



# CITY OF LAKE FOREST PARK CITY COUNCIL SPECIAL MEETING

**Monday, August 19, 2024 at 6:00 PM**

**Meeting Location: In Person and Virtual / Zoom**

**17425 Ballinger Way NE Lake Forest Park, WA 98155**

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## **INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:**

**Join Zoom Webinar: <https://us06web.zoom.us/j/81709380902>**

**Call into Webinar: 253-215-8782 | Webinar ID: 817 0938 0902**

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

### **HOW TO PARTICIPATE WITH ORAL COMMENTS:**

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

The meeting is being recorded.

### **HOW TO SUBMIT WRITTEN COMMENTS:**

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

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

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

## **AGENDA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPTION OF AGENDA**
- 4. PUBLIC COMMENTS**

***The Council will not be accepting online public comments. This portion of the agenda is set aside for the public to address the Council on agenda items. However, the Mayor or Council may not respond to comments from the public. If the comments are of a nature that the Council does not have***

*influence or control over, then the Mayor may request the speaker suspend their comments. The Mayor or Council may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.***

## **5. ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION**

- A.** Overview of Community Survey, Open House, and the Planning Commission recommendation on the draft 2024 Periodic Update of the Comprehensive Plan
- B.** Capital Improvement Plan for 2025-2026
- C.** Resolution 24-1962/Approving the Purchase and Sale Agreement for acquisition of property located at 19001 40th Place NE and delegating authority to the Administration to execute professional services contracts to close the sale upon satisfaction of contingencies

## **6. ADJOURN**

### **FUTURE SCHEDULE**

- Monday, September 2, 2024 Labor Day – City Offices CLOSED
- Thursday, September 12, 2024 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and Zoom)*
- Thursday, September 12, 2024 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and Zoom)*
- Thursday, September 19, 2024 6:00 p.m. City Council Budget & Finance Committee Meeting – *hybrid meeting (City Hall and Zoom)*
- Monday, September 23, 2024 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and Zoom)*
- Thursday, September 26, 2024 6:00 p.m. City Council Special Work Session – *hybrid meeting (City Hall and Zoom)*
- Thursday, September 26, 2024 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and Zoom)*
- Monday, September 30, 2024 6:00 p.m. City Council Special Meeting – *hybrid meeting (City Hall and Zoom)*

*This is a special meeting of the City Council. Action may only be taken on items 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.*

# Lake Forest Park Comprehensive Plan Update

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CITY COUNCIL BRIEFING

AUGUST 19, 2024

# Tonight's Meeting

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Community Survey Report

Open House Report

DRAFT Comprehensive Plan Status

Q&A

# Community Survey Report

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# Survey Results – Key Takeaways

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## **932 respondents!**

This is a great response rate!  
Thank you to all who participated and got the word out!



## **Strong alignment with current vision statement.**

More work needed on infrastructure for active modes, regional collaboration, and inclusivity.  
Priorities are safety, protecting green spaces, and more recreational opportunities.



## **Community values:**

Safe and walkable neighborhoods  
Beautiful parks, trails, and open spaces  
Quality schools  
Compact, inviting, and walkable Town Center  
Convenient businesses and services

# Survey Results – Key Takeaways

Consistent themes include:

- Safety (esp. focused on nonmotorized transportation)
- Environmental conservation
- Parks, recreation, open spaces, and trails

Notable desire to expand the character and range of businesses in Town Center and other commercial nodes



Image Source: *The Seattle Times*

# Survey Results - Housing

Strong preference for preserving character-defining features of single-unit detached residential

Desire to create a range of affordability levels to serve a variety of family types and life stages

Allowing mixed-use development

Notable acceptance of smaller-scale middle housing types (cottage courts, ADUs, duplexes)

Concerns include environmental impacts, reduction of tree canopy coverage, nonmotorized safety concerns, incompatibility with existing neighborhood character



Duplex Side-by-Side



Duplex Stacked



Triplex Stacked



Cottage Housing

Image Source: Washington Department of Commerce



# Survey Results – Transportation and Infrastructure

Clear desire for sidewalks and other nonmotorized infrastructure

Preferred facilities improvements are:

- Improve aging infrastructure
- Plan more cohesively for utilities
- Maintain and enhance parks

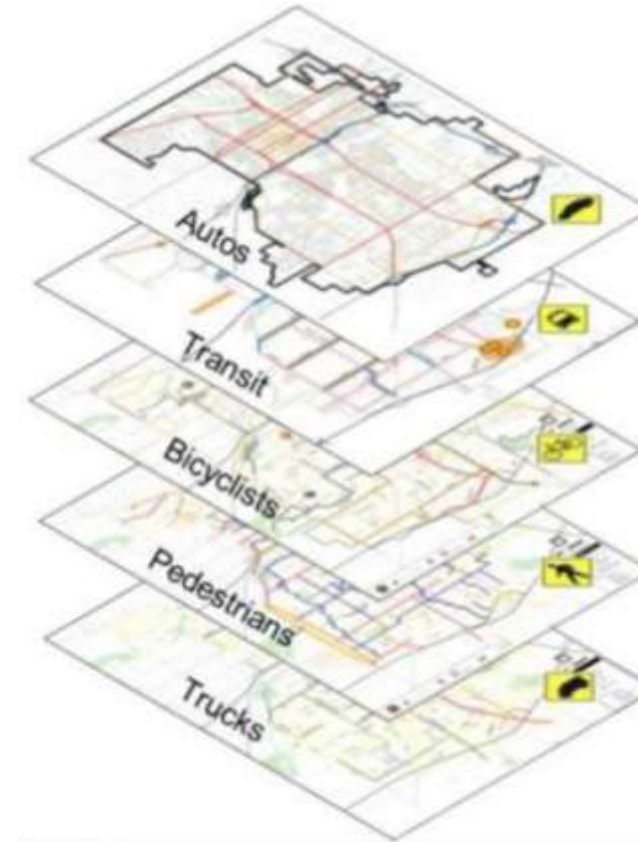


Image Source: Puget Sound Regional Council



## Survey Results – Environmental Stewardship

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Priorities include:

- Protecting and enhancing natural areas and wildlife habitats
- Maintaining and growing the urban tree canopy
- Expanding pedestrian infrastructure
- Effectively treat stormwater

# Open House Report

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# Open House Report

Open House held July 16 at Third Place Commons

Estimated ~45-50 attendees

# Open House Report

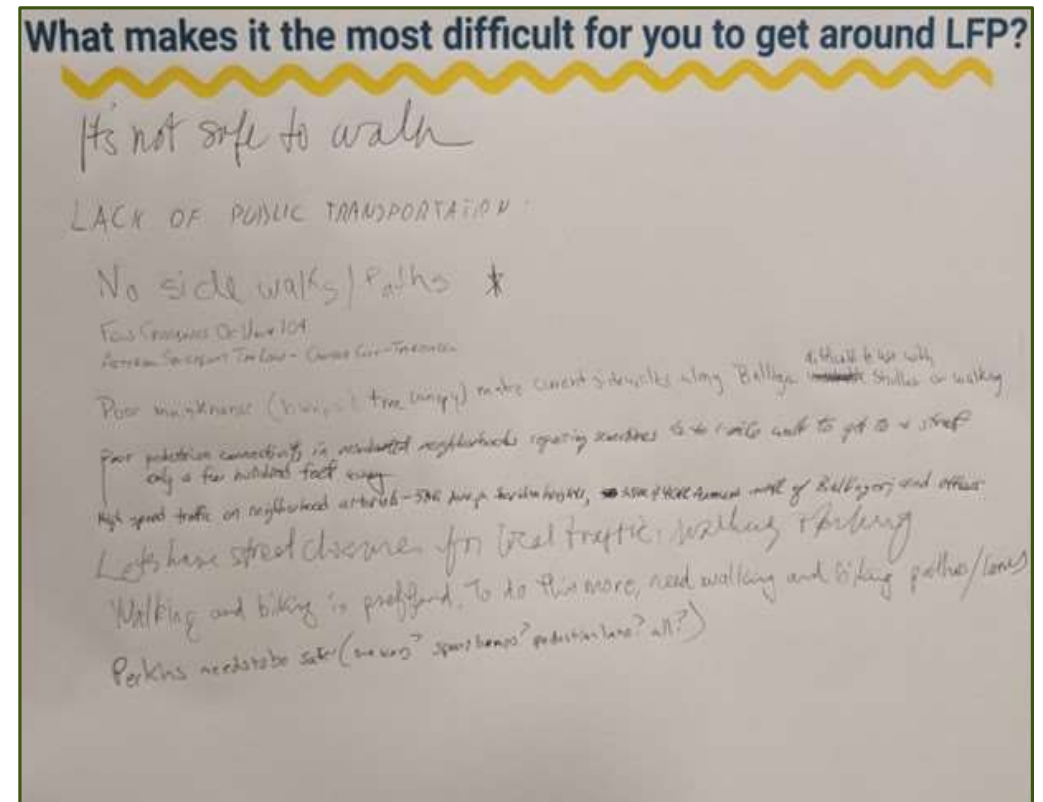
## TRANSPORTATION

Desire for investment in pedestrian safety improvements

Existing bike facilities are great – but need more

Broader transit network

Speed control/traffic calming



# Open House Report

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## HOUSING

Interest in expanding housing options

- Duplex
- Triplex
- Fourplex
- Cottages

Strong desire for consistency with current neighborhood form/scale

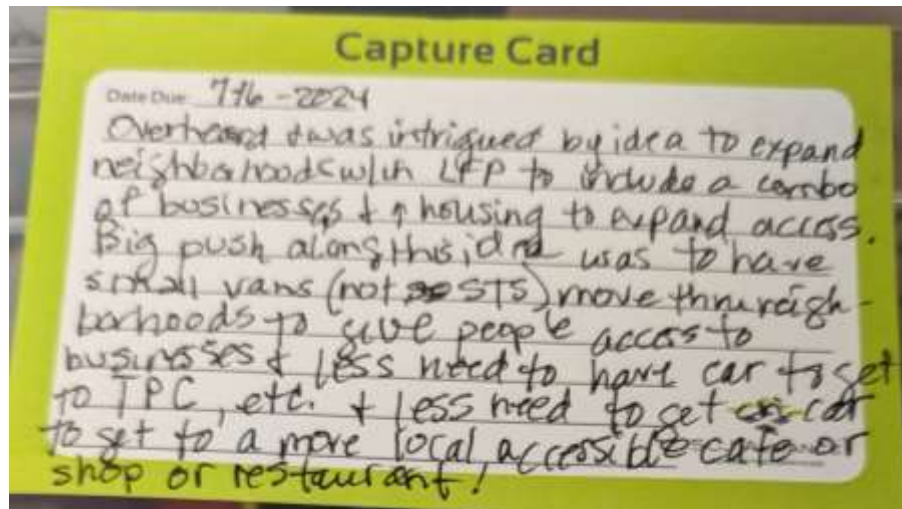
Concerns about tree canopy, density, traffic



# Open House Report

## ECONOMIC DEVELOPMENT

Interest in neighborhood-serving commercial  
Ballinger Way corridor could meet this desire



# Open House Report

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Strong preference to maintain/expand tree canopy

Protect health of streams and steep slopes, especially in higher density development scenarios

Further education may be warranted during implementation:

- Reassurance that new development is subject to adopted zoning and critical areas requirements
- Middle housing types and ADUs create opportunities for more lifestyles, not just a range of incomes
- Options/opportunities for active transportation improvements with new development or City investment
- Climate planning/priorities



# DRAFT Comprehensive Plan Status

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# Current Status

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## Public hearing held August 13

- Two people testified

## Upcoming Changes:

- Final comments received from Tree Board, Park Board, Police Department incorporated
- Final review comments from Planning Commissioners (still expecting some comments)

## Other minor updates needed throughout:

- Clean up placeholders (i.e., middle housing policies in LU element)
- Some capital facilities, utilities, and transportation data still missing; coordinating with Public Works
- Adding current graphics, photos – after text is accepted by Planning Commission

# Schedule

Task	Anticipated Due Date
<b>Incorporate Comments</b>	
	Planning Commission Comments
Late August	
	Public Comments
Late August	
<b>Implementation Strategy</b>	By September 10
<b>Final Recommendation</b>	
By September 10	
<b>Transition to City Council</b>	
	Briefing
August 19	
	First Review
August/September	

# Plan Update Framework and Guidance

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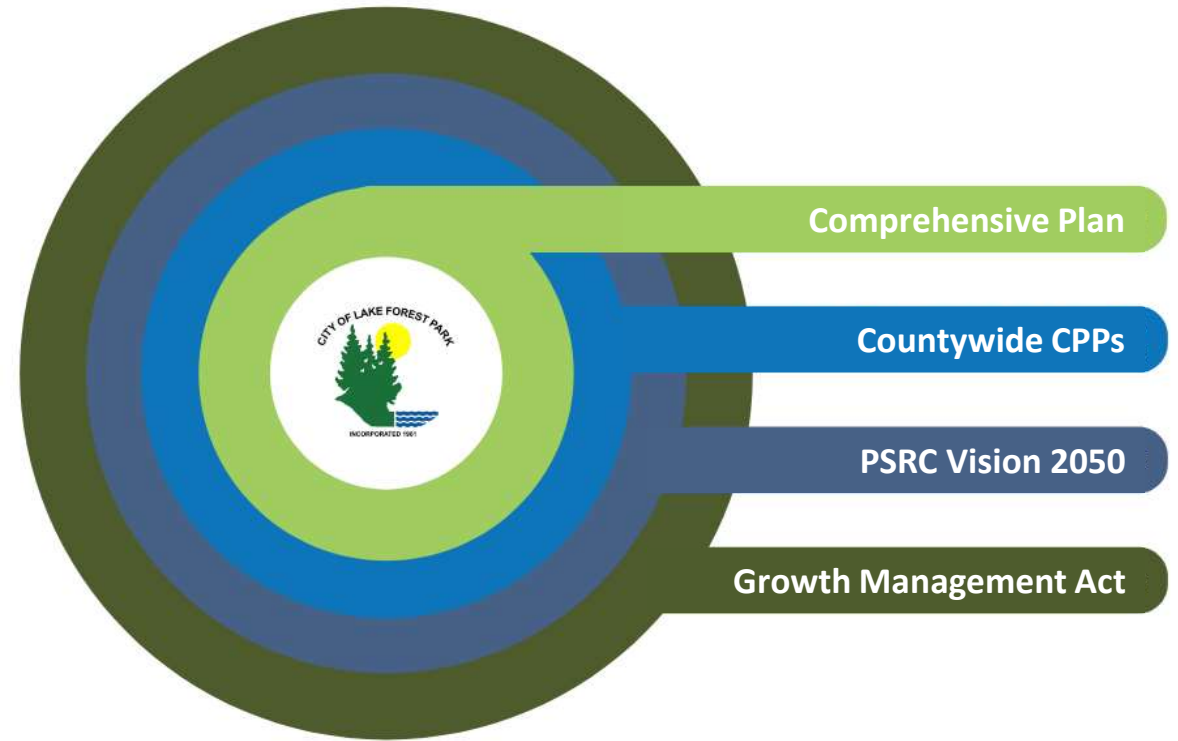
# Element Update Objectives

## Regulatory Compliance

- GMA & Amendments
- King County CPPs
- PSRC Vision 2050

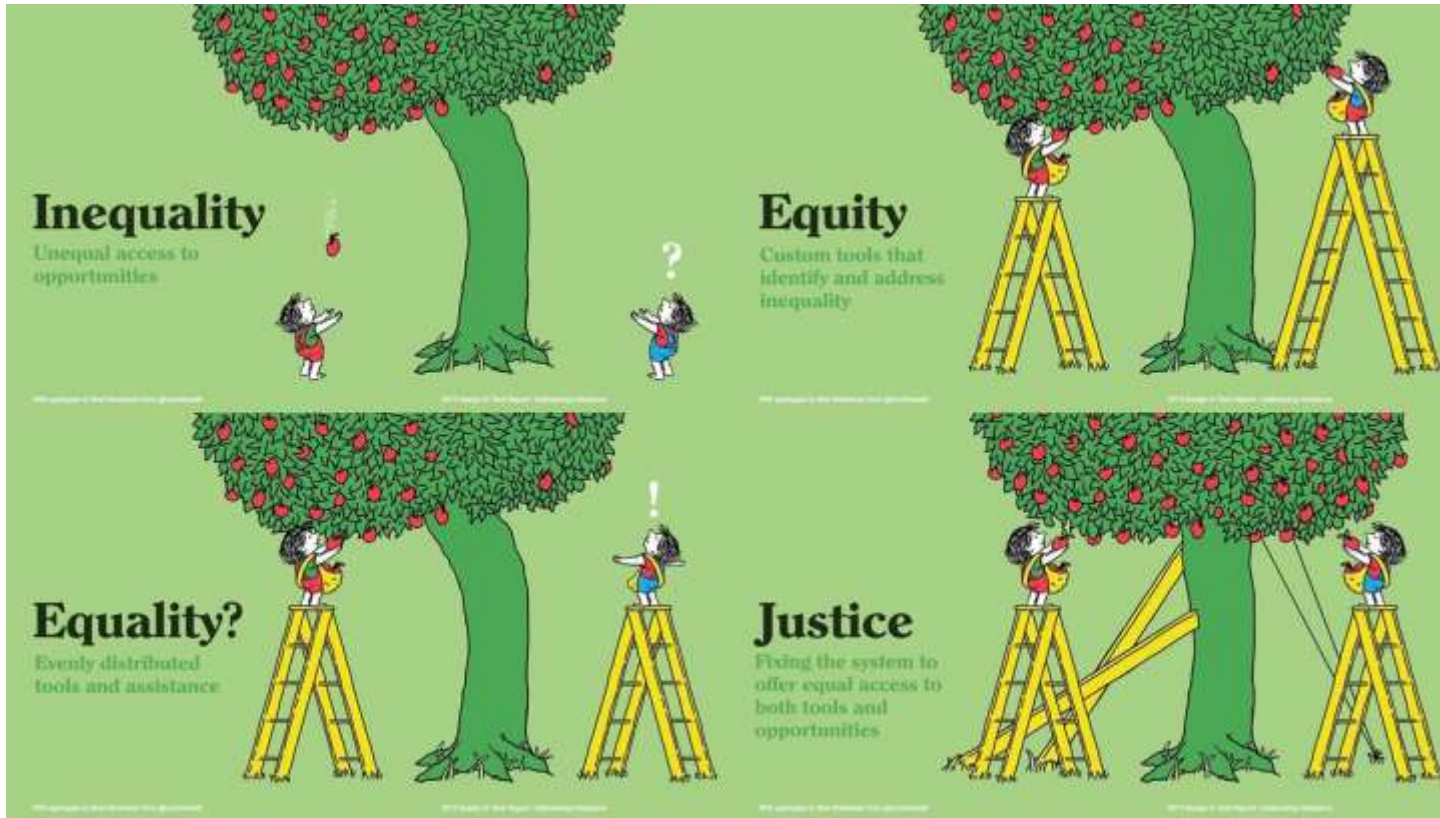
## Community Vision and Priorities

- Balance environmental preservation, economic vitality, and neighborhoods
- Support diverse cultures and perspectives
- Vibrant Town Center is the heart of the community
- Safe and connected neighborhoods



# Policy Framework

Framework Structure	Key Words	Recommendation
<b>Goals</b> should be a <u>high-level</u> , comprehensive, and intentionally vague overview of the future vision.	Facilitate, promote, encourage, preserve	Look for opportunities to <u>simplify</u> goals and confirm that policies are <u>consistent</u> with each goal.
<b>Policies</b> should be <u>moderately specific</u> steps to make the goals possible.	Maintain, enhance, encourage, promote, increase, designate, consider, coordinate, support, explore	<u>Policies lead to actions.</u> Policies should be phrased with “and” statements that may indicate actions within a policy.
<b>Actions</b> are <u>very specific</u> ; when completed, there will be a tangible or measurable result or product.	Develop, adopt, implement, map, evaluate, review, align, work, establish	Identify <u>actions that may already exist</u> within policies and suggest any new ones.



# Equity Primer

Equity-forward language is emphasized in GMA, PSRC Vision 2050, and King County CPPs.

**Equality** means each individual or group of people is given the same resources or opportunities.

**Equity** considers the specific needs or circumstances of a person or group and provides the resources needed to be successful.

# Discussion/Questions

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# Equity Review and Evaluation

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## Goal and Policy Evaluation Questions:

1. What do we intend to protect or prevent?
2. Who benefits, and how? Who is burdened, and how?
3. Does this contribute to identified racially disparate impacts, displacement, or exclusion?
4. Can the benefits be more widely distributed? Can the burdens be minimized or more widely shared?
5. Did impacted community members help identify new goals and policies?
6. Were policy and goal additions, alternatives, or improvements to undo racially disparate impacts addressed?
7. Were anti-displacement policies included to support those who are most at risk of physical, economic, or cultural displacement?
8. Does the policy language provide clear direction for implementation?
9. Are the policies clear in their intent, and do they provide clarity for measurement and tracking purposes?

City of Lake Forest Park - Capital Improvement Plan - 2025/26 (Mayor's Proposed)

PROJECTS	*Action Plan	2025						2026						
		Capital Improvement	Transportation Capital	Capital Facilities	SWM Capital	Sewer Capital	State / Federal / County Grant Funding Revenue	Capital Improvement	Transportation Capital	Capital Facilities	SWM Capital	Sewer Capital	State / Federal / County Grant Funding Revenue	
Facilities	1 City Hall Facilities	ST			300,000					300,000				
	2 Public Works Office Building	ST			25,000					25,000				
	3 Public Works Facilities	ST			5,000					5,000				
	4 PW Facility EV Chargers	CAP			135,000									
	5 PW Bins Rooftop Solar Panels	CAP												
	6 PW Facility Rooftop Solar Panels	CAP												
	7 City Hall Parking Lot Solar Panels	CAP												
Parks	8 McKinnon Creek Trail	PROST												
	9 Animal Acres Park Restoration	PR,ST												
	10 Horizon View Park Improvements	PR,ST												
	11 Master Plan - Park Properties for Development (Sims)	PR,ST	100,000											
	12 Master Plan - Park Properties for Development (SPU)	PR,ST	200,000											
	13 Park Property Improvements (Sims) (Animal Acres - Annexation)	PR,ST												
	14 Park Property Improvements (SPU) (5 Acre Woods)	PR,ST												
15 Master Plan - Existing Parks and Trail Systems	PR,ST	250,000						250,000						
16 Existing Parks and Trail Systems Improvements	PR,ST													
17 Lakefront Park Development	PR,ST			1,100,000						7,744,339				
Transportation	18 Annual Street Overlay Program	ST		550,000					550,000					
	ADA Ramp Design and Construction	ST		200,000					200,000					
	Brookside Sidewalk - Design and Construction (Sound Transit Project)						60,000						200,000	
	19 Safe Streets Study (Traffic Calming)	SS		100,000					100,000					
	20 37th Ave Sidewalk (Brookside Elementary) - Design	SS							400,000					
	21 37th Ave Sidewalk (LFP Elementary) - Design	SS							250,000					
	22 SR 104 and 40th Pl. NE Roundabout	SH		3,245,000				3,767,000						
23 Guardrail Replacement (Design and Construction)			100,000					150,000						
Sewer	24 Beach Drive Sewer Lift Stations - Design					500,000								
	25 Beach Drive Sewer Lift Stations - Construction					2,574,000								
	26 Master Plan - Sanitary Sewer System - Data Collection										400,000			
	27 Master Plan - Sanitary Sewer System - Data Analysis and Reporting													
	28 Sanitary Sewer System - CIPP and Structure Improvements													
	29 Material Bins Covers	ST												
	30 Culvert L70 Replacement - Design	CRS												
Stormwater & Surface Water	31 Culvert L70 Replacement - Construction	CRS												
	32 Culvert L90 Replacement	CRS											3,070,000	
	33 Culvert L110 Replacement - Design	CRS												
	34 Culvert L110 Replacement - Construction	CRS												
	35 Brookside/35th Avenue Culvert Replacement - Design													
	36 Brookside/35th Avenue Culvert Replacement - Construction													
	37 35th Ave NE Drainage Improvements	CP												
	38 28th Ave NE Culvert Temporary Repair	CP												
	39 28th Ave NE Culvert Replacement	CP												
	40 Stormwater Facility Retrofit	CP				440,000								
	41 Master Plan - Stormwater & Surface Water Systems - Data Collection	CP									400,000			
	42 Master Plan - Stormwater & Surface Water Systems - Data Analysis and Reporting	CP												
	43 Stormwater & Surface Water Systems - CIPP and Structure Improvements	CP												
	44 NE 195th St & SR 104 Culvert	CP												
	45 Misc SW Projects - Replace SW crossings	ST												

**City Hall Facilities**

<b>Description</b>	Mini projects have been identified to address the maintenance and operational upgrades of City Hall.
<b>Background</b>	Alternative Energy/Sustainability Investments, Entry Canopy Replacement, Replace RTU-2-25 ton Rooftop Units, Exterior Insulation Upgrade, Roof Membrane Replacement, Generator Replacement, Secure Parking at City Hall, and Sally Port Improvements. Projects are based on the 2013 LFP City Hall Maintenance Plan and 2018 City Hall Security Assessment.
<b>Policy Basis</b>	City Council recognized the need to create a City Hall Projects Reserve Fund to maintain the City Hall facility.
<b>Total Project Cost</b>	\$1,800,000
<b>Method of Financing</b>	City Capital Fund (REET I)
<b>City Funding %</b>	100%
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	\$3,000/yr
<b>Change from Prior CIP</b>	All city hall facilities projects have been consolidated to this sheet
<b>Project Start Date</b>	Ongoing
<b>Anticipated Completion Date</b>	Ongoing
<b>Project Status</b>	Ongoing
<b>Project Rating</b>	High

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$0								
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$1,800,000		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	
<b>TOTAL</b>	<b>\$1,800,000</b>	<b>\$0</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	1,800		300	300	300	300	300	300	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$0								
Capital Facilities	\$1,800,000		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$0
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$1,800,000</b>	<b>\$0</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
State/Federal Funding	\$0								

**Public Works Office Building**

<b>Description</b>	This project will provide funding for bulding improvements to maintain and enhance the functionality and comfort of the structure for the public works operational staff. Improvements to the interior, updated amenities, and structural elements include a new roof, deck replacement, and painting are part of the overall project.
<b>Background</b>	The public works structure is a residential, two story home that is not well-suited to public works operations. The City has struggled to make the existing residential structure meet our needs for many years and we continue to make improvements to maintain a pleasant working environment.
<b>Policy Basis</b>	Mobility, Community Vitality
<b>Total Project Cost</b>	\$110,000
<b>Method of Financing</b>	City Capital Fund (REET I)
<b>City Funding %</b>	100%
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	N/A
<b>Change from Prior CIP</b>	None
<b>Project Start Date</b>	Not Scheduled
<b>Anticipated Completion Date</b>	Not Scheduled
<b>Project Status</b>	Pending
<b>Project Rating</b>	Medium - Low

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$0								
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$110,000		\$25,000	\$25,000	\$15,000	\$15,000	\$15,000	\$15,000	
<b>TOTAL</b>	<b>\$110,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	110	0	25	25	15	15	15	15	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								\$0
Transportation Capital Fund	\$0								\$0
Capital Facilities	\$110,000		\$25,000	\$25,000	\$15,000	\$15,000	\$15,000	\$15,000	
SWM Capital Fund	\$0								\$0
Sewer Capital Fund	\$0								\$0
<b>TOTAL</b>	<b>\$110,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
State/Federal Funding									

**Public Works Maintenance Shop**

<b>Description</b>	Provide better organization with equipment, small tools, and new battery powered tools with physical improvements to the shop.
<b>Background</b>	The Public Works Maintenance Shop houses some of our vehicles and also our small equipment, tools, signs, barricades, and a wide array of supplies needed for the various types of projects completed by Public Works. Projects will provide for better organization within the Public Works Maintenance Shop and improvements with equipment and small tool storage.
<b>Policy Basis</b>	Increased efficiency
<b>Total Project Cost</b>	\$30,000
<b>Method of Financing</b>	City Capital Fund (REET I)
<b>City Funding %</b>	100%
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	None
<b>Change from Prior CIP</b>	N/A
<b>Project Start Date</b>	Pending
<b>Anticipated Completion Date</b>	Ongoing
<b>Project Status</b>	Ongoing
<b>Project Rating</b>	Medium - Low

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$0								
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$30,000		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
<b>TOTAL</b>	<b>\$30,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	

<b>Estimated Staff Hours</b>	30	0	5	5	5	5	5	5	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$0								
Capital Facilities	\$30,000	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$0
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$30,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
State/Federal Funding	\$0								

Public Works Facility EV Chargers	
<b>Description</b>	Installation of 10 Level 2 EV charging ports at our Public Works Facility in preparation for fleet electrification.
<b>Background</b>	The newly adopted Climate Action Plan includes a goal to electrify the City's fleet and to become more environmentally conscience and reduce the City's carbon footprint. The transition from fossil fuels to electricy, for the vehicles that are EV available, will assist in reaching that goal. Tangentially, a conversion to EVs will reduce our overall operations and maintenance expenses.
<b>Policy Basis</b>	Mobility, Healthy Environment
<b>Total Project Cost</b>	\$210,000
<b>Method of Financing</b>	City Capital Fund (REET I), Commerce Grant
<b>City Funding %</b>	65%
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	N/A
<b>Project Start Date</b>	TBD
<b>Anticipated Completion Date</b>	TBD
<b>Project Status</b>	Pending
<b>Project Rating</b>	Medium

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$0								
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$210,000		\$210,000		\$0	\$0	\$0	\$0	
<b>TOTAL</b>	<b>\$210,000</b>	<b>\$0</b>	<b>\$210,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

<b>Estimated Staff Hours</b>	210	0	210	0	0	0	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$0								
Capital Facilities	\$210,000	\$0	\$210,000	\$0	\$0	\$0	\$0	\$0	\$0
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$210,000</b>	<b>\$0</b>	<b>\$210,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
State/Federal Funding	\$75,000		\$75,000						

**Master Plan for Park Property Development (Sims)**

<b>Description</b>	Development of the recently acquired property at 17450 37th Ave NE to convert to a public nature park with an active recreation element.
<b>Background</b>	Acquisition of the 17450 37th Ave NE increased the size of Pfingst Animal Acres Park from 3.85 acres to over 5 acres providing a very large natural central park in Lake Forest Park. It will be connected by sidewalks on all sides, ample street and off-street parking while providing nature trail connection between Brookside Boulevard and Brookside Elementary School. The property could be used as an outdoor classroom due to its immediate proximity to the elementary school and its amazing location at the convergence of two salmon-bearing streams. The property also has a large outdoor fireplace and an upland area suitable for active outdoor recreation.
<b>Policy Basis</b>	Healthy Environment, Community Vitality, 100-Yr Legacy Plan
<b>Total Project Cost</b>	\$450,000
<b>Method of Financing</b>	King County Parks Levy, King County Conservation Futures Grant, King Conservation District Grant, Other grants to be determined
<b>City Funding %</b>	0% - 60%
<b>In-House Costs Reimbursed</b>	To Be Determined
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	New Project
<b>Project Start Date</b>	TBD
<b>Anticipated Completion Date</b>	TBD
<b>Project Status</b>	City is identifying potential outside funding sources
<b>Project Rating</b>	Low

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$100,000		\$100,000						
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$350,000					\$350,000			
<b>TOTAL</b>	<b>\$450,000</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	1,008	0	224	0	0	784	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$450,000		\$100,000			\$350,000			
Transportation Capital Fund	\$0								
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$450,000</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>

**Master Plan for Park Property Development - SPU Property**

<b>Description</b>	Development of the recently acquired property at 19021, 19031 40th Place NE (Parcels 4022902320, 4022902270) to convert the properties to a public nature park that may include active recreation elements.
<b>Background</b>	Seattle Public Utilities (SPU) accepted the City's \$1 million purchase offer for the two undeveloped parcels near the intersection of 40th Place NE and 45th Place NE. Initial funding for acquisition comes from an internal line of credit combined with grant funding from King County Conservation Futures. The properties have an area of 5.6 acres with a dense tree canopy and extensive sensitive areas. The City's successful offer is a culmination of a cooperative effort by the City Council, Mayor, Lake Forest Park Stewardship Foundation and conservation-minded residents.
<b>Policy Basis</b>	Healthy Environment, Community Vitality, 100-Yr Legacy Plan
<b>Total Project Cost</b>	\$800,000
<b>Method of Financing</b>	King County Parks Levy, King County Conservation Futures Grant, King Conservation District Grant, Other grants to be determined
<b>City Funding %</b>	0% - 60%
<b>In-House Costs Reimbursed</b>	TBD
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	New Project
<b>Project Start Date</b>	TBD
<b>Anticipated Completion Date</b>	TBD
<b>Project Status</b>	City is identifying potential outside funding sources
<b>Project Rating</b>	Low

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$200,000		\$200,000						
Permitting	\$0								
Acquisition	\$0								
Construction	\$600,000					\$600,000			
<b>TOTAL</b>	<b>\$800,000</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$600,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	1,792	0	448	0	0	1,344	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$800,000		\$200,000			\$600,000			
Transportation Capital Fund	\$0								
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$800,000</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$600,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>



**Master Plan - Existing Parks and Trail Systems**

<b>Description</b>	Develop a Master Plan for the City's existing parks and trail systems including the connections between facilities with respect to providing pedestrian access.
<b>Background</b>	This Master Plan will builds on the previous work such as the PROST plan, but is not an update of the plan. Instead, our Parks and Trail Systems need to be supplemented with enhanced access from Park to Park via safe walkways, pathways, and other means of travel that accommodates and supports the community's and Council's desire for increased multi-model transportation and better connectivity.
<b>Policy Basis</b>	Healthy Environment, Community Vitality, 100-Yr Legacy Plan
<b>Total Project Cost</b>	\$1,250,000
<b>Method of Financing</b>	King County Parks Levy, King County Conservation Futures Grant, King Conservation District Grant, Other grants to be determined
<b>City Funding %</b>	0% - 60%
<b>In-House Costs Reimbursed</b>	To Be Determined
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	New Project
<b>Project Start Date</b>	TBD
<b>Anticipated Completion Date</b>	TBD
<b>Project Status</b>	City will identify potential outside funding sources
<b>Project Rating</b>	Low

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$500,000		\$250,000	\$250,000					
Pre-design	\$0								
Design	\$0								
Permitting	\$0								
Acquisition	\$0								
Construction	\$750,000				\$750,000				
<b>TOTAL</b>	<b>\$1,250,000</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$750,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	2,800	0	560	560	1,680	0	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$1,250,000		\$250,000	\$250,000	\$750,000				
Transportation Capital Fund	\$0								
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$1,250,000</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$750,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>

**Lakefront Park Property Development**

<b>Description</b>	Development of the recently acquired Turner property along Lake Washington to convert the existing residential property to a recreational facility and integrate with the Lyon Creek Preserve.
<b>Background</b>	Acquisition of the Turner property on Beach Drive finalize in 2021 and will be converted to a public space with the open carport and some of the cabins demolished and the main house, garage, and cabin 6 will be remodeled and converted to public spaces. Conceptual designs were created and an overall plan is being developed leading to the restoration and construction of a new public space providing water access to the public and a venue for meetings and other gatherings
<b>Policy Basis</b>	Healthy Environment, Community Vitality, 100-Yr Legacy Plan
<b>Total Project Cost</b>	\$8,844,339
<b>Method of Financing</b>	King County Parks Levy, King County Conservation Futures Grant, King Conservation District Grant, Other grants to be determined
<b>City Funding %</b>	0% - 60%
<b>In-House Costs Reimbursed</b>	TBD
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	New Project
<b>Project Start Date</b>	TBD
<b>Anticipated Completion Date</b>	TBD
<b>Project Status</b>	City is identifying potential outside funding sources
<b>Project Rating</b>	High

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$1,100,000		\$1,100,000						
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$7,744,339			\$7,744,339					
<b>TOTAL</b>	<b>\$8,844,339</b>	<b>\$0</b>	<b>\$1,100,000</b>	<b>\$7,744,339</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	19,811	0	2,464	17,347	0	0	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$8,844,339		\$1,100,000	\$7,744,339					
Transportation Capital Fund	\$0								
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$8,844,339</b>	<b>\$0</b>	<b>\$1,100,000</b>	<b>\$7,744,339</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>

**Annual Street Overlay**

<b>Description</b>	Annual street overlay program for pavement preservation.
<b>Background</b>	The City's streets are periodically assessed for their overall health and given a Pavement Condition Index (PCI) from 0-100 with the higher score indicating a structurally sound street. Annually, the City selects streets that qualify for the overlay program.
<b>Policy Basis</b>	Mobility
<b>Total Project Cost</b>	\$550,000+/year
<b>Method of Financing</b>	Transportation Capital Fund (REET II)
<b>City Funding %</b>	100%
<b>In-House Costs Reimbursed</b>	0
<b>Estimated Annual Maint. Costs</b>	This is an ongoing maintenance activity.
<b>Change from Prior CIP</b>	Increase from \$400,000 to \$550,000
<b>Project Start Date</b>	Annual Program
<b>Anticipated Completion Date</b>	Annual Program
<b>Project Status</b>	Ongoing
<b>Project Rating</b>	Medium - High

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$0								
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$3,600,000		\$550,000	\$550,000	\$600,000	\$600,000	\$650,000	\$650,000	
<b>TOTAL</b>	<b>\$3,600,000</b>	<b>\$0</b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>\$600,000</b>	<b>\$600,000</b>	<b>\$650,000</b>	<b>\$650,000</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	3,420	0	523	523	570	570	618	618	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$3,600,000		\$550,000	\$550,000	\$600,000	\$600,000	\$650,000	\$650,000	
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$3,600,000</b>	<b>\$0</b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>\$600,000</b>	<b>\$600,000</b>	<b>\$650,000</b>	<b>\$650,000</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
TBD	\$0								

**ADA Ramps**

<b>Description</b>	ADA ramps on sidewalks increase safety for all LFP residents
<b>Background</b>	ADA ramps are required by federal law and must be upgraded concurrently with street overlays. This funding will be used for the design and construction of ADA compliant ramps in conjunction with our Overlay program.
<b>Policy Basis</b>	Mobility
<b>Total Project Cost</b>	\$1,200,000
<b>Method of Financing</b>	Transportation Capital Fund (REET II), State/Federal Funding
<b>City Funding %</b>	100%
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	None
<b>Change from Prior CIP</b>	None
<b>Project Start Date</b>	Annual Program
<b>Anticipated Completion Date</b>	Annual Program
<b>Project Status</b>	Ongoing
<b>Project Rating</b>	High

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$300,000		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$900,000		\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	
<b>TOTAL</b>	<b>\$1,200,000</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	1,884	0	314	314	314	314	314	314	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$1,200,000	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$1,200,000</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
TBD	\$0								

**Brookside Sidewalk at SR522**

<b>Description</b>	Create a safe sidewalk from Northshore Fire Station #57 to SR522 on the east side of Brookside Boulevard.
<b>Background</b>	Through Sound Transit Stride Program Station Access Allowance Funding, the city has agreed to design and install a section of sidewalk providing safer access to SR522 increasing safer mobility.
<b>Policy Basis</b>	Mobility
<b>Total Project Cost</b>	\$260,000
<b>Method of Financing</b>	Sound Transit Reimbursement
<b>City Funding %</b>	0
<b>In-House Costs Reimbursed</b>	Yes
<b>Estimated Annual Maint. Costs</b>	None
<b>Change from Prior CIP</b>	None
<b>Project Start Date</b>	2025
<b>Anticipated Completion Date</b>	2026
<b>Project Status</b>	Pending
<b>Project Rating</b>	Medium

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$60,000		\$60,000						
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$200,000			\$200,000					
<b>TOTAL</b>	<b>\$260,000</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	582	0	134	448	0	0	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$260,000		\$60,000	\$200,000					
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$260,000</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Sound Transit Access Funds	\$260,000		\$60,000	\$200,000		\$0	\$0		

**Safe Streets Study: Early Action Investments**

<b>Description</b>	Small street safety improvement projects as depicted in the upcoming Safe Streets study, mostly additional speed radar signs and rapid flashing beacon crosswalk signs.
<b>Background</b>	This project is an outcome of the recommended project list resulting from the Safe Streets Study.
<b>Policy Basis</b>	2017 Safe Streets Study
<b>Total Project Cost</b>	\$120,000
<b>Method of Financing</b>	Transportation Capital Fund (REET II)
<b>City Funding %</b>	100%
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	None
<b>Change from Prior CIP</b>	New project
<b>Project Start Date</b>	Annual Program
<b>Anticipated Completion Date</b>	Annual Program
<b>Project Status</b>	Ongoing
<b>Project Rating</b>	Medium - Low

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$600,000		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$0								
<b>TOTAL</b>	<b>\$600,000</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	942	0	157	157	157	157	157	157	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$600,000		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$600,000</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
TBD	\$0								

**Design for Sidewalk - 37th Ave NE (Brookside)**

<b>Description</b>	Sidewalk between NE 178th St. to NE 165th St. on 37th Ave NE. Sidewalk will be near Brookside Elementary School.
<b>Background</b>	There have been numerous citizen requests for enhanced pedestrian facilities on this route leading to Brookside Elementary.
<b>Policy Basis</b>	Mobility
<b>Total Project Cost</b>	\$400,000
<b>Method of Financing</b>	Pedestrian Access Funds
<b>City Funding %</b>	0
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	None
<b>Project Start Date</b>	TBD
<b>Anticipated Completion Date</b>	TBD
<b>Project Status</b>	Pending
<b>Project Rating</b>	Medium

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$400,000			\$400,000					
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$0								
<b>TOTAL</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	896	0	0	896	0	0	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$400,000			\$400,000					
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
	\$0								

**Design for Sidewalk - 37th Ave NE (LFP)**

<b>Description</b>	Sidewalks in the vicinity of Lake Forest Park Elementary at 7th Avenue NE, just north of SR 104 to NE 195th Street and NE 187th Street, 35th Avenue NE to 37th Avenue NE
<b>Background</b>	There have been numerous citizen requests for enhanced pedestrian facilities on this route leading to Lake Forest Park Elementary.
<b>Policy Basis</b>	2017 Safe Streets Study
<b>Total Project Cost</b>	\$250,000
<b>Method of Financing</b>	Future Grant Opportunities or Transportation Capital Fund (REET II)
<b>City Funding %</b>	TBD
<b>In-House Costs Reimbursed</b>	Yes
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	New Project
<b>Project Start Date</b>	TBD
<b>Anticipated Completion Date</b>	TBD
<b>Project Status</b>	N/A
<b>Project Rating</b>	Medium

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$250,000			\$250,000					
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$0								
<b>TOTAL</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	560	0	0	560	0	0	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$250,000			\$250,000					
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
	\$0				\$0	\$0	\$0	\$0	



**SR 104/40th PI Roundabout**

<b>Description</b>	Design and construction of a roundabout on SR 104 at 40th Place NE.
<b>Background</b>	The four-legged, skewed intersection has a number of safety shortcomings related to its geometry, volume of traffic, and lack of pedestrian amenities.
<b>Policy Basis</b>	Mobility
<b>Total Project Cost</b>	\$7,012,000
<b>Method of Financing</b>	Future Grant Opportunities or Transportation Capital Fund (REET II)
<b>City Funding %</b>	46
<b>In-House Costs Reimbursed</b>	Yes
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	Ongoing
<b>Project Start Date</b>	2020
<b>Anticipated Completion Date</b>	2026
<b>Project Status</b>	Pending
<b>Project Rating</b>	High

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$0								
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$7,012,000		\$7,012,000						
<b>TOTAL</b>	<b>\$7,012,000</b>	<b>\$0</b>	<b>\$7,012,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	4,628	0	4,628	0	0	0	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$0								
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Future Grant Opportunities	\$3,767,000		\$3,767,000						

**Guardrail Replacement Program**

<b>Description</b>	Design and construction of failed guardrail segments throughout the City.
<b>Background</b>	In the past, King County assisted with the repairs and replacement of guardrails for the City. That practice is no longer offered by the County leading the City to procure the design and installation independently.
<b>Policy Basis</b>	Mobility
<b>Total Project Cost</b>	\$850,000
<b>Method of Financing</b>	Transportation Capital Fund (REET II)
<b>City Funding %</b>	100
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	Ongoing
<b>Project Start Date</b>	2025
<b>Anticipated Completion Date</b>	Ongoing
<b>Project Status</b>	Pending
<b>Project Rating</b>	High

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$175,000		\$25,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$675,000		\$75,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	
<b>TOTAL</b>	<b>\$850,000</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	561	0	66	99	99	99	99	99	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$850,000		\$100,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$850,000</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
	\$0								

**Beach Drive Sewer Lift Stations**

<b>Description</b>	Two lift stations on Beach Dr. NE are near the end of their useful lives. One new lift station will replace both lift stations and upgrade the sewage conveyance in this basin. An emergency generator will also be installed.
<b>Background</b>	This sewer system was installed by Lake City Sewer District in the 1960s.
<b>Policy Basis</b>	1999 Sewer Comprehensive Plan
<b>Total Project Cost</b>	\$3,074,000
<b>Method of Financing</b>	Sewer Capital Fund
<b>City Funding %</b>	100%
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	The project has been moved from 2018-2019 to the 2025-2026
<b>Project Start Date</b>	2025
<b>Anticipated Completion Date</b>	2026
<b>Project Status</b>	Pending
<b>Project Rating</b>	High

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$500,000		\$500,000						
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$2,574,000		\$2,574,000						
<b>TOTAL</b>	<b>\$3,074,000</b>	<b>\$0</b>	<b>\$3,074,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	2,060	0	2,060	0	0	0	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$0								
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$3,074,000		\$3,074,000	\$0			\$0	\$0	
<b>TOTAL</b>	<b>\$3,074,000</b>	<b>\$0</b>	<b>\$3,074,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
State/Federal Funding	\$0								

**Sanitary Sewer System Master Plan**

<b>Description</b>	Perform a system master plan for our sanitary sewer system to identify a complete set of sewer assets, the condition of those assets, and those assets are within the City's right-of-way or easements are in place or are needed.
<b>Background</b>	This sewer system was installed by Lake City Sewer District in the 1960s.
<b>Policy Basis</b>	1999 Sewer Comprehensive Plan
<b>Total Project Cost</b>	\$400,000
<b>Method of Financing</b>	Sewer Capital Fund
<b>City Funding %</b>	100%
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	None
<b>Change from Prior CIP</b>	N/A
<b>Project Start Date</b>	TBD
<b>Anticipated Completion Date</b>	TBD
<b>Project Status</b>	Pending
<b>Project Rating</b>	High

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$500,000			\$250,000	\$250,000				
Design	\$0								
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$500,000					\$250,000	\$250,000		
<b>TOTAL</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	670	0	0	168	168	168	168	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$0								
Capital Facilities	\$0								
SWM Capital Fund	\$0								
Sewer Capital Fund	\$1,000,000			\$250,000	\$250,000	\$250,000	\$250,000	\$0	
<b>TOTAL</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
State/Federal Funding	\$0								

**Stormwater Facility Retrofit Project**

<b>Description</b>	Project proposes to install a vault in the parcel between Ballinger Way NE and 32nd Avenue NE which avoids impacts to the critical root zone of large trees.
<b>Background</b>	The NPDES Phase II permit required that a Stormwater Management Action Plan (SMAP) be completed in 2023. One of the action items from the SMAP is install a treatment vault to treat stormwater before it reaches Lyon Creek.
<b>Policy Basis</b>	NPDES Phase II Permit, 2008 Lake Forest Park Programmatic Study
<b>Total Project Cost</b>	\$440,000
<b>Method of Financing</b>	Possible Washington State Department of Ecology Grant, and Lake Forest Park Surface Water Capital Fund
<b>City Funding %</b>	TBD
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	TBD
<b>Change from Prior CIP</b>	New Project
<b>Project Start Date</b>	2025
<b>Anticipated Completion Date</b>	2026
<b>Project Status</b>	Ongoing
<b>Project Rating</b>	High

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$40,000		\$40,000						
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$400,000		\$400,000						
<b>TOTAL</b>	<b>\$440,000</b>	<b>\$0</b>	<b>\$440,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	717	0	717	0	0	0	0	0	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$0								
Capital Facilities	\$0								
SWM Capital Fund	\$440,000		\$440,000						
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$440,000</b>	<b>\$0</b>	<b>\$440,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
	\$0								

**Stormwater System Master Plan**

<b>Description</b>	Perform a system master plan for the stormwater system to identify a complete set of assets, the condition of those assets, and those assets are within the City's right-of-way or easements are in place or are needed.
<b>Background</b>	The existing stormwater system is aged and recent issues with crossings have indicated that a comprehensive look at the whole system is recommended to determine long term planning needs.
<b>Policy Basis</b>	NPDES Phase II Permit, 2008 Lake Forest Park Programmatic Study
<b>Total Project Cost</b>	\$400,000
<b>Method of Financing</b>	Surface Water Capital Fund
<b>City Funding %</b>	100%
<b>In-House Costs Reimbursed</b>	No
<b>Estimated Annual Maint. Costs</b>	None
<b>Change from Prior CIP</b>	N/A
<b>Project Start Date</b>	2026
<b>Anticipated Completion Date</b>	2027
<b>Project Status</b>	Pending
<b>Project Rating</b>	High

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$400,000			\$400,000					
Design	\$150,000				\$150,000				
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$950,000				\$200,000	\$250,000	\$250,000	\$250,000	
<b>TOTAL</b>	<b>\$1,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$400,000</b>	<b>\$350,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	1,005	0	0	268	235	168	168	168	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$0								
Capital Facilities	\$0								
SWM Capital Fund	\$1,500,000			\$400,000	\$350,000	\$250,000	\$250,000	\$250,000	
Sewer Capital Fund	\$0						\$0	\$0	
<b>TOTAL</b>	<b>\$1,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$400,000</b>	<b>\$350,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
State/Federal Funding	\$0								

**Misc. Surface Water Projects**

<b>Description</b>	Design and reconstruction failed culverts that have been identified by the Stormwater Master Plan or known areas of concern.
<b>Background</b>	Throughout the years, staff and residents have periodically encountered culverts that have been compromised and need to be replaced due to age, degradation, or damage. This project aims to address those conditions by repairing or replacing the culverts in a systematic way based on anecdotal and empirical data.
<b>Policy Basis</b>	Surface Water Maintenance
<b>Total Project Cost</b>	\$1,250,000
<b>Method of Financing</b>	SWM Capital
<b>City Funding %</b>	100%
<b>In-House Costs Reimbursed</b>	TBD
<b>Estimated Annual Maint. Costs</b>	None
<b>Change from Prior CIP</b>	None
<b>Project Start Date</b>	Pending
<b>Anticipated Completion Date</b>	Pending
<b>Project Status</b>	City is identifying possible outside funding sources
<b>Project Rating</b>	Medium

<b>EXPENDITURES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Project Development/Planning	\$0								
Pre-design	\$0								
Design	\$375,000			\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	
Permitting	\$0								
Right-of-way Acquisition	\$0								
Construction	\$875,000			\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	
<b>TOTAL</b>	<b>\$1,250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$0</b>

<b>Estimated Staff Hours</b>	2,038	0	0	408	408	408	408	408	0
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<b>FUND SOURCE</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
Capital Improvement	\$0								
Transportation Capital Fund	\$0								
Capital Facilities	\$0								
SWM Capital Fund	\$1,250,000			\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	
Sewer Capital Fund	\$0								
<b>TOTAL</b>	<b>\$1,250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$0</b>

<b>REVENUES</b>	<b>Total</b>	<b>Previous</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Future</b>
State/Federal Funding	\$0								



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date** August 19, 2024 Special Meeting

**Originating Department** Executive

**Contact Person** Mayor Tom French

**Title** Resolution 24-1962/Approving the Purchase and Sale Agreement for acquisition of property located at 19001 40th Place and delegating authority to the Administration to execute professional services contracts to close the sale upon satisfaction of contingencies

## Legislative History

- First Presentation August 19, 2024 Special Meeting

## Attachments:

1. Resolution 24-1962
2. Purchase and Sale Agreement

## Executive Summary

The owner of the property at 19001 40th Place (Property) has accepted the City's offer to purchase the property for a sale price of \$1.6 million. The approximately 2.43-acre property is located directly adjacent to Five Acre Woods Park. The Property is heavily treed with second-growth forest, and the administration is considering preserving it with the possibility of expanding the park. The current owner will retain a life estate, allowing them to reside on the Property for the duration of their life.

## Background

The Mayor and City Council, along with the Stewardship Foundation, were approached about purchasing the 2.43-acre property to preserve as a future park. The property, neighboring the existing Five Acre Woods, would allow the City to expand the park in the future. The property is complementary to Five Acre Woods and has the potential to enhance access to and enjoyment of the natural environment.

The property's current owner has agreed to the purchase price of \$1,600,000. The appraisal conducted in late spring by the City in accordance with State law resulted in a valuation of \$1.8 million.



The owner has been gracious in offering considerations to allow the purchase of the property at a lower price.

Some of the contingencies of the purchase of the property:

- City Council Approval
- Satisfactory inspection of the property by the City

Further, the purchase and sale agreement provides for a life estate for the current owner. This means that the current owner will maintain possession during the owner’s lifetime including paying for maintenance, taxes, and insurance.

**Fiscal & Policy Implications**

The purchase funds will come from the capital improvement fund. The Administration will apply for a grant from Conservation Futures during the next funding cycle and seek King County Parks Levy funds to reimburse the purchase price and make future necessary improvements.

The current owner of the property will maintain possession during their lifetime. They will be responsible for paying all costs of repair, maintenance, and taxes on the Property and are prohibited from conveying or assigning the life estate to another party.

The acquisition of the property supports the goals of the Parks, Recreation, Trails, and Open Spaces Plan and the Comprehensive Plan.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>• Approve the Resolution</li> </ul>	The Administration will work on purchasing and finalizing the property
<ul style="list-style-type: none"> <li>• Not approve the Resolution</li> </ul>	The property will be put up for sale, and it may be purchased by a private developer which may not preserve the current character of the property

**Staff Recommendation**

Approve Resolution 24-1962 approving the Purchase and Sale Agreement for the acquisition of property located at 19001 40th Place and delegating authority to the Administration to execute professional services contracts for required inspections.

**RESOLUTION NO. 24-1962**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PROPERTY LOCATED AT 19001 40th PLACE (PARCEL NO. 4022902380) AND AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT FOR RELATED FEASIBILITY EVALUATION.**

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**WHEREAS**, the City, along with the leadership and close cooperation of the Lake Forest Park Stewardship Foundation, has identified a property to preserve and maintain for future generations as a possible public park; and

**WHEREAS**, the City of Lake Forest Park desires to acquire approximately 2.43 acres of real property, tax parcel number 4022902380, (the “Property”) to preserve the area for use as a public park; and

**WHEREAS**, the Property owner has accepted the City’s offer to purchase the Property.

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

Section 1. APPROVING THE PURCHASE AND SALE AGREEMENT. The City Council approves the Purchase and Sale Agreement (the “Agreement”) in the amount of \$1,600,000.00 attached hereto as Exhibit A; and authorizes the Mayor to execute related paperwork, when all contingencies in the Agreement have been satisfied, necessary to Close the transfer of the Property.

Section 2. AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT. The City Council further authorizes the Mayor to execute a professional services agreement to complete the feasibility evaluation of the Property in an amount not to exceed \$30,000 and in a final form acceptable to the City Attorney.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 19th day of August, 2024.

APPROVED:

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Thomas French  
Mayor

ATTEST/AUTHENTICATED:

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Matt McLean  
City Clerk

FILED WITH THE CITY CLERK: August 16, 2024  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1962

**REAL PROPERTY PURCHASE AND SALE AGREEMENT**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into by and between the City of Lake Forest Park, a Washington State municipal corporation (the "City" and "Buyer"); Marilyn Jean Rose, as a separate estate ("Rose" and "Seller"), collectively referred to as the Parties.

**I. RECITALS**

A. The City is committed to acquiring and maintaining parks and opens space for its residents, and Rose supports the City's commitment to parks and open space.

B. Rose owns approximately 2.43 acres, commonly known as 19001 40<sup>th</sup> Place Northeast in Lake Forest Park, Washington. Rose wants her property used for parks and open space, and the Parties have been in negotiations for the purchase by the City of the property for these purposes.

**II. TERMS**

The City desires to purchase and Rose desires to sell to City, all subject to the terms and conditions set forth in this Agreement. The Parties agree as follows:

1. **PROPERTY.** The "Property" subject to this Agreement is legally described in Exhibit A attached hereto and includes any improvements appurtenant to thereto.

2. **PURCHASE; CONDITION OF PROPERTY.** Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement. Buyer acknowledges that prior to the Closing Date (as defined below), Buyer shall have inspected the Property. Buyer will be purchasing the Property in its present condition, "AS IS AND WITH ALL FAULTS." As of the date of this Agreement and as of the Closing Date. Buyer agrees that Seller has made and will have made no representations or warranties or agreements of any kind or nature whatsoever regarding any aspect of the Property, except as provided in this Agreement and in the Deed (as defined below).

3. **PURCHASE PRICE AND ADDITIONAL AMOUNTS.**

3.1. **Amount.** The purchase price ("Purchase Price") for the Property shall be One Million Six Hundred Thousand Dollars and 00/100 (\$1,600,000.00).

3.2. **Payment.** The Purchase Price shall be paid in immediately available funds (i.e., available on the Closing Date).

3.3 **Earnest Money.** Buyer shall deposit with Escrow Holder Earnest Money in the amount of Eighty Thousand Dollars and 00/100 (\$80,000.00) within 10 business days of mutual acceptance.

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Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

**4. CONTINGENCIES.**

**4.1 City Council approval.** This Agreement is conditioned on the City of Lake Forest Park City Council's (the "City Council's") authorization to buy the Property ("Council Authorization"), which may or may not be granted in the City Council's sole discretion. The City shall not be liable or obligated for any burden or loss, financial or otherwise, incurred by Buyer as a result of the City Council's failure to grant Council Authorization.

**4.2 Inspection.** This Agreement is conditioned on Buyers's subjective satisfaction with an inspection of the Property and improvements on the Property. Buyer's inspection may include, at Buyer's option and without limitation, the structural, mechanical and general conditions of the improvements to the Property, an inspection for hazardous material, a soil/stability inspection, general home inspection, arborist inspection, and sewer line inspection. All inspections are at Buyer's cost. Buyer shall not alter the Property or improvements without first obtaining Seller's permission. Buyer shall be responsible for all damages resulting from any inspection of the Property or improvements performed on Buyer's behalf. Buyer shall restore all improvements on the Property to the same condition they were in prior to inspection.

a. This inspection contingency shall be waived if within 40 days of mutual acceptance ("Inspection Period") Buyer has not given notice to Seller that Buyer disapproves the inspection and terminates this Agreement.

b. Buyer and Buyer's representatives and consultants shall have the right during the Inspection Period to enter onto the Property and conduct inspections, tests or studies as provided in this subsection. Buyer shall give Seller at least 48-hours notice of any inspections of the home on the Property and cooperate with Seller to find reasonable times for same.

**5. LIFE ESTATE AND POSSESSION.** Rose reserves a life estate in the Property for and during her lifetime. During the life estate, Rose shall have the exclusive right of possession of the Property. Rose is prohibited from conveying or assigning her life estate.

**5.1. Costs.** During the life estate, Rose shall pay all costs of repair, maintenance, and taxes on the Property. Rose shall not commit or allow waste on the Property, or cause or allow other serious, permanent harm on the Property. Rose will maintain the Property in the condition it is in on Closing Date, or better, during the life estate.

**5.2. Insurance.** During the life estate, Seller shall procure and maintain insurance on the Property against claims for injuries to persons on the Property or damage to the Property as follows:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of the Property and improvements with no coinsurance provisions.

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The City shall be named as an additional insured on Rose's insurance policy or policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Rose's insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Rose's insurance and shall not contribute to it. Rose shall furnish to the City a copy of the original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of this Agreement.

**6. SELLER DISCLOSURE STATEMENT.** With five (5) business days of mutual acceptance, Seller shall deliver to Buyer a completed seller disclosure statement as provided in RCW 64.06.020. Buyer shall have three (3) business days from delivery to rescind this Agreement based on information in the completed disclosure statement. Buyer acknowledges that the disclosure statement is not a warranty of any kind from Seller.

**7. TITLE.** Title to the Property shall be insurable by an ALTA Owner's Standard Coverage Policy in the amount of the Purchase Price (the "Title Policy") to be issued by Rainier Title for Steward Title Guarantee Company (the "Title Company" or "Escrow Holder"), subject only to the Permitted Exceptions in the attached and incorporated **Exhibit B**. It shall be a condition of Closing that all requirements for issuance of the Title Policy shall have been satisfied or waived by the Title Company and the Title Company shall be prepared to issue the Title Policy, on the standard form in use in the State of Washington, in the full amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property subject only to Permitted Exceptions and others approved by Buyer in writing.

**8. DELIVERIES TO ESCROW HOLDER.**

**8.1. By Seller.** Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

**a. Deed.** A Statutory Warranty Deed warranting conveying fee simple title to the Buyer as provided in RCW 64.04.030 with a reservation of a life estate as described in section 5 above, and otherwise in form and substance reasonably satisfactory to Buyer and the Title Company, duly executed and acknowledged by Seller (the "Deed").

**b. FIRPTA Affidavit.** A certificate duly executed by Seller evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

**c. Certificates of Authority.** Such certificates as are necessary or reasonably required by Buyer or the Title Company to evidence the authority of Seller to execute the instruments to be executed by Seller in

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connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Seller.

**d. Excise Tax Affidavit.** A real estate excise tax affidavit signed by Seller or its agent reasonably satisfactory to the Title Company (the "Tax Affidavit").

**8.2. By Buyer.** Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

**a. Closing Funds.** Cash by federal funds, wire transfer or cashier's check in the amount necessary to pay the Purchase Price and Buyer's share of Closing costs.

**b. Excise Tax Affidavit.** The Tax Affidavit signed by Buyer or its agent.

**c. Certificates of Authority.** Such certificates as are necessary or reasonably required by Seller or the Title Company to evidence the authority of Buyer and its signatories to execute the instruments to be executed by Buyer in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Buyer.

**9. CLOSE OF ESCROW.**

**9.1. Time.** The close of escrow (the "Closing") shall occur at the offices of Escrow Holder on a date on or before September 27, 2024 (the "Closing Date").

**9.2. Procedure.** Escrow Holder shall proceed with Closing as follows:

**a.** Obtain the release of the Property from any liens that are not included in the Permitted Exceptions.

**b.** Pay applicable real estate transfer excise taxes, record the Deed, and complete the prorations.

**c.** Issue and deliver the Title Policy to Buyer.

**d.** Deliver to Buyer any other documents deposited by Seller into Escrow that are intended for Buyer.

**e.** Deliver the Purchase Price less amounts applied as provided above, to Seller.

**f.** Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each Party and copies of all executed and recorded or filed documents deposited into escrow, with such recording and filing date endorsed thereon.

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**9.3. Incorporation Of Escrow Instructions.** This Agreement shall serve as escrow instructions. The Parties shall execute additional escrow instructions if required by Escrow Holder provided that such additional escrow instructions shall not change the terms of this Agreement without mutual agreement of the Parties.

**9.4. Closing Costs And Prorations.** The Seller and Buyer shall each pay half of the escrow fee. Seller shall pay for recording costs of deed; excise tax; water, sewer and other utility charges. Buyer shall pay for Standard Owners title insurance premium. Property taxes shall be prorated as of the Closing Date.

**10. BROKERAGE.** Each Party represents and warrants to the other Party that it has not retained any firm or broker and further that no broker and no finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that Party with respect to the other Party or the Property. Each Party shall indemnify, defend and hold the other Party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying Party's actions. The obligations of the Parties under this Section shall survive the termination of this Agreement.

**11. CASUALTY.** The rights and obligations of the Parties shall not be changed as a consequence of any casualty to the Property prior to Closing. If and only if Closing shall occur, any insurance proceeds realized from any casualty shall be paid to Buyer.

**12. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**12.1. Seller's Representations, Warranties and Covenants.** Seller, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

**a. Agreements to Transfer or Encumber.** Seller has neither committed nor obligated itself in any manner whatsoever to sell, lease or encumber the Property or any interest therein to any person or entity other than Buyer.

**b. Bankruptcy, Etc.** Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor, to Seller's knowledge, has any such petition been filed against Seller; no general assignment of Seller's property has been made for the benefit of creditors, and no receiver, master, liquidator or trustee has been appointed for Seller or any of its Property.

**c. Litigation.** Seller has received no notice of, and there is not pending or to Seller's actual knowledge threatened, any actions, suits, proceedings, orders, administrative proceedings or investigations pending or to Seller's knowledge threatened against or affecting Seller or the Property, which might materially and adversely affect Seller's ability to execute or perform its obligations under this Agreement.

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**d. FIRPTA.** Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

**e. Good Standing and Due Authority.** Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligations enforceable against Seller in accordance with their terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Seller is subject.

**12.2 Buyer's Representation.** Buyer, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

**a. Good Standing.** Buyer is a Washington municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington.

**b. Due Authority.** Buyer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation under this Agreement and the transactions contemplated by this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and constitute the Buyer's legal, valid and binding obligations enforceable against Buyer in accordance with their terms. The consummation by Buyer of the purchase of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Buyer is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Buyer is subject.

**13. SURVIVAL.** The covenants, agreements, representations, warranties made in this Agreement, and the remedies and indemnities provided for in this Agreement, shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

**14. ENTIRE AGREEMENT.** This Agreement contains the entire integrated agreement of the Parties, including all of the covenants and conditions between the Parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of

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this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

**15. DEFAULT; REMEDIES.**

**15.1. Buyer's Remedies.** This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the Parties. Consequently, if Seller breaches or defaults under this Agreement, Buyer shall have, as its exclusive remedy, the right either to: (i) require specific performance of this Agreement; or (ii) terminate this Agreement.

**15.2. Seller's Remedies.** If Buyer fails, without legal excuse, to complete the purchase of the Property for any reason except failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, is entitled to damages in the amount of the Earnest Money paid by Buyer. Buyer and Seller intend that said amount constitutes liquidated damages and so as to avoid other costs and expenses to either party in connection with potential litigation on account of Buyer's default. Buyer and Seller believe said amount to be a fair estimate of actual damages.

**15.3. Impact of Termination.** At termination of this Agreement, neither Party shall have any further rights or obligations hereunder.

**15.4. Attorneys' Fees.** If either Party brings an action or other proceeding against the other Party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other Party, and in the event any judgment is obtained by the prevailing Party all such costs and attorneys' fees shall be included in the judgment.

**16. NOTICES.** All notices required to be given pursuant to the terms hereof are required to be in writing and shall be either delivered personally; deposited in the United States mail, certified mail, return receipt requested, postage prepaid; or sent by email so long as receipt is confirmed, and addressed to the addresses listed below with copies to the Parties listed after such address:

**BUYER**

City of Lake Forest Park  
17425 Ballinger Way NE  
Lake Forest Park, WA 98158  
Attn: City Administrator  
[phill@cityoflfp.gov](mailto:phill@cityoflfp.gov)

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**SELLER**

Marilyn Rose  
19001 40<sup>th</sup> Place NE.  
Lake Forest Park, WA 98155

The foregoing addresses may be changed by notice to the other Party as provided herein. Mailed notice properly given shall be deemed received two (2) days after deposit in the mail. At the request of either Party or the Escrow Holder, the Parties will confirm email transmitted signatures by signing an original document.

**17. PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**18. WAIVERS.** No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

**19. CONSTRUCTION.** Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a Business day, the action shall be taken on the next succeeding Business day.

**20. TIME.** Time is of the essence for every provision of this Agreement. As used in this Agreement, the term "Business Days" refers to Monday – Friday other than legal holidays in the state of Washington.

**21. FORCE MAJEURE.** Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party who is obligated to render performance (but excluding financial inability to perform, however caused). A Party desiring to assert force majeure is required to promptly notify the other Party of the event upon which the

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assertion will be based and thereafter provide the other Party with such information regarding the event and its duration as the other Party may reasonably request.

22. **SUCCESSORS.** Neither Party may assign this Agreement without the prior written consent of the other Party. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

23. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

24. **RECITALS AND EXHIBITS.** The Recitals and Exhibits are incorporated into this Agreement by this reference.

25. **COUNTERPARTS.** This Agreement may be signed in counterparts, any of which shall be deemed an original. An electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

26. **DATE OF MUTUAL ACCEPTANCE.** For the purposes of this Agreement, the date of mutual acceptance of this Agreement shall be the last date on which the parties to this Agreement have executed this Agreement as indicated below.

27. **EXPIRATION OF OFFER.** Seller shall have until 5:00 pm on August 8, 2024, to accept the Agreement as written, by delivering a signed copy thereof to Buyer. If Seller does not so deliver a signed copy within said period, this Agreement shall lapse and all right of the parties hereunder shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last date set forth below.

**SELLER:**

By: *Marilyn J. Rose*  
Name: Marilyn J. Rose  
Title: Seller  
Date: 8-15-2024


**BUYER: CITY OF LAKE FOREST PARK**

By: *Thomas French*  
Name: Mayor Thomas French  
Title: Mayor  
Date: 08/06/24

**EXHIBIT LIST**

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- A. Legal Description
- B. Permitted Exceptions

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**EXHIBIT A**

**Lots 34 and 35, Block 8, First Addition to Lake Forest Park, according to the plat thereof recorded in Volume 20 of Plats, page 82, records of King County, Washington.**

**Situate in the County of King, State of Washington.**



  
SWS  
TWF

**EXHIBIT B**

1. Restrictions, easements, dedications, notes and delineated matters contained on the face of the Plat of First Addition to Lake Forest Park, as recorded in Volume 20 of Plats, Page(s) 82, and any amendments thereto.

2. Covenants, conditions, easements and restrictions recorded under Recording Number 1014258, together with all amendments thereto, which may provide for association dues, fees and/or assessments, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal and any special assessments which may come due but omitting any such covenant or restriction based on race, color, religion, sex, familial status or national origin.

Note: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.

Affects Lot 35

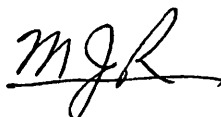
3. Covenants, conditions, easements and restrictions recorded under Recording Number 1061333, together with all amendments thereto, which may provide for association dues, fees and/or assessments, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal and any special assessments which may come due but omitting any such covenant or restriction based on race, color, religion, sex, familial status or national origin.

Note: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.

Affects Lot. 34

4. Easement granted to US West Communications, Inc., a corporation as more fully set forth in the instrument recorded June 4, 1992, as Instrument No. 9206041235.

Affects Lot 35



DATE  
TWF

ADDENDUM 1

The following Addendum 1 is an integral part of that REAL PROPERTY PURCHASE AND SALE AGREEMENT ("PSA") dated 8/6, 2024, between City of Lake Forest Park, a Washington State municipal corporation (the "City" and "Buyer") and Marilyn Jean Rose, a single woman, as her separate estate, ("Rose" and "Seller"), collectively referred to as the Parties.

The parties agree that this Addendum 1 modifies and amends the PSA as follows:

1. **Life Estate.** The Life Estate in paragraph 5. of the PSA is only in the portion of Lot 34 and Lot 35 that includes the 1943-era 2,180 square-foot one story single-family residence with a 550 square-foot carport built in 1943 with an addition in the 1960's; residential yard; and driveway.

2. **Property Taxes.** Paragraph number 5.1 of the PSA provides that during the Life Estate Rose will pay the taxes on the Property. Given that the City as owner of the Property will not pay real property taxes, Rose will pay any leasehold tax due during the term of her Life Estate. This Agreement is contingent on the Parties agreeing prior to Closing on the amount that Rose will pay for the leasehold tax. If this contingency is not satisfied, the P&S shall terminate, earnest money shall be refunded to Buyer, and neither Party will have any further obligation under the P&S.

3. **Insurance.** Seller does not agree to Paragraph 5.2 of the PSA, which provides the obligation of Seller for insurance during the Life Estate. The PSA is contingent on the Parties agreeing prior to closing on an acceptable insurance policy for Seller to carry during the Life Estate. Seller shall attempt in good faith to obtain a policy for the duration of the Life Estate on the full value of the Lot 35 (and lot 34) home, improvements, personal property, and personal liability similar to what Seller has right now, with Safeco Insurance company (current policy company). If this contingency is not satisfied, the PSA shall terminate, earnest money shall be refunded to Buyer, and neither Party will have any further obligation under the PSA.

4. **Sewer Lines and Costs.** Rose believes that she has paid a cost to the relevant sewer district (The City of Lake Forest Park) to hook up a sewer line to both tax parcels making up the Property, but she has never done or paid the actual additional costs to have the actual lines brought on to the Property. In the event that this Property is sold then the relevant sewer district (City of Lake Forest Park) may require that the Seller, Rose, pay for the installment of such sewer lines. The parties agree that any such requirement on Seller Rose, shall be transferred to the City and that Rose shall have no further financial responsibility for such.

5. **Termination of Life Estate and Tangible Personal Property.** In the event of the death of Rose, or in the event that she should relinquish her Life Estate (or by her attorney in fact), the Life Estate shall continue for an additional 6 months to provide time to Seller or her heirs to remove all tangible personal property from the Property. To the extent that tangible personal property remains on the Property under these terms, then Seller holds Buyer harmless for claims relating to such

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1adc/Real-est/ADDENDUM NO 1 8.15.2024 Rose-LFP



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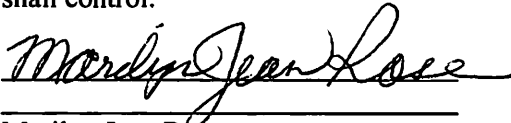
  
TWFF



personal property, and Seller (or successors) agrees to maintain the insurance that is agreed upon in paragraph 2. above for this 6-month period. Seller agrees that all personal property will be removed from the Property at the end of the 6-month period and any personal property remaining thereafter may be disposed of by Buyer.

6. **Offer Expiration.** That PSA paragraph 27 provided expiration of that offer on August 8, 2024 and the parties hereby agree that such paragraph no longer applies and the parties agree that this addendum keeps the PSA intact and part of this contract.

7. **Addendum Controls.** All other terms of the original PSA agreement shall be in full force and effect except to the extent as amended or added to by this Addendum. Where a conflict arises between this Addendum and the prior agreement and/or addendums, the terms of this Addendum shall control.

  
\_\_\_\_\_  
Marilyn Jean Rose  
Seller

DATED: 

  
\_\_\_\_\_  
Thomas W. French (Aug 16, 2024 08:32 PDT)  
City of Lake Forest Park  
Mayor: Thomas French

DATED: 16/08/24  
\_\_\_\_\_

  
\_\_\_\_\_  
TWF

Addendum No. 1  
1adc/Real-est/ADDENDUM NO 1 8.15.2024 Rose-LFP



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# Rose Signed PSA and Addendum 8-15-2024

Final Audit Report

2024-08-16

Created:	2024-08-16
By:	Matt McLean (mmclean@ci.lake-forest-park.wa.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfV1fRPF9uqV-H3_dC60u1aHZ-YBc6M2O

## "Rose Signed PSA and Addendum 8-15-2024" History

-  Document created by Matt McLean (mmclean@ci.lake-forest-park.wa.us)  
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-  Document emailed to Tom French (tfrench@cityoffp.gov) for signature  
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-  Email viewed by Tom French (tfrench@cityoffp.gov)  
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-  Signer Tom French (tfrench@cityoffp.gov) entered name at signing as Thomas W. French  
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