and policies of the various City departments and commissions; regularly report to the Mayor and City Council concerning the status of all assignments, duties, projects and functions of the various City offices and departments; serve as personnel officer for the City, including, without necessary limitation:

- The hiring and discharging (subject to the approval of the Mayor) of all City employees except those employees and officers required by state law or City ordinance to be appointed by the Mayor or elected by the voters of the City, and subject to any applicable civil service laws, ordinances or regulations;
- Supervise all purchasing by the various City offices, departments and commissions;
- Supervise all expenditures by the various City offices, departments and commissions for the purpose of keeping the same within the limitations of the annual budget of the City;
- Assist the Mayor and City Council generally in conducting the City's business in all matters; and
- Perform such other duties and assume such other responsibilities as the Mayor or City Council may direct, and as by ordinances and resolutions of the City Council may be required. (See LFPMC 2.04).

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6.2.1 Role of the City Administrator

The City Administrator shall attend all meetings of the City Council, unless excused by the Mayor. Under the direction of the Mayor, the City Administrator may recommend for adoption by the Council such measures as he/she may deem necessary or expedient, prepare and submit to the Council such reports or proposals as may be required by the body or as the City Administrator deems advisable to submit; keep the Council fully advised as to the business and finances of the City; and, when appropriate, shall take part in the Council’s discussion on all matters concerning the welfare of the City. In the event that the City Administrator is unable to attend a Council meeting, the City Administrator, with the consent of the Mayor, shall appoint a key staff member to attend the meeting as the representative of City Administration.

During Council meetings, the Presiding Officer should rely on the City Administrator to introduce the administrative participation on agenda items and should offer opportunity for comment or recommendation of the City Administrator before final vote on important matters.

6.3 Communications to the Public are Essential

The Mayor and City Administrator shall be responsible for the City communications function, but important and/or controversial communications shall be promptly copied to Council and other responses sent to Council pursuant to Council rules of procedure.

The Mayor is responsible for accurately communicating Council legislative policies. Prior to a final policy decision by the Council, the Mayor may also express the Administration’s view as regarding a specific legislative policy but must clearly identify the Administration’s view as separate from Council’s proposed policy. When a final policy decision has been made, the policy of the City shall be clearly communicated.

6.4 Professional Standards are Respected

Through its personnel handbook, the City of Lake Forest Park encourages its key employees to participate in professional and trade organizations. City leaders support professional government and respect the professional association standards and model documents.

6.5 Regular and Understandable Financial Reporting

The City’s regular financial reports enable the Council and community to understand the City’s financial condition, and are in harmony with accounting standards for governmental organizations, applicable law and municipal best practices, taking into account brevity, cogency, and clarity.

6.6 Mayor and Administration are Mindful of Risk Management

Mayor and Administration assure the Washington Cities Insurance Authority (WCIA) member compact is followed. There is an annual review of risk management with WCIA. The interlocal agreement for WCIA membership provides for WCIA settlement of claims and lawsuits in consultation with the member. The Council empowers the Mayor and City Administrator to represent the City in claims administration, and the Council should be consulted on major claims and lawsuits or settlements involving direct payment of City resources. The Council will not interfere with the claims adjudication process. The Council will conduct its business equally mindful of risk management.

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6.7 Public Information is Enhanced by Audio, Video, and Website & NoteAccess

The City will strive to make its proceedings as accessible to the public as possible within the budget and technology available. Video, audio and/or approved minutes of meetings are concise and are approved and posted online in as timely a manner as possible.

6.8 Correspondence

The Mayor and Council recognize the value of the City speaking with one voice and have agreed that, unless specifically otherwise determined, the Administration will prepare written responses to ~~citizens.~~ the public.

The Administration will make every reasonable effort to respond to all written correspondence addressed to the Mayor and Council and copy the Council within 14 days of receipt. Response to verbal testimony by the Administration will be at the specific request of the Council.

The City Administrator will report on correspondence from the Administration between Council meetings in ~~his/her~~their report. Copies of such responses should be provided to the Council in their next meeting packet.

~~This shall not preclude individual Councilmember responses or informal responses coordinated with individual members and appropriate staff.~~

6.9 City Clerk -- Minutes -- Public Information Access

The City Clerk shall adhere to the requirements of State law (RCW 35.23.121), and shall be the ex-officio Clerk-of-the-Council. The City Clerk shall keep minutes as required by law, and shall perform such other duties in the meeting as may be required by the Council, Presiding Officer or City Administrator. In the absence of the City Clerk, the City Clerk shall appoint a replacement to act as Clerk-of-the-Council. The Clerk-of- the-Council shall keep minutes, which identify the general discussion of the issue and complete detail of the official action or consensus reached, if any. The City Clerk shall make an audio recording of the proceedings of all public hearings, regular business meetings, study sessions and workshops, and ~~quasijudicial~~quasi-judicial proceedings. The Clerk shall keep, and make available, an agenda and date for each ~~audio~~audiovideo recording, which will facilitate location of the recorded proceedings. The ~~audio~~audiovideo recordings shall be posted publicly on the City website, ideally within 48 hours after the meeting.

Article 7: PUBLIC PARTICIPATION IN CITY GOVERNMENT

7.1 Public Comment Period at Business Meetings

The agenda for Council Business Meetings shall generally include a period of time known as the Public Comment Period. Within that time period, any member of the public may be recognized by the Presiding Officer and may address the full Council on any public issue – whether or not on the agenda. Unless Council determines otherwise, the Public Comment Period at a Business Meeting is reserved for comments by the public, rather than responses from the Council or the Administration.

Public comment is limited to items listed on the agenda and/or items within the purview of the Council, e.g., speeding concerns or requesting street lights on a particular street.

7.2 Other Meetings with the Public Outside of City Hall

Work sessions, committee meetings and retreat meetings may provide opportunities for public comment. Opportunities for public comment will be noted on individual agendas.

7.3 Additional Avenues for Public Participation

Public process activities may also incorporate a range of tools such as press releases, newspaper columns, fact sheets, Q&As, etc., as described in the City’s documents and guidelines pertaining to public participation in various projects and processes.

7.4 Commissions, Committees, and Boards

Lake Forest Park has adopted a volunteer commission system (detailed in LFPMC 2.22) that provides for appointed individuals to make policy, program, and budget recommendations in specific issue areas. The following Commissions ~~have been~~, Committees, and Boards are currently established for public engagement and participation:

- A. Planning Commission;
- ~~A. Community Services Commission;~~
- ~~B. Environmental Quality Commission;~~
- ~~C. Transportation Commission;~~
- ~~D. Economic Development Commission; and~~
- B. Civil Service Commission-

- C. Relationship between Council, Mayor Salary Commission
- D. Tree Board
- E. Parks and City Administrator, Staff Recreation Board
- F. Climate Action Committee

7.4.1 Alternates for Commissions, Committees, and Boards

Recognizing the Public importance of the contributions of volunteers in our community, the Mayor shall interview and recommend to the City Council two alternates per commission, committee, or board, subject to the following conditions:

In the absence, resignation or expiration of term by a member of a commission, committee, or board member, an alternate, if able to be present, will become a voting member of the body. The seniority of the alternates is based upon their date of confirmation.

**Article 8: RELATIONSHIP BETWEEN COUNCIL, MAYOR AND CITY ADMINISTRATOR,
STAFF AND THE PUBLIC**

Council sets public policy to be carried out by the Administration and establishes budgetary authority for departments and positions, and may determine the duties and compensation of each, but does not interfere with the Mayor's and the City Administrator's management of City employees or the setting of internal operating policy.

8.1 Council and Administration Roles and Responsibilities Differentiated

Leaders adhere to the separate and distinct public policy and management roles of the Council and Administration. Administrative policy and complaints are handled by the Mayor, City Administrator and Department Heads (RCW 35A.12.100); legislative policy is established by Council for enactment by City Administration (RCW 35A.11.020).

8.2 Performance-Driven Management

The Mayor reviews the City Administrator's performance annually. The City Administrator is responsible for performance reviews of subordinates.

8.3 City Attorney Is Legal Counsel to the City and Its Officials Collectively

The City Attorney is ~~appointed~~retained by the Mayor, subject to the confirmation by a majority of the City Council, and represents the City. In that capacity, ~~she/he provides~~they provide legal advice to the Mayor the Council, the City Administrator and staff to the extent their interests coincide with the City's.

8.4 Staff Communications Encouraged

Members of the Council are encouraged to interact with City staff designated by the administration for the purpose of gathering information, obtaining progress reports on policies and programs or providing information to staff relevant to their Council office. Councilmembers should avoid giving direction or advice to members of City staff.
Councilmembers should be mindful of limited resources, and understand that larger requests for information may require additional time to fulfill. City staff should provide their supervisor with the same information shared with the Councilmember. Should the information provided relate to an actionable item on an upcoming agenda, Councilmembers should share the information with the Council.

8.5 City Administrator – Interference by Councilmembers

As provided by RCW 35A.13.120, neither the Council, nor any of its committees or members, shall direct the appointment of any person to, or his or her removal from, office by the Mayor or any of his or her subordinates. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the Mayor and neither the Council nor any committee or member thereof shall give orders to any subordinate of the Mayor, either publicly or privately. The provisions of this section do not prohibit the Council, while in open session, from fully and freely discussing with the Mayor or the City Administrator anything pertaining to appointments and removals of City officers and employees and City affairs.

8.6 Complaints to Councilmembers

When performance complaints or complaints of non-action are made by ~~citizens~~members of the public about staff directly to an individual Councilmember or in a Council or committee meeting, the Council member or Council should then refer the matter directly to the Mayor for review and/or action. The individual Councilmember or the Council may request to be informed by the Administration of the action or response made to the complainant.

8.7 Administrative Complaints -- "Best Practice"

Although ~~citizens'~~public direct access to elected officials is to be encouraged to help develop public policy, City Councilmembers should not develop a "personal intervention" pattern in minor calls for service or administrative appeals which may actually delay a timely customer service response. The best policy is to get the ~~citizen~~member of the public into direct contact with the appropriate department or the City Administrator, unless an unsatisfactory result has occurred. In that case, refer to Section 8.~~7~~6 above.

8.8 Staff Provides Adequate Information for Council Legislative Policy-Setting

Good information facilitates good decisions. Given the size of the City, the Council does not have its own separate research staff. Therefore, the Administration should assure that staff time is made available to the Council so that information provided to the Council is timely and sufficient for effective decision making.

- A. Information is adequate or sufficient when it provides a balanced background of the subject and gives the Council reasonable policy options and costs.
- B. Factual information requested by one member should be given to all members (within reason).
- C. Council will be notified in writing of delays in provision of information beyond one business meeting. This notification shall include a time line with regard to when and how a request will be handled.
- D. Subject to the foregoing, the Mayor, City Administrator and staff will work in good faith to respond to requests for information as thoroughly and as promptly as possible or refer the request to the Council for guidance.
- E. In the event that an information request is overly broad, the Mayor may request a narrowing of the scope of the request, and/or a reprioritization of current Council goals, which requires a majority vote of the Council.

F. In addition to the foregoing procedures, each department head shall make a quarterly report to City Council on their department and outcomes of Council Legislation.

8.9 Public Documents Ensure Open And Transparent Government

The Council and Administration will adhere to laws on public access to documents.

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CITY BOARDS & COMMISSIONS:

Budget & Finance Committee – Chair: Deputy Mayor French, Vice-Chair: Councilmember Riddle, Councilmember Lebo - Member

Planning Commission - Councilmember Bodi

Tree Board – Councilmember Goldman

Parks and Recreation Advisory Board – Councilmember Bodi

Sound Cities

HealthierHere Governing Board - Councilmember Riddle, ~~Member~~ (Board President in 2024)

Joint Recommendations Committee (JRC) - Councilmember Riddle, Member

PSRC Growth Management Policy Board - Councilmember Kassover, Alternate

SCA Public Issues Committee (PIC) - Deputy Mayor French, Member & Councilmember Bodi, Alternate

King County Solid Waste Advisory Committee (SWAC) - Councilmember Kassover, Member

OTHER

SeaShore Transportation Forum - Councilmember Kassover, Member & Councilmember Goldman, ~~Member~~ (co-chair in 2024) & Councilmember Lebo, Alternate

North Urban Human Services Alliance - Councilmember Kassover, Board Member

Metropolitan Solid Waste Advisory Committee - Councilmember Kassover, Member

Department of Natural Resources Washington Community Forest Council - Councilmember Riddle, Member

Lake Ballinger/McAleer Creek Watershed Forum – Mayor Johnson, Member & Councilmember Furutani, Alternate

Water Resource Inventory Area 8 Salmon Recovery Council (WRIA 8) – Councilmember Bodi, Member & Councilmember Furutani, Alternate

North King County Shelter Task Force - Councilmember Riddle, Member

K4C Outreach Committee - Councilmember Kassover, Member & Councilmember Furutani, Member



PROCLAMATION

WHEREAS, the Reverend Martin Luther King, Jr. has inspired this country and the world with his vision and dedication to freedom and equality; and

WHEREAS, Martin Luther King, Jr. became the voice of the American civil rights movement in the 1950s and 1960s with eloquent speeches and nonviolent action that resulted in landmark legislation—the Civil Rights Act of 1964; and

WHEREAS, Martin Luther King, Jr. was assassinated on April 4, 1968, at 39 years of age; and

WHEREAS, the voice of Martin Luther King, Jr. was not silenced, and his faith and courage in proclaiming the message of liberty and justice for all lives on; and

WHEREAS, federal legislation signed into law on November 2, 1983, established a legal holiday to be celebrated on the third Monday in January honoring the life of civil rights leader Martin Luther King, Jr., who was born on January 15, 1929.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim Monday, January 15, 2024, as

MARTIN LUTHER KING JR. DAY

in the City of Lake Forest Park, and I urge all citizens to join me in this special observance.

Signed this 15th day of January 2024.

Tom French, Mayor

**CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL MEETING MINUTES
December 14, 2023**

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

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Council Vice-Chair; Lorri Bodi, Tracy Furutani, Jon Lebo, Semra Riddle

Councilmembers absent: Larry Goldman

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Matt McLean, City Clerk

Others present: 58 visitors

CALL TO ORDER

Mayor Johnson called the December 14, 2023 City Council special meeting to order at 5:30 p.m.

ADOPTION OF AGENDA

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

PROCLAMATIONS – Jeff Johnson and Phillippa Kassover

Deputy Mayor French read a proclamation honoring and thanking Mayor Jeff Johnson for his service as City Councilmember and Mayor for the City of Lake Forest Park.

Mayor Johnson gave brief comments.

Mayor Johnson read a proclamation honoring and thanking Phillippa Kassover for her service as a City Councilmember for the City of Lake Forest Park.

Cmbr. Kassover gave brief comments.

RECEPTION

At 5:40 p.m., a reception was held for Mayor Johnson and Cmbr. Kassover.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:00 p.m.

Tom French, Deputy Mayor

Matthew McLean, City Clerk

DRAFT

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
December 14, 2023

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

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Council Vice-Chair; Lorri Bodi, Tracy Furutani, Larry Goldman (via Zoom and in person), Jon Lebo, Semra Riddle

Councilmembers absent: none

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Andy Silvia, Senior Project Manager; Matt McLean, City Clerk

Others present: 5 visitors

CALL TO ORDER

Mayor Johnson called the December 14, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor Johnson led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

PUBLIC COMMENTS

Mayor Johnson invited comments from the audience. The following members of the audience shared comments with the Council:

- Stephanie Angelis, LFP resident, opposes residential parking zones and speeding near Horizon View Park

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

1 FINAL CONFIRMATION

2
3 The City Council interviewed two applicants for partial term vacancies on the Tree Board:
4 Victoria Kutzaz and Stacey Spain.

5
6 **Deputy Mayor French moved** to confirm the Mayor's appointment of Victoriz Kutzaz to
7 Position 2 on the Tree Board and Stacey Spain to Position 7 on the Tree Board, with both
8 partial terms ending February 28, 2025. **Cmbr. Bodi seconded. The motion to confirm**
9 **the Tree Board appointments as stated carried unanimously.**

10 PRESENTATION – Safe Speed Study

11 Jon Pascal and Paul Sherman (via Zoom) from Transpo Group gave a presentation and
12 responded to questions on the Safe Speed Study.

13 Discussion followed. There was consensus of the Council for option three with traffic calming
14 options.

15
16 Mayor Johnson left the meeting at 8:15 p.m.

17 CONSENT CALENDAR

18
19 **Cmbr. Riddle moved** to approve the Consent Calendar as presented. **Cmbr. Bodi**
20 **seconded. The motion to approve the Consent Calendar as presented carried**
21 **unanimously.**

- 22 1. November 9, 2023 City Council Work Session Minutes
- 23 2. November 9, 2023 City Council Regular Meeting Minutes
- 24 3. November 15, 2023 City Council Special Meeting Minutes
- 25 4. November 30, 2023 City Council Special Meeting Minutes
- 26 5. December 8, 2023 City Council Special Meeting Minutes
- 27 6. Approval of City Expenditures for the Periods Ending November 23, 2023 (prepaid) and
28 December 14, 2023, covering 85576 – 85681 in the amount of \$337,284.46, and that
29 Claims Fund Check Nos. 85682 through 85732 in the amount of \$547,315.83, 11/08/23
30 Payroll Fund ACH transactions in the amount of \$180,621.37 and Direct Deposit
31 transactions in the amount of \$188,851.07 and 11/22/23 Payroll Fund ACH transactions
32 in the amount of \$167,330.72 and Direct Deposit transactions in the amount of
33 \$178,087.40; additional approved transactions Elavon, \$900.18; Wex Bank, \$43.06;
34 Invoice Cloud, \$1,336.55; Lexis Nexis, \$136.58; Invoice Cloud, 1,045.50; State of
35 Washington Excise Tax, \$8,828.31; US Bank, \$46,231.24; US Bank, \$54,290.68; total
36 approved Claims Fund transactions \$1,712,302.95
- 37 7. Resolution 23-1930/Authorizing the Mayor to sign a Contract for Public Defense Services
38 with Stewart MacNichols Harmell, Inc., P.S.
- 39
- 40
- 41
- 42
- 43

8. Resolution 23-1934/Authorizing the Mayor to Sign an Interagency Agreement with the Seattle Police Department for the Washington Internet Crimes Against Children Task Force
9. Resolution 23-1935/Authorizing the Mayor to Sign the Washington Military Department State and Local Cybersecurity Grant Program Agreement
10. Resolution 23-1938/Adopting the City of Lake Forest Park City Council Meeting Calendar for 2024

Draft Ordinance Amending Chapter 2.30 of the Lake Forest Park Municipal Code, Salary Commission, to Amend Date Reference for Salary Commission' First Review of Salaries and Benefits

City Attorney Pratt presented the item and responded to questions. Council discussion followed.

Draft Ordinance Amending Chapter 18.52, Signage, of the Lake Forest Park Municipal Code, to Bring the Sign Code into Compliance with Recent Legal Decision

City Administrator Hill presented the item and responded to questions.

RESOLUTION 23-1933/Authorizing the Mayor to Sign the Agreement for 2024-2025 Federal Advocacy Services with the Johnston Group

City Administrator Hill introduced Jake Johnston, The Johnston Group, who presented the item and responded to questions.

Cmbr. Riddle moved to suspend the three-touch rule for Resolution 23-1933.

Cmbr. Kassover seconded. The motion to suspend the three-touch rule carried unanimously.

Cmbr. Kassover moved to approve as presented Resolution 23-1933/Authorizing the Mayor to Sign the Agreement for 2024-2025 Federal Advocacy Services with The Johnston Group. **Cmbr. Furutani seconded. The motion to approve Resolution 23-1933 as presented carried unanimously.**

RESOLUTION 23-1939/Authorizing the Mayor to Sign Amendment No. 2 to the Professional Services Contract Agreement AG 21-002 with Transportation Solutions, Inc. for Design and Construction Management Services for the SR 104 and 40th Place NE Roundabout Project

Senior Project Manager Silvia presented the item and responded to questions.

Cmbr. Furutani moved to suspend the three-touch rule for Resolution 23-1939.
Cmbr. Riddle seconded. The motion to suspend the three-touch rule carried unanimously.

Cmbr. Riddle moved to approve as presented Resolution 23-1939/Authorizing the Mayor to Sign Amendment No. 2 to the Professional Services Contract Agreement AG 21-002 with Transportation Solutions, Inc. for Design and Construction Management Services for the SR 104 and 40th Place NE Roundabout Project. **Cmbr. Lebo seconded. The motion to approve Resolution 23-1939 as presented carried unanimously.**

ORDINANCE 23-1284/Amending the Municipal Code by Amending Title 9, Public Peace, Morals and Welfare, with a New Chapter 9.35, Street Racing

Deputy Mayor French presented the item and responded to questions.

Cmbr. Kassover moved to approve as presented Ordinance 23-1284/Amending the Municipal Code by Amending Title 9, Public Peace, Morals and Welfare with a New Chapter 9.35, Street Racing. **Cmbr. Riddle seconded. The motion to approve Ordinance 23-1284 as presented carried unanimously.**

ORDINANCE 23-1285/Adding Chapter 10.24, Residential Parking Zones, to the Lake Forest Park Municipal Code

Cmbr. Bodi presented the item and responded to questions.

Cmbr. Kassover moved to approve as presented Ordinance 23-1285/Adding Chapter 10.24, Residential Parking Zones, to the Lake Forest Park Municipal Code. **Cmbr. Furutani seconded. Discussion followed. The motion to approve Ordinance 23-1284 as presented carried, with Cmbr. Riddle opposed.**

ORDINANCE 23-1286/Amending Chapter 5.05 of LFPMC, Business Taxes, Licenses and Regulations, by Amending Section 5.05.100

Finance Director Vaughn presented the item and responded to questions.

Cmbr. Furutani moved to suspend the three-touch rule for Ordinance 23-1286. **Cmbr. Bodi seconded. The motion to suspend the three-touch rule carried unanimously.**

Cmbr. Kassover moved to approve as presented Ordinance 23-1286/Amending Chapter 5.05 of LFPMC, Business Taxes, Licenses and Regulations, by Amending Section 5.05.100. **Cmbr. Furutani seconded. The motion to approve Ordinance 23-1286 as presented carried unanimously.**

RESOLUTION 23-1936/Appointing Mark Hofman as the Community Development Director

City Administrator Hill presented the item and responded to questions.

Cmbr. Riddle moved to approve as presented Resolution 23-1936/Appointing Mark Hofman as the Community Development Director. **Cmbr. Kassover seconded. The motion to approve Resolution 23-1936 as presented carried unanimously.**

RESOLUTION 23-1937/Amending the Manual of City Governance Policies, Procedures and Guidelines

Cmbr. Kassover presented the item, followed by Council discussion.

Cmbr. Kassover moved to approve as presented Resolution 23-1937/Amending the Manual of City Governance Policies, Procedures and Guidelines. **Cmbr. Furutani seconded.**

Cmbr. Lebo moved a friendly amendment to amend the manual so that Public Comment follows Approval of the Agenda. **Cmbr. Furutani seconded. The motion to move Public Comment carried, with Cmbr. Kassover abstaining and Cmbr. Riddle opposed.**

Cmbr. Goldman moved to amend Section 3.6, Cell Phones, to remove "City Staff and" in the third line of Section 3.6. Cmbr. Lebo seconded. The motion to amend Section 3.6 as stated carried unanimously.

The motion to approve Resolution 23-1937 with the Governance Manual amended to move Public Comment and amend Section 3.6, carried, with Cmbr. Riddle abstaining.

Extending the Terms of Planning Commission Chair Maddy Larson and Planning Commission Vice Chair Lois Lee

Cmbr. Bodi presented the item and responded to questions.

Cmbr. Goldman moved to approve a term extension to ensure Commission continuity through the 2024 Comprehensive Plan Update for Planning Commission Chair Maddy Larson, Position 7, and Planning Commission Vice Chair Lois Lee, Position 8, both for a period of 24 months, from February 28, 2024 to February 28, 2026. **Cmbr. Bodi seconded. The motion to approve the Planning Commission term extensions as noted above carried unanimously.**

OTHER BUSINESS

Speed Study for State Routes 104 and 522

Cmbr. Lebo brought forward a request to have the administration contract with the Transpo Group to conduct a speed study for State Route 104/Ballinger Way and SR 522/Bothell Way NE.

Cmbr. Lebo moved to request the administration to engage the Transpo Group to do a study for State Routes 104 and 522 and come back within 60 days with a timeline and cost estimate. **Bodi seconded. The motion to authorize the study carried, with Cmbr. Riddle abstaining.**

COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they attended.

ADJOURNMENT

There being no further business, the meeting was adjourned by Cmbr. Kassover at 10:40 p.m.

Tom French, Deputy Mayor

Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
12/28/2023

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, a pre-paid Accounts Payable Dated 12/28/23 Claim Fund Check Nos. 85733 through 85803 in the amount of \$319,769.86, and 12/08/23 PAYROLL FUND ACH transactions in the amount of \$176,000.17 and DIRECT DEPOSIT transactions in the amount of \$182,453.45 are approved for payment this 11th day of January 2024.

- Additional approved transactions are:**
ACH transaction Elavon in the amount of \$534.19
ACH transaction Lexis Nexis in the amount of \$136.58
ACH transaction US Bank in the amount of \$70,036.10

Total approved claim fund transactions: \$748,930.35

City Clerk

Mayor

Finance Committee

Accounts Payable

Check Register Totals Only

User: bwright
 Printed: 12/28/2023 - 1:27 PM
 Batch: 00028.12.2023 - 12/28/23 Accounts Payable



Section 7, Item C.

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|-------|------------|-----------|-------------------------------------|-----------|---------|
| 85733 | 12/28/2023 | AARDPEST | AARD Pest Control, Inc | 251.26 | 85,733 |
| 85734 | 12/28/2023 | ALLBATT | All Battery Sales & Service Inc. | 201.63 | 85,734 |
| 85735 | 12/28/2023 | AURORARE | Aurora Rents, Inc. | 147.01 | 85,735 |
| 85736 | 12/28/2023 | AVCAP | AV Capture All, Inc. | 3,306.00 | 85,736 |
| 85737 | 12/28/2023 | AVOCETTE | Avocette Technologies Inc. | 562.50 | 85,737 |
| 85738 | 12/28/2023 | CALPORT | Calportland Company | 106.02 | 85,738 |
| 85739 | 12/28/2023 | CENTURY2 | Century Link | 109.98 | 85,739 |
| 85740 | 12/28/2023 | LFPUTIL | City of Lake Forest Park | 901.30 | 85,740 |
| 85741 | 12/28/2023 | SUNNYSID | City of Sunnyside | 2,343.79 | 85,741 |
| 85742 | 12/28/2023 | CORRECT | Correct Equipment, Inc | 619.32 | 85,742 |
| 85743 | 12/28/2023 | CURTIS | Curtis Blue Line / LN Curtis & Sons | 1,144.69 | 85,743 |
| 85744 | 12/28/2023 | DATABAR | Databar | 2,158.84 | 85,744 |
| 85745 | 12/28/2023 | DELICATE | Delicate Chinese Translations | 140.00 | 85,745 |
| 85746 | 12/28/2023 | EASTPUBS | Eastside Public Safety Comm. | 277.75 | 85,746 |
| 85747 | 12/28/2023 | EJUSA | EJ USA Inc. | 164.89 | 85,747 |
| 85748 | 12/28/2023 | FABULOUS | Fabulous Cleaners | 1,086.73 | 85,748 |
| 85749 | 12/28/2023 | FLEENOR | Michael Fleenor | 35.00 | 85,749 |
| 85750 | 12/28/2023 | GALLS | Galls, LLC | 1,326.28 | 85,750 |
| 85751 | 12/28/2023 | GRAY&OS | Gray & Osborne, Inc. | 7,644.91 | 85,751 |
| 85752 | 12/28/2023 | HARRINGS | Sheila Harrington | 140.00 | 85,752 |
| 85753 | 12/28/2023 | HOMEDEPO | Department 32 - 2501271310 Home D | 209.13 | 85,753 |
| 85754 | 12/28/2023 | IMAGSPEC | Imaging Spectrum, Inc. | 569.66 | 85,754 |
| 85755 | 12/28/2023 | CONFIDAT | James Santerelli Enterprises | 80.00 | 85,755 |
| 85756 | 12/28/2023 | JETCITY | Jet City Printing, Inc. | 286.52 | 85,756 |
| 85757 | 12/28/2023 | PACWESTM | Joshua Green Corp. | 2,011.00 | 85,757 |
| 85758 | 12/28/2023 | KDHCONSU | KDH Consulting, Inc | 178.52 | 85,758 |
| 85759 | 12/28/2023 | KCADMIN | King County Finance | 30.25 | 85,759 |
| 85760 | 12/28/2023 | KCJAILWK | King County Finance | 23,878.17 | 85,760 |
| 85761 | 12/28/2023 | KCNETWRK | King County Finance | 824.00 | 85,761 |
| 85762 | 12/28/2023 | KCROAD | King County Finance | 529.53 | 85,762 |
| 85763 | 12/28/2023 | KCPET | King County Pet License | 165.00 | 85,763 |
| 85764 | 12/28/2023 | LAKESDIN | Lakeside Industries, Inc. | 296.82 | 85,764 |
| 85765 | 12/28/2023 | LITHO | Litho Craft, Inc. | 2,875.60 | 85,765 |
| 85766 | 12/28/2023 | LOOMIS | Loomis | 192.31 | 85,766 |
| 85767 | 12/28/2023 | LOWER48 | Lower 48 Contracting/Painting, Inc. | 26,954.92 | 85,767 |
| 85768 | 12/28/2023 | LTI | LTI, Inc. | 6,834.61 | 85,768 |
| 85769 | 12/28/2023 | MadroLaw | Madrona Law Group, PLLC | 9,075.00 | 85,769 |
| 85770 | 12/28/2023 | NATASS | National Assoc. for Court Mgmt. | 150.00 | 85,770 |
| 85771 | 12/28/2023 | NORTHUTI | Northshore Utility District | 15,480.70 | 85,771 |
| 85772 | 12/28/2023 | CULRECON | Northwest Heritage Consultants, LLC | 4,369.44 | 85,772 |
| 85773 | 12/28/2023 | OFFICEDE | Office Depot, Inc. | 142.15 | 85,773 |
| 85774 | 12/28/2023 | PACOFFFA | Pacific Office Automation | 995.84 | 85,774 |
| 85775 | 12/28/2023 | PARAMETR | Parametrix, Inc | 22,599.70 | 85,775 |
| 85776 | 12/28/2023 | PHARMCH | PharmChem, Inc. | 282.40 | 85,776 |
| 85777 | 12/28/2023 | PROFORCE | ProForce Law Enforcement | 495.82 | 85,777 |
| 85778 | 12/28/2023 | PAWS | Progressive Animal Welfare Society | 681.00 | 85,778 |
| 85779 | 12/28/2023 | PSE | Puget Sound Energy | 376.98 | 85,779 |
| 85780 | 12/28/2023 | REDCARP | Red Carpet Building Maint. Inc. | 3,206.15 | 85,780 |
| 85781 | 12/28/2023 | REVPROPC | Rev Properties Corp | 9,790.00 | 85,781 |
| 85782 | 12/28/2023 | SAFAROVA | Almira Safarova-Downey | 280.00 | 85,782 |

| Check | Date | Vendoor No | Vendor Name | Amount | Section 7, ItemC. |
|--------------|------------|------------|---------------------------------------|------------|-------------------|
| 85783 | 12/28/2023 | J&KASSO | James Sauers | 757.07 | 85,783 |
| 85784 | 12/28/2023 | SCJALL | SCJ Alliance | 27,867.59 | 85,784 |
| 85785 | 12/28/2023 | SEPULVED | Pablo A. Sepulveda | 140.00 | 85,785 |
| 85786 | 12/28/2023 | SHATTUCN | Nancy Shattuck | 23.49 | 85,786 |
| 85787 | 12/28/2023 | SILVIAA | Andrew Silvia | 89.34 | 85,787 |
| 85788 | 12/28/2023 | SNOCOBED | Snohomish Co Sheriff's Office | 23,980.65 | 85,788 |
| 85789 | 12/28/2023 | STATEAUD | State Auditor's Office | 6,272.00 | 85,789 |
| 85790 | 12/28/2023 | STATEFIN | State Treasurer's Office | 6,365.35 | 85,790 |
| 85791 | 12/28/2023 | SMHINC | Stewart MacNichols Harmell, Inc., P.S | 7,500.00 | 85,791 |
| 85792 | 12/28/2023 | BAGLADY | The Bag Lady, Inc. | 1,585.44 | 85,792 |
| 85793 | 12/28/2023 | LEXIPOL | The Practorian Group | 8,804.19 | 85,793 |
| 85794 | 12/28/2023 | WATERSHE | The Watershed Company | 27,882.32 | 85,794 |
| 85795 | 12/28/2023 | TRANSPD | Transpo Group USA Inc | 17,896.25 | 85,795 |
| 85796 | 12/28/2023 | TRANSSOL | Transportation Solutions Inc | 24,036.95 | 85,796 |
| 85797 | 12/28/2023 | UTILUND | Utilities Underground Location Ctr. | 74.82 | 85,797 |
| 85798 | 12/28/2023 | DEPTLICC | Washington State Department of Licer | 216.00 | 85,798 |
| 85799 | 12/28/2023 | WSPBCK | Washington State Patrol | 113.75 | 85,799 |
| 85800 | 12/28/2023 | WESTACE | Westlake Hardware WA-153 | 448.05 | 85,800 |
| 85801 | 12/28/2023 | WETLANDS | Wetlands & Woodlands, Inc. | 383.26 | 85,801 |
| 85802 | 12/28/2023 | ZALDIBAR | Eduardo Zaldibar | 210.00 | 85,802 |
| 85803 | 12/28/2023 | ZUMAR | Zumar Industries Inc. | 8,614.22 | 85,803 |
| Check Total: | | | | 319,769.86 | |

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 12/21/2023 7:19 AM



Section 7, Item C.

| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|---------------------------|-----------|--|------------|--------------|
| ACH | NAVIA | Navia Benefit Solutions, Inc. | 12/08/2023 | 503.09 |
| ACH | NAVIAFSA | Navia - FSA | 12/08/2023 | 326.27 |
| ACH | PFLTRUST | LFP PFL Trust Account | 12/08/2023 | 1,984.62 |
| ACH | TEAMDR | National D.R.I.V.E. | 12/08/2023 | 6.45 |
| ACH | TXSDU | Texas State Disbursement Unit (SDU) | 12/08/2023 | 1,015.76 |
| ACH | WASUPREG | Washington State Support Registry | 12/08/2023 | 180.00 |
| ACH | Z401AL | Vantagepoint Transfer Agents-107084 ICM | 12/08/2023 | 1,970.29 |
| ACH | Z457 | Vantagepoint Transfer Agents-304508 ICM | 12/08/2023 | 6,628.44 |
| ACH | ZAWC | AWC | 12/08/2023 | 40,849.78 |
| ACH | ZEMPSEC | Employment Security Dept. | 12/08/2023 | 513.50 |
| ACH | ZEMPWACA | Wa.Cares Tax | 12/08/2023 | 775.27 |
| ACH | ZGUILD | LFP Employee Guild | 12/08/2023 | 975.00 |
| ACH | ZICMA | Vantagepoint Transfer Agents-107084 ICM | 12/08/2023 | 31,019.50 |
| ACH | ZL&I | Washington State Department of Labor & I | 12/08/2023 | 6,417.34 |
| ACH | ZLEOFF | Law Enforcement Retirement | 12/08/2023 | 15,339.48 |
| ACH | ZLFPIRS | Lake Forest Park/IRS | 12/08/2023 | 36,096.20 |
| ACH | ZPERS | Public Employees Retirement | 12/08/2023 | 22,314.51 |
| ACH | ZTEAM | Teamsters Local Union #117 | 12/08/2023 | 216.43 |
| ACH | ZWATWT | Washington Teamsters Welfare Trust | 12/08/2023 | 8,868.24 |
| Total for 12/8/2023: | | | | 176,000.17 |
| Report Total (19 checks): | | | | 176,000.17 |

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
01/11/2024

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 85804 through 85809 in the amount of \$499,778.45, are approved for payment this 11th day of January 2024.

Additional approved transactions are:
ACH transaction Wells Fargo in the amount of \$15,378.53

Total approved claim fund transactions: \$515,156.98

City Clerk

Mayor

Finance Committee

Accounts Payable

Check Register Totals Only

User: tbaker@cityofflp.gov
Printed: 1/4/2024 - 1:02 PM
Batch: 00011.01.2024 - AP 1/11/24



Section 7, Item D.

| Check | Date | Vendor No | Vendor Name | Amount | Voucher |
|--------------|------------|-----------|---------------------------------------|------------|---------|
| 85804 | 01/11/2024 | CIVICPL | CivicPlus | 15,565.42 | 85,804 |
| 85805 | 01/11/2024 | CRIMSTOP | Crime Stoppers of Puget Sound | 1,233.32 | 85,805 |
| 85806 | 01/11/2024 | NEOGOV | GovernmentJobs.com, Inc | 5,744.21 | 85,806 |
| 85807 | 01/11/2024 | RCRA | Regional Crisis Response Agency | 21,744.50 | 85,807 |
| 85808 | 01/11/2024 | FILELOCA | WA Multi-City Business License & Ta | 7,134.00 | 85,808 |
| 85809 | 01/11/2024 | WCIA | Washington Cities Insurance Authority | 448,357.00 | 85,809 |
| Check Total: | | | | 499,778.45 | |



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

| | |
|------------------------|--|
| Meeting Date | January 11, 2024 |
| Originating Department | Executive |
| Contact Person | Phillip Hill, City Administrator |
| Title | Resolution 24-1940/Authorizing the Mayor to accept the Department of Commerce Middle Housing Grant |

Legislative History

- First Presentation/Action – January 11, 2024, Regular City Council Meeting

Attachments:

1. Resolution 24-1940
2. Growth Management Services Middle Housing Grant 24-63336-123

Executive Summary

The city has been awarded a grant by the Department of Commerce in an amount not to exceed \$50,000, to assist with the planning work to comply with the Middle Housing issues required for the FY2024 periodic update of the city’s Comprehensive Plan.

The funds provided by this grant will complement the city’s limited funds available for this effort in the Community Development Department professional services budget.

The grant is effective from the date of execution through June 15, 2025, on a reimbursement basis.

Background

As part of the comprehensive plan update, several required deliverables were identified that fit within the timeline of the grant. Included in the Scope of Work for the grant is:

- Public Engagement Plan
- Analyze HB 1110 75% / 25% Alternative Density Requirements
- Develop HB 1110 and 1337 off-street parking development regulations for Middle Housing and ADU’s

- Analyze Middle Housing Typologies and Development Feasibility
- Draft Middle Housing Comprehensive Plan Policies
- Middle Housing Development Regulation Amendments

The city’s consultant for the Comprehensive Plan Update, SCJ, is on target for the delivery dates identified in the scope of work and will have Middle Housing development regulations amendment ordinances prepared for adoption prior to the state mandated deadline.

Fiscal & Policy Implications

Acceptance of this grant would support the Community Development Department Professional Services budget, providing additional budget capacity.

Alternatives

| <i>Options</i> | <i>Results</i> |
|--|--|
| <ul style="list-style-type: none">• Authorize the mayor to accept the grant on behalf of the city. | Costs for the Middle Housing work will be supported by \$50,000 grant. |
| <ul style="list-style-type: none">• Do not accept the grant. | The full cost of the Middle Housing work will be funded by the city. |
| | |

Staff Recommendation

Following a review of the attached grant document, staff recommends that the council pass Resolution 24-1940, authorizing the Mayor to accept the Department of Commerce Middle Housing grant.

RESOLUTION NO. 24-1940

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE
WASHINGTON STATE DEPARTMENT OF COMMERCE
FOR ASSISTANCE WITH COMPREHENSIVE PLANNING
WORK

WHEREAS, under the Growth Management Act (GMA), the City is required to update its comprehensive plan by the end of 2024; and

WHEREAS, the Department of Commerce has awarded the City a grant of \$50,000 to assist with middle housing Comprehensive Plan policies and development regulations as required by the GMA; and

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

Section 1 AGREEMENT. Authorizes the Mayor to sign the grant agreement, attached as **Exhibit A**, with the Department of Commerce for middle housing issues in the 2024 review and update of the Comprehensive Plan.

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 11th day of January, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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



**Interagency Agreement with
City of Lake Forest Park
through
Growth Management Services**

Contract Number:
24-63336-123
For
Middle Housing Grant

Dated:
Date of Execution

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Face Sheet

Contract Number: 24-63336-123

Local Government Division Growth Management Services Middle Housing Grants

| | | | |
|---|--|---|---|
| 1. Contractor City of Lake Forest Park 17425 Ballinger Way NE Lake Forest Park, WA-98155 | | 2. Regional Planner Ted Vanegas Ted.Vanegas@commerce.wa.gov | |
| 3. Contractor Representative Phillip Hill City Administrator 206-957-2802 phill@cityofflp.gov | | 4. COMMERCE Representative Anne Aurelia Fritzel 1011 Plum Street SE Housing Planning Manager Olympia, WA 98504 360-259-5216 Anne.Fritzel@commerce.wa.gov | |
| 5. Contract Amount \$50,000 | 6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | | 7. Start Date Date of Execution |
| 8. End Date June 15, 2025 | | | |
| 9. Federal Funds (as applicable) N/A | | Federal Agency: N/A | |
| ALN N/A | | | |
| 10. Tax ID # N/A | 11. SWV # 0018019-00 | 12. UBI # 601-140-623 | 13. UEI # N/A |
| 14. Contract Purpose For activities that support the preparation and adoption of policies and and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines. | | | |
| COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget. | | | |
| FOR CONTRACTOR _____ Thomas French, Mayor _____ Date | | FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE | |

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$50000 (fifty thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63336-123.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. LICENSE TO USE MATERIALS

Notwithstanding any other terms of this Contract, Contractor hereby reserves and COMMERCE hereby grants to Contractor a non-exclusive, worldwide license to use, reproduce, publish, distribute, adapt, modify, publicly display, and make derivative works from any and all Materials developed pursuant to this Contract.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make

a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or

acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

| Grant Objective: Along with public engagement and public hearing(s), integrate HB1110 (Middle Housing) requirements into Comprehensive Planning goals and strategies and prepare development code regulations that implement the requirements of HB 1110. | | | |
|---|--|-----------------------|--------------------------|
| Actions/Steps/ Deliverables | Description | Start Date | End Date |
| Action 1 | Develop Public Engagement Plan, Materials, Outreach, and Summary Report | September 2023 | May 2025 |
| Step 1.1 | Develop Middle Housing public engagement plan, including identifying groups/entities to be engaged (such as renters, vulnerable communities, and all geographic areas of the city) and preferred methods for engagement. | September 2023 | December 2023 |
| Step 1.2 | Prepare informational materials for the public related to middle housing | November 2023 | January 2024 |
| Step 1.3 | Hold public meetings and outreach events. | January 2024 | May 2025 |
| Step 1.4 | Draft public outreach summary report. | | |
| Deliverable 1 | Middle Housing Public Engagement Plan, Materials, Outreach, and Summary Report | | June 13, 2025 |
| Action 2 | Analyze HB 1110 75%/25% Alternative Density Requirements | November 2023 | February 2024 |
| Step 2.1 | GIS analysis to identify parcels with environmental constraints | November 2023 | December 2023 |
| Step 2.2 | GIS and quantitative analysis to identify parcels with elevated risk of displacement using demographic and real-estate indicators | January 2024 | February 2024 |
| Deliverable 2 | Report with Maps, Tables, and Methodology Describing Results of Alternative Compliance Analysis and Potential Lots to be Excluded from HB 1110 Requirements | | February 28, 2024 |
| Action 3 | Develop HB 1110 and 1337 off-street parking development regulations for Middle Housing and ADUs | July 1, 2024 | June 13, 2025 |

| | | | |
|----------------------|--|-----------------------|--------------------------|
| Step 3.1 | Consistent with Commerce guidance, analysis of potential safety impacts to drivers, cyclists, and pedestrians of removing off-street parking requirements within ½ mile of transit stops | July 1, 2024 | September 1, 2024 |
| Step 3.2 | Draft parking regulation amendment recommendations for Middle Housing and ADUs | January 1, 2025 | February 28, 2025 |
| Deliverable 3 | Recommendations report describing potential safety impacts of reduced parking within ½ mile of transit and recommended parking standards | | March 30, 2025 |
| Action 4 | Analyze Middle Housing Typologies and Development Feasibility | January 2024 | March 2024 |
| Step 4.1 | Neighborhood/parcel specific analysis to identify middle housing types and configurations that are feasible within the City. | January 1, 2024 | March 1, 2024 |
| Step 4.2 | Meetings with Planning Commission on recommended middle housing types and strategies for integration into future development regulation amendments (see: Action 6). | March 1, 2025 | March 31, 2024 |
| Deliverable 4 | Recommendations report describing potential middle housing types for further integration into development regulation amendments. | | March 31, 2024 |
| Action 5 | Draft Middle Housing Comprehensive Plan Policies | September 2023 | December 31, 2024 |
| Step 5.1 | Meetings with Planning Commission on drafting of Comprehensive Plan policies | September 2023 | March 2024 |
| Step 5.2 | Draft Middle Housing Development Policies for incorporation into the Comprehensive Plan | September 2023 | March 31, 2024 |
| Step 5.3 | Finalize Middle Housing Development Policies for adoption in the Comprehensive Plan | April 1, 2024 | December 31, 2025 |
| Deliverable 5 | Adopted Middle Housing Comprehensive Plan policies | | December 31, 2024 |
| Action 6 | Middle Housing Development Regulation Amendments | April 1, 2024 | June 15, 2025 |
| Step 6.1 | Review and evaluate existing development regulations for needed middle housing related amendments | July 1, 2024 | September 30, 2024 |
| Step 6.2 | Review Commerce Middle Housing Model Ordinance(s) and other resources | <i>When available</i> | |

| | | | |
|----------------------|---|-----------------|----------------------|
| Step 6.3 | Draft Middle Housing development regulation amendments | January 1, 2025 | February 28, 2025 |
| Step 6.4 | Transmit draft Middle Housing ordinance to the State for State agency review (RCW 36.70A.106) | | March 1, 2025 |
| Step 6.5 | Planning Commission Public Hearing on Middle Housing | | April 30, 2025 |
| Step 6.6 | City Council adoption of Middle Housing development regulation amendment ordinances | | June 13, 2025 |
| Deliverable 6 | Adopted Middle Housing Development Regulation Amendment Ordinances | | June 13, 2025 |

Attachment B: Budget

| Grant Objective: Along with public engagement and public hearing(s), integrate HB1110 (Middle Housing) requirements into Comprehensive Planning goals and strategies and prepare development code regulations that implement the requirements of HB 1110. | FY | Commerce Funds |
|---|---------------------|----------------|
| Deliverable 1. Middle Housing Public Engagement Plan, Materials, Outreach, and Summary Report | FY2 – June 13, 2025 | \$5,000 |
| Deliverable 2. Report with Maps, Tables, and Methodology Describing Results of Alternative Compliance Analysis and Potential Lots to be Excluded from HB 1110 Requirements | FY1 – February 2024 | \$15,000 |
| Deliverable 3. Recommendations report describing potential safety impacts of reduced parking within ½ mile of transit and recommended parking standards | FY2 – March 2025 | \$5,000 |
| Deliverable 4. Recommendations report describing potential middle housing types for further integration into development regulation amendments. | FY1 – March 2024 | \$8,000 |
| Deliverable 5. Adopted Middle Housing Comprehensive Plan policies | FY1 – December 2024 | \$2,000 |
| Deliverable 6. Adopted Middle Housing Development Regulation Amendment Ordinances | FY2 – June 13, 2025 | \$15,000 |
| Total: | | \$50,000 |



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

| | |
|------------------------|---|
| Meeting Date | January 11, 2024 |
| Originating Department | Public Works |
| Contact Person | Andrew Silvia, Senior Project Manager |
| Title | Resolution No. 24-1941/Authorizing the Mayor to execute the Local and Community Projects Program Grant Agreement Number 23-96643-117 with the State of Washington Department of Commerce for the Town Center to Burke-Gilman Trail Connector project. |

Legislative History

- Action – January 11, 2024

Attachments:

- Resolution No. 24-1941/Authorizing the Mayor to execute the Local and Community Projects Program Grant Agreement Number 23-96643-117 with the State of Washington Department of Commerce for the Town Center to Burke-Gilman Trail Connector project (30% design).
- Department of Commerce Local and Community Projects Program Grant Agreement Number 23-96643-117

Executive Summary

In 2022, the City of Lake Forest Park was awarded direct appropriation funding in the amount of \$99,910 from the State of Washington Department of Commerce to advance the Town Center to Burke-Gilman Trail Connector project to Phase 2 (30% design). The Department of Public Works (DPW) seeks authorization for the Mayor to sign the Department of Commerce grant agreement in the amount of \$99,910.00, which will enable the City to fully fund a separate engineering services contract for the 30% design work. This grant does not require a local matching contribution.

Background

In 2019, the City of Lake Forest Park was awarded a \$490,000 grant (“2019 grant”) from the State of Washington Department of Commerce (“Commerce”) to support the completion of a Type, Size, and

Location (TS&L) Study for the Town Center to Burke-Gilman Trail Connector project. The City utilized these funds to retain V+M Structural Design, Inc. (“Consultant”) to complete the TS&L Study. In 2022, the City sought and was awarded a separate grant from Commerce in the amount of \$99,910 (“2022 grant”) to complete the project’s 30% design. DPW staff have since worked to close out the 2019 grant, complete pre-contracting requirements for the 2022 grant, including Governor’s Executive Order 21-02 cultural resources review, and worked with Commerce to develop the 2022 grant agreement included herewith as Attachment 2. Additionally, DPW sought and received Council authorization to execute a professional services agreement with the Consultant for 30% design support. The Consultant’s contract was executed earlier this year, but DPW has withheld its Notice to Proceed (NTP) with the work pending execution of the 2022 grant agreement. Upon execution of the 2022 grant agreement, DPW will issue NTP to the Consultant and advance the work to develop a grade-separated crossing to a 30% design level.

Fiscal & Policy Implications

The grant agreement fully funds the above-described 30% design work and does not require a local matching contribution.

Alternatives

| Options | Results |
|--|--|
| <ul style="list-style-type: none">Execute grant agreement with Department of Commerce | Acquire funding to support Phase 2 (30% design) for the Town Center to Burke-Gilman Trail Connector project. |
| <ul style="list-style-type: none">Do not execute grant agreement with Department of Commerce | The City would have no funding to support Phase 2 of this project. |
| | |

Staff Recommendation

Authorize the Mayor to execute the Local and Community Projects Program grant agreement with the State of Washington Department of Commerce to support the Phase 2 (30% design) of the Town Center to Burke-Gilman Trail Connector project.

RESOLUTION NO. 24-1941

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE LOCAL AND COMMUNITY PROJECTS PROGRAM GRANT AGREEMENT NUMBER 23-96643-117 WITH THE STATE OF WASHINGTON DEPARTMENT OF COMMERCE FOR THE TOWN CENTER TO BURKE-GILMAN TRAIL CONNECTOR PROJECT.

WHEREAS, the City pursued legislative funding in the 2022 session to advance the design of the Town Center to Burke-Gilman Trail Connector project to a 30% completeness level; and

WHEREAS, the City was awarded direct appropriation funding in an amount of \$99,910 to be administered by the State of Washington Department of Commerce; and

WHEREAS, staff from the City’s Department of Public Works (DPW) and WA Department of Commerce subsequently negotiated the funding agreement attached herewith as Attachment 1; and

WHEREAS, executing the funding agreement will enable the City to support the full cost of completing 30% design of the project;

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 execute the Local and Community Projects Program Grant Agreement Number 23-96643-117 with the State of Washington Department of Commerce, included herewith as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 11th day of January, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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



Grant to

City of Lake Forest Park

through

The Local and Community Projects Program

For

Town Center to Burke-Gilman Trail Connector (Lake Forest Park)

Start date: 07/01/2021

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FACE SHEET

Grant Agreement Number: **23-96643-117**

Project Name: Town Center to Burke-Gilman Trail Connector (Lake Forest Park)
Washington State Department of Commerce
Local Government Division
Community Development Assistance Unit

| | | | |
|---|---|---|--|
| 1. GRANTEE City of Lake Forest Park 17425 Ballinger Way NE Lake Forest Park, WA 98155-5556 | | 2. GRANTEE Doing Business As (optional) N/A | |
| 3. GRANTEE Representative Andrew Silvia, (206) 368-5440 asilvia@cityofflp.com | | 4. COMMERCE Representative Susan Butz, Grant Manager PO Box 42525, Olympia, WA 98504 (360) 764-9552 susan.butz@commerce.wa.gov | |
| 5. Grant Amount \$99,910.00 | 6. Funding Source Federal: State: X Other: N/A: | 7. Start Date 07/01/2021 | 8. End Date June 30, 2027, contingent on reappropriation; June 30, 2025, if funds are not reappropriated. |
| 9. Federal Funds (as applicable) N/A | | Federal Agency N/A | CFDA Number N/A |
| 10. Tax ID # XXXXXXXXXXXXXXXX | 11. SWV # SWV0018019-00 | 12. UBI # 601140623 | 13. DUNS # 023092638 |
| 14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for a legislatively approved project that furthers the goals and objectives of the Local and Community Projects Program as described in Attachment A – Scope of Work (the “Project”). | | | |
| COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process. | | | |
| FOR GRANTEE | | FOR COMMERCE | |
| _____ Signature | | _____ Mark K. Barkley, Assistant Director Local Government Division | |
| _____ Print Name | | _____ Date | |
| _____ Title | | APPROVED AS TO FORM | |
| _____ Date | | Dawn Cortez, Assistant Attorney General 10/3/2023 _____ Date | |

DECLARATIONS

GRANTEE INFORMATION

| | |
|---------------------------|--------------------------|
| GRANTEE Name: | City of Lake Forest Park |
| Grant Agreement Number: | 23-96643-117 |
| State Wide Vendor Number: | SWV0018019-00 |

PROJECT INFORMATION

| | |
|-------------------|--|
| Project Name: | Town Center to Burke-Gilman Trail Connector (Lake Forest Park) |
| Project City: | 17425 Ballinger Way NE, Lake Forest Park, WA 98155 |
| Project State: | Washington |
| Project Zip Code: | 98155-5556 |

GRANT AGREEMENT INFORMATION

| | |
|--|---|
| Grant Amount: | \$99,910.00 |
| Appropriation Number: | SSB 5651 SL Section 1026 (2022 Regular Session) |
| Re-appropriation Number (if applicable): | ESSB 5200 SL Section 6052 (2023 Regular Session) |
| Grant Agreement End Date: | June 30, 2027, contingent on reappropriation; June 30, 2025, if funds are not reappropriated. |
| Biennium: | 2023-2025 (based on 2023 reappropriation) |
| Biennium Close Date: | June 30, 2025 |

PROJECT PURPOSE

30% design of a grade-separated crossing of Bothell Way NE between Town Center and Burke Gilman Trail.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Grant Agreement End Date: In the event funds for the project are reappropriated, the contract end date will be extended pursuant to the reappropriation and consistent with Special Term and Condition 19. Depending on the reappropriation, a contract amendment may be required.

ADDITIONAL RECITALS

WHEREAS, the GRANTEE previously received funding for pre-design activities relating to the Town Center to Burke Gilman Connector project, and COMMERCE administered the funding through Commerce Grant Agreement Number 20-96627-265.

Additionally, the GRANTEE has received an appropriation for 30% design activities relating to the Town Center to Burke Gilman Connector project in SSB 5651 SL Section 1026 (2022 Regular Session) which has not yet been administered.

Whereas, the Project is one component of a larger multiphase project, which will result in a grade-separated crossing of Bothell Way NE (SR 522) for active transportation connections between the Town Center and Burke-Gilman Trail.

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. **GRANT MANAGEMENT**

The Representative for each of the parties is identified on the Face Sheet of this Grant Agreement and shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. **COMPENSATION**

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. **CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

- A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
 - i) Eligible Project expenditures prior to the execution of this Grant Agreement.
 - ii) Cash dedicated to the Project.
 - iii) Funds available through a letter of credit or other binding loan commitment(s).
 - iv) Pledges from foundations or corporations.
 - v) Pledges from individual donors.
 - vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
 - vii) In-kind contributions, subject to COMMERCE'S approval.
- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

4. **PREVAILING WAGE LAW**

The Project funded under this Grant Agreement may be subject to state prevailing wage law (RCW 39.12). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this Grant Agreement, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period.
- E. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Grantee shall be made on a reimbursement basis only. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.
- F. Other costs authorized through the legislation.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Special Terms and Conditions Section 19.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant Agreement or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subcontractors and the portion of grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A. All activities identified in the SCOPE OF WORK shown on Attachment A are complete and the project is useable to the public for the purpose intended by the Legislature, or
- B. When final payment is made and Grantee has certified that the whole project will be completed and the public benefit described maintained for the term of the commitment period.
- C. Notwithstanding anything in A. or B. above, the right to recapture funds or seek other remedies for failure to make the project usable to the public shall survive the closeout or termination of this contract.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant Agreement but no less than

\$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

Professional Liability, Errors and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

Professional Liability, Errors and Omissions Insurance. The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

13. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, Commerce may suspend, amend, or terminate the contract.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that

COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; **Provided that**, any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture provision).

16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet,, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture Provision).

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The "Copyright Provisions", General Terms and Conditions Section 13, are not intended to apply to any architectural and engineering design work funded by this grant.

22. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 11 (Confidentiality/Safeguarding of Information, COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (the PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

1. **DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate Grant Agreement with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" shall mean an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" and "Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.

2. **ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. **ADVANCE PAYMENTS PROHIBITED**

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

4. **ALL WRITINGS CONTAINED HEREIN**

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

5. **AMENDMENTS**

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorney's fees and costs.

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctooffice@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant Agreement, or any matter related to the project funded under this Grant Agreement or any other state funded project, including but not limited to

formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant Agreement.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

14. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant Agreement number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

16. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE'S agents, employees, representatives, or any subcontractor or its employees.

The GRANTEE'S obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the GRANTEE, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue

to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

19. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

20. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

21. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant Agreement may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

24. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

25. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

26. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state laws, federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

28. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

30. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement.

31. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

33. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant Agreement.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

35. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

36. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

37. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

38. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

39. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;

6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

40. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

41. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures related to completion of 30% design for future construction of a pedestrian/bicycle grade-separated trail crossing of Bothell Way NE (SR-522). The active transportation crossing will connect the Town Center on the north side of the highway and the Burke-Gilman Trail (BGT) on the south side.

This project will benefit the public by providing data to inform and lower risk in the design of the active transportation trail crossing. The objective is to minimize or eliminate pedestrian and cyclist collisions with vehicles, facilitate community access to the BGT, public parks, and Lake Washington shoreline, and improve the flow of vehicular traffic on SR-522.

The location of the project is 17425 Ballinger Way NE, Lake Forest Park, WA 98155.

Project activities will include and not be limited to:

- 30% Design, including permitting and environmental evaluations, and public involvement.

This project will begin in January 2024 and is expected to be complete in December 2024.

This work is part of a larger project that is to be completed under separate funding. If the full project is not completed and put into service for the duration of the intended use period, Commerce reserves the right to recapture the funds or seek other remedies as allowed under this contract.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

| Type of Funding | Source Description | Amount |
|-----------------------|---|-------------|
| Grant | Washington State Department of Commerce | \$99,910.00 |
| Other Grants | | |
| Grant #1 | | \$ |
| Total Other Grants | | \$0.00 |
| Other Loans | | |
| Loan #1 | | \$ |
| Total Loans | | \$0.00 |
| Other Local Revenue | | |
| Source #1 | | \$ |
| Total Local Revenue | | \$0.00 |
| Other Funds | | |
| Source #1 | | \$ |
| Total Other Funds | | \$0.00 |
| Total Project Funding | | \$99,910.00 |

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE’s governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE’s review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT C - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the appropriation becomes effective, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE’s review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE’s governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE’s governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

NOT APPLICABLE



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

| | |
|------------------------|--|
| Meeting Date | January 11, 2024 |
| Originating Department | Executive |
| Contact Person | Mayor Tom French |
| Title | Ordinance 24-1287/Amending Chapter 2.30 of the Lake Forest Park Municipal Code, Salary Commission, to amend date reference for Salary Commissions first review of salaries and benefits. |

Legislative History

- First Presentation – December 14, 2023
- Second Presentation/Action – January 11, 2024

Attachments:

1. Ordinance 24-1287 amending Chapter 2.30 LFPMC

Executive Summary

The Lake Forest Park Salary Commission was established by adoption of Ordinance 1246 on July 28, 2022. Section 2.30.030 of the Lake Forest Park Municipal Code (LFPMC) provides duties and processes by which the Salary Commission shall review and determine the salaries and benefits paid by the City to the Mayor and City Council. Because a three member Salary Commission has not yet been appointed or confirmed, the proposed ordinance deletes references to a 2022 start date for the Salary Commission’s work to avoid confusion regarding what year the Salary Commission may next review and determine salaries and benefits.

Fiscal & Policy Implications

None other than the publication of the ordinance.

Staff Recommendation

Approve Ordinance 24-1287 amending Chapter 2.30 of the LFPMC

ORDINANCE NO. 24-1287

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING SECTION 2.30.030 OF CHAPTER 2.30 OF THE LAKE FOREST PARK MUNICIPAL CODE, SALARY COMMISSION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lake Forest Park Salary Commission was established by adoption of Ordinance 1246 on July 28, 2022; and

WHEREAS, section 2.30.030 of the Lake Forest Park Municipal Code (LFPMC) provides duties and processes by which the Salary Commission shall review and determine the salaries and benefits paid by the City to the Mayor and City Council; and

WHEREAS, because a three member Salary Commission has not yet been appointed or confirmed, amending section 2.30.030 LFPMC to delete the 2022 start date for the Salary Commission's work will avoid confusion regarding what year the Salary Commission may next review and determine salaries and benefits; and

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 2.30.030 LFPMC, Duties – Process as follows:

2.30.030 Duties – Process

A. Every four years, ~~commencing in 2022~~, the salary commission shall review and determine the salaries and benefits paid by the city to the mayor and city council. The salary commission shall convene and determine the salaries and benefits paid to the mayor and the city council within 60 days of confirmation by the city council. The 60-day review and determination time may be extended upon request of the salary commission and approval by the city council.

B. All meetings of the salary commission shall be conducted pursuant to the current edition of Robert's Rules of Order at the time of the convening of the commission. However, with the concurrence of two commissioners such rules may be waived or modified. The meetings shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. The meetings shall be held in the same location as city council regular meetings. The salary commission shall provide an

opportunity for the public to comment on the salaries and benefits of the mayor and city council prior to taking a final vote on salaries and benefits.

C. After determining the salaries and benefits of the mayor and the city council, the salary commission shall file any change in salaries and benefits with the city clerk on or before the second week in September. ~~_; provided, however, in 2022 any changes in salaries and benefits shall be filed with the city clerk within 60 days of the salary commission being confirmed.~~ A salary increase shall be effective on the next payday for city employees. A salary decrease shall be effective for incumbent elected officials at the commencement of their next subsequent term of office.

D. Any increase or decrease in salary shall become effective without further action of the city council and shall be incorporated into the city budget without further action of the city council.

Section 2. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY the Lake Forest Park City Council this 11th day of January, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

| | |
|------------------------|---|
| Meeting Date | January 11, 2024 |
| Originating Department | Administration |
| Contact Person | Kim Adams Pratt, City Attorney |
| Title | Ordinance 24-1288/Amending Chapter 9.06, Firearms and Dangerous Weapons |

Legislative History

- First Presentation January 11, 2024 Work Session
- Second Presentation January 11, 2024 Regular Meeting

Attachments:

1. Ordinance 24-1288

Executive Summary

Ordinance 24-1288 would amend Chapter 9.06, Firearms and Dangerous Weapons, of the Lake Forest Park Municipal Code (“LFPMC”) to make it unlawful to open carry a firearm in the Lake Forest Park City Hall building (“City Hall”). Certain exemptions are provided in the statute and proposed ordinance for members of the armed forces and federal, state, and local law enforcement officers.

Background

Under RCW 9.41.300, weapons are prohibited in certain places such as jails and courtrooms, and the LFPMC accordingly makes it unlawful to possess firearms in the City’s municipal courtroom. LFPMC 9.06.020. In 2023, the state legislature also authorized cities in RCW 9.41.305 to designate specific municipal buildings that are used in connection with city meetings as locations where it is unlawful for any person to knowingly open carry a firearm or other weapon. Appropriate signage is required for identified buildings. The proposed ordinance would designate City Hall as a location where people cannot open carry firearms.

The ordinance also identifies the punishments for violation of Chapter 9.06 LFPMC as either misdemeanors or gross misdemeanors.

Fiscal & Policy Implications

The City will purchase signage and place them at the entrance to City Hall and other strategic locations to alert the public.

Alternatives

| Options | Results |
|---|---|
| <ul style="list-style-type: none">Approve the Ordinance | Open Carry Firearms will be prohibited throughout City Hall |
| <ul style="list-style-type: none">Disapprove of the Ordinance | Firearms and other weapons will continue to be prohibited in the Courtroom. |
| | |

Staff Recommendation

Review the draft ordinance and provide feedback.

ORDINANCE NO. 24-1288**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 9.06 OF THE LAKE FOREST PARK MUNICIPAL CODE, FIREARMS AND DANGEROUS WEAPONS; PROVIDING FOR SEVERABILITY; AND INCLUDING AN EFFECTIVE DATE.**

WHEREAS, the state of Washington preempts the entire field of firearm regulations within the boundaries of the state, and cities may enact only those ordinances relating to firearms that are authorized by state law, consistent with Chapter 9.41 RCW, and have the same penalties as provided for by state law; and

WHEREAS, Chapter 9.06 of the Lake Forest Park Municipal Code (LFPMC), Firearms and Dangerous Weapons, provides restrictions and penalties regarding the use and possession of firearms and weapons within the City of Lake Forest Park consistent with state statutes; and

WHEREAS, RCW 9.41.305 authorizes cities to prohibit persons from knowingly open carry a firearm while knowingly being in a municipal building used in connection meetings and hearings of a city's governing body, commissions, and boards; and

WHEREAS, Lake Forest Park City Hall, located at 17425 Ballinger Way Northeast in Lake Forest Park, Washington, is used in connection with meetings of the Lake Forest Park City Council and is the location of public meeting and hearing held by the City Council, and City commissions and boards; and

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends Chapter 9.06, Firearms and Dangerous Weapons, in the Lake Forest Park Municipal Code as follows:

9.06.010 Discharge of firearms prohibited.

The discharge of a firearm in the city of Lake Forest Park when there is a reasonable likelihood of injury to humans, domestic animals, or property is unlawful; provided, that this prohibition does not apply to law enforcement officers engaged in the performance of duty. Any violation of this section shall be a gross misdemeanor.

9.06.20 Weapons prohibited in the municipal court room.

A. Possession of the following in the municipal courtroom is unlawful:

1. Firearms, to include rifles, shotguns, pistols, or any other firearm, regardless of whether the person in possession is licensed to carry the firearm.
2. Knives, swords, daggers or other cutting or stabbing instruments with a blade length of three inches or more, or any razor with an unguarded blade.
3. Any instrument or weapon commonly recognized as a martial arts weapon, any club, blackjack, metal pipe, explosive device, injurious gas, or any other instrument capable of producing bodily harm.

B. The foregoing shall not apply to any military, law enforcement or security personnel while performing official duties.

C. All persons entering the municipal courtroom are subject to a search of their persons or belongings.

D. The judge of the municipal court shall cause warning signs to be posted in the municipal courtroom in substantially the following form:

The possession of any firearm or dangerous weapon, including knives with blades exceeding three inches or longer in the Municipal Courtroom is unlawful. All persons entering the Municipal Courtroom are subject to a search of their persons or belongings.

City of Lake Forest Park Ordinance No. 794 (1999)

E. Any violation of this section shall be a gross misdemeanor.

9.06.030 ~~Penalty~~ Open carry of firearms or other weapons prohibited.

~~A violation of any provision of this chapter shall be a gross misdemeanor.~~

A. It is unlawful for any person to knowingly open carry a firearm or other weapon, as defined in RCW 9.41.300(1)(b), and as such statute may be hereafter amended, in the Lake Forest Park City Hall located at 17425 Ballinger Way Northeast in Lake Forest Park, Washington.

B. Provided, however, that duly authorized federal, state, or local law enforcement officers or personnel are exempt from this section when carrying a firearm or other weapon in conformance with their employing agency's policy. Members of the armed forces of the United States or the state of Washington are also exempt from this section when carrying a firearm or other weapon in the discharge of official duty or traveling to or from official duty.

- C. A person violating this section is guilty of a misdemeanor. Second and subsequent violations of this section are a gross misdemeanor.
- D. Nothing in this section applies to the lawful concealed carry of a firearm by a person who has a valid concealed pistol license.
- E. The city shall post signs providing notice of the restrictions on possession of firearms and other weapons under this section.

Section 2. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY the Lake Forest Park City Council this 11th day of January, 2024

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

DRAFT

City Administrator Report

City of Lake Forest Park

Date: January 11, 2024

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

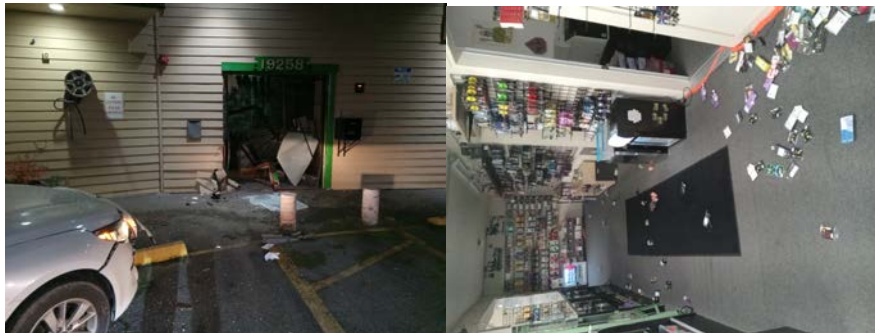
CC: Honorable Mayor Tom French
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department



Officers were dispatched to a burglary in progress at the Kushery. The alarm company could hear suspects inside and an employee who lives upstairs heard a vehicle being rammed into the building. An unreported stolen Kia from Seattle was used to ram a set of double doors to gain access. The three suspects went inside, stole a large amount of product, then left in a dark colored Hyundai. The suspects fled prior to our expedited arrival.

The business owner has an excellent video system which captured the ramming and burglary inside. A KCSO K-9 was used to help clear the store but due to the number of suspects and a getaway car, a track was not done. We were assisted by officers from Bothell, Shoreline and MLT. Media were quickly on scene. The second (reported stolen) vehicle was later recovered abandoned in Shoreline.

Officers received multiple reports of vandalism of the Horizon View water tower and M80's being detonated in the Horizon View Park port-a-potty. The water district subsequently installed cameras on the water tower. Several subjects were caught spray painting graffiti on the tower. A social media post was created to help identify the suspects.

Officers responded to a traffic collision on Perkins Way. A vehicle traveling at a high rate of speed left the roadway striking a power pole which blocked the roadway. Officers and Public works worked together to get the roadway open as quickly as possible.

Officers were dispatched to a disabled vehicle in the bus lane at SR522 and Ballinger Way NE. The caller reported seeing a subject get out of the vehicle and leave on foot towards the Burke Gilman trail. Officers located the vehicle and discovered it had been stolen. An area check for the driver was negative. The vehicle was impounded from the roadway and the owner notified.

Over the past several weeks, both officers and dispatch have taken numerous calls from a subject with mental health issues. The subject is aggressive and threatening towards call takers and officers. Subject has made multiple threats to shoot officers. Subject has refused all resources or contact from RACR.

Officers responded to Starbucks for a subject causing a disturbance by yelling, swearing, and refusing to leave. While officers were contacting this subject, they were dispatched to Albertsons for a subject causing a disturbance and refusing to leave. Both subjects were trespassed from the property at the business request.

Officers responded to a theft report at Planet Fitness. The victim told officers his bag was stolen from his locker. The suspect used the victim's car keys to open the victim's car and steal his wallet. The victims' debit card was then used to make several purchases at Albertsons.

Officers responded to a subject possibly making threats towards his mother. The mother had recently evicted the son from her apartment. Officers determined no crime occurred; however, the subject was obviously distraught and in crisis over being homeless. RCR was contacted and responded. RCR provided an ORCA card and a McDonald's food card. RCR determined KC Mobile Crisis would be more appropriate for the subject. Mobile Crisis responded and provided resources.

Officers responded to Swirl for theft of yogurt. Discovered same group of juveniles has been coming to the store regularly, stealing yogurt, causing a disturbance, refusing to leave while yelling and swearing at the owner. The victim was advised to contact PD immediately when subjects return. The subjects returned several days later and stole tip jar. Subjects left prior to PD arrival.

Officers responded to Déjà vu for a disturbance. The manager advised officers a subject had demanded a refund and then shoved the manager when he was refused. The victim declined to press charges; however, she requested the subject be trespassed from the property.

Officers responded to subjects stealing packages off porches in 12 Degrees North. The reporting party was able to provide the suspect vehicle license plate, which turned out to be a vehicle stolen out of Seattle.

Officers found a vehicle unoccupied, running, in the roadway. Vehicle was reported stolen out of Tukwila. The interior of the vehicle was sprayed with WD40. The owner was contacted to pick up the vehicle.

Officers were dispatched to assist fire with a medical call. The elderly caller stated his wife had fallen earlier in the day and hit her head. He found her unconscious in the bathroom and was unable to start CPR. Due to parking on both sides of the street, the fire vehicle and police vehicle were delayed in their response time. Fire requested signs be posted warning that they may strike and damage vehicles in future responses.

Officers were dispatched to the report of a propane tank blowing up and several subjects were injured. The caller also reported the explosion happened on the back deck and the house was now on fire. Officers arrived and discovered the homeowner had allowed two subjects to move in; however, they became tired of the subject's smoking meth inside their home, so they let them use a tent on the back deck. The subjects were using a leaky propane tank, which filled the space with fumes, which ignited, causing burns to both subjects. Both subjects were in possession of fentanyl and admitted to meth use prior to the fire.

Officers responded to a burglary report. The victim stated she was out of town and when she returned, she found her house ransacked and two firearms missing. It appears the suspect also attempted to steal a vehicle; however, they got it stuck and were unable to move it.

Officers responded to subjects appearing to use narcotics and pass out behind the wheel of a vehicle. Upon contact officers found subjects unconscious in a running vehicle. Officers deployed tire deflation devices under the vehicles tires to prevent the driver from leaving. Subject woke up and despite loud warnings that the tires would be punctured, the driver drove off at a high rate of speed. The vehicle was later found, abandoned, with three flat tires. The vehicle was discovered to have been stolen.

Public Works Department

In the first week of December, a landslide deposited a large volume of natural sediments onto the roadway surface of NE 178th St and 25th Ave NE near the Shoreline-Lake Forest Park boundary. The slide emanated from a steep slope on private property and adjacent public right of way in Shoreline, and was caused by the failure of a drainage system ditch on private property that conveys stormwater down the slope and into Shoreline's public drainage system on 25th Ave NE. Sediments from the slide immediately inundated Shoreline's drainage system and subsequent rainfall mobilized sediment onto the NE 178th St roadway surface and drainage system in Lake Forest Park. Public Works staff and vendors from Shoreline and Lake Forest Park immediately responded to the incident, removing sediments from the ground surface using street sweepers and other equipment, installing temporary erosion and sediment

controls on eroded steep slope and roadway shoulder areas, and removing sediments from drainage systems using vacuuming equipment. This work began immediately following the incident in the first week of December and was completed the following week. The City of Shoreline plans to undertake capital improvements to its drainage system beginning in 2024 or 2025 to reduce the risk of the type of system failure that caused this incident.



Photo 1: Landslide origin site in Shoreline (slope adjacent 25th Ave NE)



Photo 2: Sedimentation impacts to street pavement at NE 178th St near Shoreline/LFP Boundary



Photo 3: Stabilized site following installation of erosion controls by City of Shoreline Building Department

Below are the permit totals and values for December and Year End.

| Dec-23 | | |
|---|------------|---------------------|
| Permit Type | Issued | Fees |
| New Single Family Home | 2 | \$9,773.92 |
| New Multi-Family Home | 0 | \$0.00 |
| Alteration, Remodel, Addition | 18 | \$17,770.05 |
| Mechanical | 21 | \$4,680.72 |
| Plumbing | 7 | \$2,223.54 |
| Right of Way | 5 | \$2,534.40 |
| Sewer | 3 | \$1,009.80 |
| Clear & Grading | 2 | \$1,980.00 |
| <i>Sound Transit ROWs - 0 permits - \$0</i> | | |
| Total | 58 | \$39,972.43 |
| | | |
| Quarter 4 Total | 179 | \$103,943.70 |
| 2023 Total | 845 | \$435,096.67 |
| | | |
| <i>Total Minus Sewer + ROW (PW)</i> | <i>643</i> | <i>\$338,998.54</i> |
| | | |
| YTD Building | 220 | \$223,620.11 |
| | | |
| YTD Mechanical | 311 | \$73,229.70 |
| | | |
| YTD Plumbing | 96 | \$35,191.29 |

II. Internal City Information

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting

Lakefront Park Property Updates and Overview

Continuation of the survey, cultural resource, arborist study, design programming, development of concept alternatives, and permit feasibility have moved along. Presentation of design alternatives will take place at the Parks and Recreation Advisory Board January 23 meeting. After the Parks Board makes their recommendation, an open house will take place in February for full community input on alternative options.

LAKE FOREST PARK LAKEFRONT PARK

Save the Date!

**Join Community Workshop #2
on Wednesday, February 21, 2024
at Lake Forest Park City Hall.**

This will be an open house event with activities for all ages.
Stop by anytime between **5:30-7:30pm**.

Learn more about the project, take a virtual
tour, and view project updates:

lfplakefrontpark.com



One agreement was administratively approved during the reporting period: AG-23-077, Amendment No. 2 to AG-21-055, the Washington State Recreation and Conservation Office (RCO) Grant Agreement for Acquisition Funding at the Lake Front Property.

VI. Legislative Update

VII. Community Events

VIII. Upcoming City Sponsored Events

[NEMCo Drone Program Community Information Session](#)

January 13, 2024, 11:00 AM - 12:00 PM @ Kenmore Fire Station 51

IX. Meetings Calendar

[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)

January 22, 2024, 6:00 PM @ City Hall and via Zoom

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

January 23, 2024, 7:00 PM @ City Hall and via Zoom

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

January 25, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom