



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, April 24, 2025 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/87270367774>
Call into Webinar: 253-215-8782 | **Webinar ID:** 872 7036 7774

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

AMENDED

AGENDA

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

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

5. PROCLAMATIONS

- A. Recognizing April 20-26, 2025 as National Volunteer Week and Honoring Citizen Volunteers
- B. Recognizing May 4-10, 2025 as International Municipal Clerks Week
- C. Recognizing May 12-16, 2025 as Affordable Housing Week

6. PUBLIC HEARINGS

- A. Public Hearing on Resolution 25-2014 - Authorizing the Mayor to execute a recommendation to King County for the Hudson properties enrollment in the Public Benefit Rating System (PBRs) program.
 - Staff presentation
 - Questions from Council
 - Open the public hearing for comments (3 minutes per speaker)
 - Staff address questions that may have been presented during public comments and from the Council.
- B. Resolution 25-2014/Authorizing the Mayor to execute a recommendation to King County for the Hudson properties enrollment in the Public Benefit Rating System (PBRs) program.

7. CONSENT CALENDAR

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

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

- A. April 10, 2025 City Council Work Session Minutes
- B. April 10, 2025 City Council Regular Meeting Minutes
- C. April 17, 2025 Budget & Finance Committee Meeting Minutes
- D. City Expenditures for the Period Ending April 24, 2025

8. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

- A. Resolution 25-2015/Authorizing the Mayor to sign Amendment No. 3 to the Professional Services Contract Agreement AG 21-002 with Transportation Solutions, Inc. for the SR 104 / 40th Place NE Roundabout Project
- B. Resolution 25-2016/Authorizing the Mayor to Sign the Water Resource Inventory Area 8 (WRIA 8) Interlocal Agreement Renewal 2026-2035

9. COUNCIL DISCUSSION AND ACTION

- A. Administration authorization to purchase police and public works fleet vehicles and equipment in the 2025-2026 biennium.
- B. Continued discussion regarding Budget challenges

10. OTHER BUSINESS

- A. Electing a Vice Chair
- B. City Council Commissions and Board Liaisons Appointments
- C. Scheduling a Council Special Meeting

11. COUNCIL COMMITTEE REPORTS

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

12. ADJOURN

FUTURE SCHEDULE

- Thursday, May 8, 2025, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*

- Thursday, May 8, 2025, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

- Monday, May 12, 2025, 5:45 p.m. Joint City Council Meeting with Cities of Shoreline and Kenmore – *hybrid meeting (Shoreline City Hall and via Zoom)*

- Thursday, May 15, 2025, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting (City Hall and via Zoom)*
- Monday, May 19, 2025, 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, May 22, 2025, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*
- Monday, May 26, 2025 – Memorial Day, City Hall closed

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

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



PROCLAMATION

WHEREAS, millions of American volunteers give their time to help others, contributing over 30 million volunteer hours per year worth over \$635 million; and

WHEREAS, National Volunteer Week was established in 1974, and has grown exponentially each year, with thousands of volunteer projects and special events scheduled throughout the week; and

WHEREAS, the City of Lake Forest Park seeks to achieve strong community spirit through active civic participation; and

WHEREAS, there are many dedicated volunteers who serve the City on the Planning Commission, Tree Board, Climate Action Committee, Parks and Recreation Advisory Board, Civil Service Commission, and Salary Commission, helping make Lake Forest Park a more desirable place to live; and

WHEREAS, volunteers play an important role in determining the direction of the City now and in the future; and

WHEREAS, during this week, we call on all community members and organizations to help us thank, celebrate and recognize the contributions of all volunteers.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park proclaim April 20 to 26, 2025 as

NATIONAL VOLUNTEER WEEK

in Lake Forest Park as a time to **CELEBRATE OUR CITIZEN VOLUNTEERS** and recognize the crucial role played by volunteers in our community.

Signed this 24th day of April 2025

Thomas French, Mayor



PROCLAMATION

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk and recognize the vital services they perform and their exemplary dedication to the communities they represent.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim May 4 to May 10, 2025, as

PROFESSIONAL MUNICIPAL CLERKS WEEK

Signed this 24th day of April 2025

Thomas French, Mayor



PROCLAMATION

WHEREAS, all people should have access to safe, healthy, and affordable homes within communities that provide opportunity; and

WHEREAS, the US Department of Housing and Urban Development (HUD) defines affordable housing as “housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities”; and

WHEREAS, the Department of Commerce projects that, by 2044, King County needs nearly 200,000 net new housing units for households at or below 80% area median income; and

WHEREAS, studies have found that each \$100 increase in median rent results in a 15 percent increase in homelessness in metro areas and a 39 percent increase in homelessness in nearby suburbs and rural areas; and

WHEREAS, the COVID-19 pandemic exacerbated many existing financial constraints for low- and moderate-income households; and

WHEREAS, the CDC recognizes safe, healthy, and affordable housing within communities of opportunity as key social determinants of health; and

WHEREAS, everyone benefits from affordable housing, including the people who reside in these properties, their neighbors, businesses, employees, and the community as a whole; and

WHEREAS, united to raise public awareness, people, organizations, and communities throughout King County are participating in local Affordable Housing Week activities to elevate the critical need to create healthy communities with ample affordable housing; and

WHEREAS, the City of Lake Forest Park endorses the goals, objectives, and purposes of Affordable Housing Week, and in doing so, firmly recommits itself to ensuring that our community’s recovery from the crises at hand is equitable, and that all people in Lake Forest Park live with dignity in safe, healthy, and affordable homes.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim May 12 - 16, 2025, as

AFFORDABLE HOUSING WEEK

Signed this 24th day of April 2025

Thomas French, Mayor



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date April 24, 2025

Originating Department Community Development

Contact Person Mark Hofman, Community Development Director

Title Resolution 25-2014/Authorizing the Mayor to execute a recommendation to King County for the Hudson properties enrollment in the Public Benefit Rating System (PBRs) program.

Legislative History

- First Presentation: PBRs Program Overview (City and County Staff) – Committee of the Whole, March 24, 2025
- Public Hearing & Resolution Introduction – City Council Regular Meeting, April 24, 2025

Attachments:

1. Resolution 25-2014
2. Hudson PBRs application
3. Aerial Photo
4. King County staff report

Executive Summary

The Hudsons applied to the King County Department of Natural Resources to have two vacant lots and a portion of their adjacent homesite lot designated as protected land through the PBRs program. This program includes a point-based rating system to determine property qualifications for enrollment. Both the City and County must conduct a public hearing, and approval from both Councils is required for enrollment in the program. Ultimately, this action results in a property tax reduction and suspension of development rights while enrolled in the program.

Background

Richard and Margaret Hudson submitted a request for Classification and Real Property Assessment under Chapter 84.34 RCW to the King County Department of Natural Resources and Parks, Water and

Land Resources Division on April 24, 2023. The existing residence is located at 3021 NE 185 St. and the property includes two adjoining vacant parcels to the east. The three Hudson parcels total 1.45 acres and are identified as King County Assessor's Parcel Nos. 4023500120 (existing homesite), 4023500125 (vacant lot), and 4053500130 (vacant lot). A total area of 1.06 acres is recommended for inclusion in the PBRs, which encompasses the two vacant parcels and a small, forested section of the existing homesite parcel. Each parcel is zoned RS-10, Single Family Residential Moderate/High, allowing for a maximum density of 1 dwelling unit per 10,000 square feet.

The Washington State Open Space Taxation Act, Chapter 84.34 RCW and Chapter 458-30 WAC, establishes assessment practices that reflect the current use of property rather than the "highest and best use." This serves as an incentive for property owners to maintain large tracts of open space and to ensure public access to these areas. The Open Space Taxation Act enumerates three current use classifications: open space land, farm and agricultural land, and timber land. WAC 458-30-230 outlines factors for considering an application, noting that preserving a property's open space contributes to the general welfare by safeguarding historic and archaeological sites. The open space current use taxation program is implemented in King County through the Public Benefit Rating System, which utilizes a point system to evaluate properties.

King County's Water and Land Resources Division analyzed the request for a current use assessment and has recommended that a portion of the property be enrolled in the PBRs. Megan Kim from King County's PBRs program submitted a staff report to the City of Lake Forest Park, dated April 24, 2025, regarding the merits of the application and the area designated for reclassification, which has been provided for your information. The PBRs categories requested by the applicant and suggested by program staff include Urban Open Space, Watershed Protection, and Resource Protection.

Fiscal & Policy Implications

Participation in the PBRs lowers the appraised land value for the portion of the property enrolled in the program, leading to a decreased taxable value. The total tax imposed on the Hudson property in 2024 was reported as \$9,402 (combined) for the vacant parcels, and \$6,395 for the homesite parcel (KC Staff Report, p.2). With 15 qualifying points in the PBRs, the Hudson property would be eligible for a 60 percent reduction in the annual property taxes for the enrolled portion of the property (KC Staff Report, p.7).

According to current figures, and assuming the City receives eight percent of the property tax revenue, staff estimates that the City would receive approximately \$500 less in annual property tax revenues related to the Hudson property if a 60 percent reduction is applied to the two vacant parcels and a 0.02-acre portion of the homesite parcel (see aerial photo for the eligible portion of the property identified in the staff report).

The Assessor would continue to assess the ineligible (0.39 acre) portion of the property at market value.

Staff Recommendation

City staff recommends that the Council approve Hudson's request to enroll 1.06 acres of their total 1.45-acre property in the PBRs program and to forward this approval to King County.

RESOLUTION NO. 25-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, APPROVING THE PUBLIC BENEFIT RATING SYSTEM, CURRENT USE ASSESEMENT FOR THE HUDSON PROPERTIES IN LAKE FOREST PARK.

WHEREAS, Richard and Margaret Hudson applied to the King County Department of Natural Resources and Parks Water and Land Resources Division (King County) on April 24, 2023, for a current use assessment of their property located at 3021 NE 185 ST (parcel numbers 4023500120, 4023500125, and 4053500130) in the City of Lake Forest Park; and

WHEREAS, pursuant to the Open Space Taxation Act, Chapter 84.34 RCW and Chapter 458-30 WAC, provide for assessment practices to reflect current use of property, rather than “highest and best use,” as an incentive to property owners to retain large tracts of open space and to provide public access to open space; and

WHEREAS, pursuant to Chapter 458-30 WAC, this open space current use taxation program is implemented in King County through the Public Benefit Rating System (PBRs), which provides a point system to rate properties; and

WHEREAS, Chapter 458-30 WAC, directs that, after a public hearing, both the King County Council and the Lake Forest Park City Council shall consider and act upon an application for property in Lake Forest Park to be enrolled in the PBRs; and

WHEREAS, King County has provided a staff report (File Number E23CT001LF, dated April 24, 2025) (the King County Report) received by the City of Lake Forest Park evaluating said request for Property Enrollment in the Public Benefit Rating System (PBRs) and is recommending approval; and

WHEREAS, a public hearing on this application was held by the City of Lake Forest Park City Council on April 24, 2025; and

WHEREAS, the City Council desires to approve the Public Benefit Rating System, Current Use Assessment for the Hudson property subject to the requirements as recommended in the King County Report.

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

Section 1. AUTHORIZATION. The City Council approves the Public Benefit Rating System, current use assessment for the Hudson property subject to the conditions as recommended in the staff report from King County Department of Natural Resources and Parks Water and Land Resources Division dated April 24, 2025.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ___ day of April, 2025.

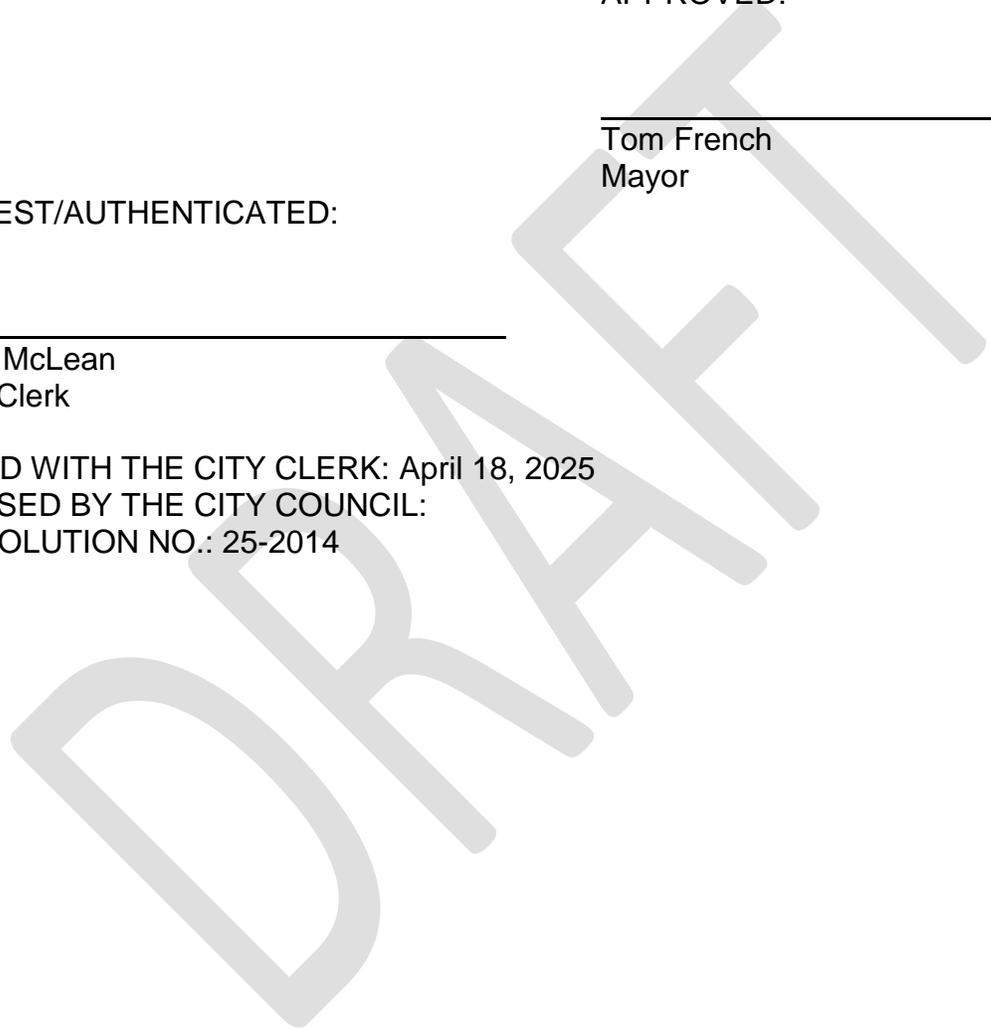
APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK: April 18, 2025
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2014



April 24, 2023

To: King County WLRD
PBRS Program
201 South Jackson St, Suite 600
Seattle WA 98104-3855

From: Richard and Margaret Hudson
3021 NE 185th St
Lake Forest Park WA 98155
Home Landline: 206-364-6881
Cell : 206-724-7083
Email: rbhudson@comcast.net

Enclosed please find: One copy of PBRS Program Application
One copy of Forest Stewardship Plan
Check payable to King County Office of Finance for \$480

PUBLIC BENEFIT RATING SYSTEM
Application

Open Space Land Classification For Property Within King County, Washington
In Accordance With RCW 84.34 and K.C.C. 20.36

Original Application AND 4 Copies of All Documents Must Be Submitted To:
 King County Water and Land Resources Division, Rural and Regional Services Section
 201 South Jackson Street, Suite 600, Seattle, WA 98104-3855

1. NAME of APPLICANT: Richard & Margaret Hudson
 Day Phone: 206.364.6881 ^{cell} Evening Phone: 206.724.7088 Email: rbhudson@comcast.net

2. MAILING ADDRESS of APPLICANT: 3021 NE 185th St
Lake Forest Park WA 98155

3. PROPERTY ADDRESS: _____

Is the property located in an incorporated city? Yes City: Lake Forest Park No _____
 From what road is the property accessed? NE 185th St.

4. PROPERTY HISTORY: Is the property presently participating in a current use assessment program (RCW 84.34 or RCW 84.33)? Yes _____ No

5. APPLICANT'S INTEREST in PROPERTY: Owner Yes No _____
 Purchasing through contract Yes _____ No
 Other _____ Explain _____

6. PARCEL NUMBER and ACREAGE:

<u>Tax Assessor Parcel #</u>	<u>Total Acres in Parcel</u>	<u>Acres Requested for PBRS</u>
a. <u>402350-0130-07</u>	<u>.51</u>	<u>.51</u>
b. <u>" -0125-04</u>	<u>.51</u>	<u>.51</u>
c. <u>" -0120-09</u>	_____	_____
TOTAL	_____	_____

County use only:
 Date Received _____ File NO. _____

AFFIRMATION

As owner(s) of the land described above, I hereby indicate by my signature that I am aware of the potential tax liability involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also declare under the penalties for false swearing that this application and any accompanying documents have been examined by me and to the best of my knowledge it is a true, correct, and complete statement.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Richard B. Hudson
Print Name

Richard B Hudson
Signature

Margaret L Hudson
Print Name

Margaret L Hudson
Signature

State of Washington
County of King



Subscribed and affirmed to before me this 24th day of April, 2023

Sylvia Deshayes
Notary's Signature

06-16-2024
My Appointment Expires

Statement Of Additional Tax, Interest, And Penalty Due Upon Removal Of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
 - (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
 - (b) Interest upon the amounts of the difference (a), paid at the same statutory rate charged on delinquent property taxes.

- (c) A penalty of 20% shall be applied to the additional tax if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal process, or except as a result of those conditions listed in (2) below.
2. The additional tax, interest, and penalty specified in (1) above shall not be imposed if removal resulted solely from:
- (a) Transfer to a government entity in exchange for other land located within the State of Washington.
 - (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.
 - (c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
 - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
 - (e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020.
 - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
 - (g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(e) (farm homesite).
 - (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
 - (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
 - (j) The creation, sale, or transfer of a fee interest or a conservation easement for the riparian open space program under RCW 76.09.040.
 - (k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on a death certificate is the date used.
 - (l) The discovery that the land was classified in error through no fault of the owner.

I. GENERAL

- A. Describe all present and proposed uses within the PBRs area (**participating area**). Uses might include enjoyment of paths/trails, bird watching, forestry, farm activities or simply staying out of the open space. Please attach additional sheets if necessary.

Path to encircle area for bird and animal watching, and for use of trail cams and to access invasive plant species for removal. Native vegetation and plant maintenance, cedar and grand fir transplants, Deer and small mammal habitat.

- B. Describe all existing improvements on the property (**excluded area**). This would include home, driveway, road, drainage system, well, yard, landscaping, garden and other personal-use areas. Please attach additional sheets if necessary.

- C. Describe all potential or planned improvements and where they might be located on the property. Excluding an area now that might be later developed, such as a future home site, should be considered, but is not required. Please attach additional sheets if necessary.

No structure improvements are planned.

- D. Is the land subject to lease or other agreements (such as CCR's, utility, natural or native growth protection, conservation, trail, or road easement) that may limit the property's use or development?

Yes _____ No

If "yes", then what type of lease/agreement/easement is it? _____

Please attach copies of all leases, options, easements or any other such agreements.

II. RESOURCE INVENTORY/PBRS Categories

Property may receive points as indicated for an open space resource or bonus category listed below. On page A-7, please provide justification for each category requested (refer to the *Public Benefit Rating System Resource Information* document found at www.kingcounty.gov/incentives).

Open Space Resources

- _____ 1. Public recreation area - 5 points
- _____ 2. Aquifer protection area - 5 points
- _____ 3. Buffer to public or current use classified land - 3 points
- _____ 4. Equestrian-pedestrian-bicycle trail linkage - 35 points
- _____ 5. Active trail linkage - 15 or 25 points
- _____ 6. Farm and agricultural conservation land - 5 points
- _____ 7. Forest stewardship land - 5 points
- _____ 8. Historic landmark or archaeological site: buffer to a designated site - 3 points
- _____ 9. Historic landmark or archaeological site: designated site - 5 points
- _____ 10. Historic landmark or archaeological site: eligible site - 3 points
- _____ 11. Rural open space - 5 points
- _____ 12. Rural stewardship land - 5 points
- _____ 13. Scenic resource, viewpoint or view corridor - 5 points
- _____ 14. Significant plant or ecological site - 5 points
- _____ 15. Significant wildlife or salmonid habitat - 5 points
- _____ 16. Special animal site - 3 points
- _____ 17. Surface water quality buffer - 5 points
- X 18. Urban open space - 5 points
- X 19. Watershed protection area - 5 points

 10 = total open space resource points

Bonus Categories

- X 1. Resource restoration - 5 points
- _____ 2. Additional surface water quality buffer - 3 or 5 points
- _____ 3. Contiguous parcels under separate ownership – minimal 2 points
- _____ 4. Conservation easement or historic easement - 15 points
- _____ 5. Public access – points depend on type and frequency of access allowed
 - _____ *Unlimited public access - 5 points*
 - _____ *Limited public access because of resource sensitivity - 5 points*
 - _____ *Environmental education access - 3 points*
 - _____ *Seasonally limited public access - 3 points*
 - _____ *None or members only - 0 points*
- _____ 6. Easement and access - 35 points

 5 = total bonus category points

 15 = **Total of open space resource and bonus category points results in a Public Benefit Rating (see valuation schedule on page A-6)**

If public access points are requested, please list the user group(s) presently allowed access to the property. For what purpose does the public use the property? Please attach documentation that supports this type of use, such as letters from user groups. **For a property to be eligible, the owner must demonstrate that the property is open to public access and is used by the public.**

No public access planned.

If proposing public access, describe how the land can be reached. Are there private or public roads to the site? Are there any restrictions, such as an easement or physical barriers, which would inhibit public access? Are there any specific restrictions you think are necessary, such as hours, seasons, activities?

III. Estimate of Percentage Reduction (for your information only)

Please remember county/city staff will review your application and an approval/decision will be made by the granting authority. When estimating the actual effect on your property's valuation and your tax bill, please remember your assessment as open-space/current use land will be calculated **only on the land value of the portion of the property enrolled.** *The property will still be assessed at "highest and best use" rates for the residence/improvements and for other non-enrolled open-space land.*

10 Open space resource points
5 Bonus category points
15 = Total of points, resulting in a Public Benefit Rating

VALUATION SCHEDULE

<u>Public Benefit Rating</u>	<u>Assessed Value Reduction</u>	<u>Current Use Value</u>
0 - 4 points	0 %	100 % of Market Value
5 - 10 points	50 %	50 % of Market Value
11 - 15 points	60 %	40 % of Market Value
16 - 20 points	70 %	30 % of Market Value
21 - 34 points	80 %	20 % of Market Value
35 - 52 points	90 %	10 % of Market Value

IV. RESOURCE CATEGORY JUSTIFICATION

In the space provided, please explain why credit should be awarded for each category marked on page A-5. If additional space is needed, please use a separate sheet of paper and attach it to back of the application.

Provides nearby residential properties owned by others with tranquil forest.
Steward the existing and newly planted native vegetation to support the native species of the region. Provide habitat for birds and mammals. Provide open space between residences and in the neighborhood for calming affect.
Prepared Forest Stewardship plan for long term maintenance.

Washington Forest Stewardship Plan

I. Cover Page

Landowner Information

Name: Richard and Margaret Hudson
Address: 3021 NE 185th St., Lake Forest Park, WA 98155
Phone: 206 364-6881
Email: rbhudson@comcast.net; mhudson@seattleu.edu

Property Information

Acreage: 1
County: King
Legal Description: Lots 24 and 25 Block 15 Lake Forest Park 2nd Addition
Parcel Number: 402350-0125 and 402350-0130 in King County, WA
Street Address or Location Description: just east of 3021 NE 185th St, Lake Forest Park, WA 98155

Plan Preparer

Name: Richard and Margaret Hudson
Address: 3021 NE 185th St., Lake Forest Park, WA 98155
Phone: 206 364-6881
Email: rbhudson@comcast.net; mhudson@seattleu.edu

Assisted By

Name: Michael Lasecki
Title: Senior Resource Specialist, Forest Stewardship
Affiliation: King Conservation District
Address: 800 SW 39th St, Suite 150, Renton, WA 98057
Phone: cell 425 529-4812; office 425 282-1928
Email: Michael.lasecki@kingcd.org

Plan Preparation Date: 2023



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II. Landowner Objectives

- A biologically diverse forest that is free of invasive species
- A healthy forest that provides habitat for wildlife
- Soil with a healthy population of microbes and with stability against erosion
- A serene place for us to enjoy
- A forest that is appreciated by the neighborhood

III. General Property Description and Overview

Richard and Margaret Hudson acquired this one-acre property in April, 1978. It had been undeveloped lots belonging to neighbors to the east. It is situated about a mile east of the northern end of Lake Washington in the City of Lake Forest Park, in Section 9, Township 026N, Range 004E, in King County, Washington. The property is listed with King County as parcel 402350-0125 (the western half) and parcel 402350-0130 (the eastern half). The legal description is as Lake Forest Park 2nd Addition Plat Block 15, Plat Lots 24 and 25.

Access is from NE 185th Street on the north, or along the western edge of the forest where it abuts the lot with our house on it. The eastern and southern edges of the forest property are fenced and abut neighbors' property with houses. A private street dead-ends near the southeast corner of the forested property.

The property is 150' east-west by 300' north-south. The elevation is about 180' above sea level. There is a slight upward slope of about 20' from west to east. There are no views from the property. There is no flowing water on the property.

This area, like many in King County, was heavily logged in the late 19th and early 20th centuries. There are a few old stumps that have springboard notches in them. There has been no logging since at least 1975, when we moved into the neighborhood. The predominant trees are Douglas-fir, with smaller western redcedar, big-leaf maple, and western hemlock. There is one large western white pine. Western dogwood, vine maple, osoberry, serviceberry, holly, and cherry laurel are scattered in the forest. The main understory shrubs and plants include western sword fern, western bracken fern, salal, starflower, evergreen violet, snowberry, Himalayan blackberry, dewberry, *Vinca*, and ivy. Over a period of several years, we have been removing Himalayan blackberry, holly, and ivy.

The climate is temperate. Lake Forest Park averages 37 inches of rain per year, along with 4 inches of snow. On average, there are 154 sunny days per year, and 162 days per year when

some kind of precipitation occurs. The highest temperatures occur in July and August, reaching the high 70s to mid-80s, but in a rare heat dome event in the western United States in June 2021, it reached 102F at our property. The average winter low, in January and February, is 35-36 F. Most of the precipitation for the year occurs in fall, winter, and spring, and the summer is dry, with only about 3 inches of rain falling between June and September. The wettest months are January and November, with an average of 6.9 inches of rain in each of those months.

Forest Stands on the Property

We are considering the entirety of the property to be one forest stand, which developed as unmanaged second growth, predominantly Douglas-fir, with western red cedar coming in underneath, after logging.

IV. Resource Categories

Resource Category 1: Forest Health/Wildfire/Invasive Species

A. Current resource conditions, issues, needs, and opportunities

Overview

The current condition of the forested property is good. Two of our largest (44" and 48" in diameter) Douglas-firs (*Pseudotsuga menziesii*) have split tops, which suggests that they were damaged by a shortage of water, by frost, or by wind in the past.

Insects and diseases

We have seen no evidence of insect or disease damage, although we have heard from neighbors that Douglas-fir root rot is in the neighborhood, and we have some concern about our one large Western white pine (*Pinus monticola*) in case there is any blister rust that could be working on it. When our forester visited in June 2022, he said there was no evidence of disease in our forest, so we will continue to monitor for it.

Fire

There is no fire damage visible in the forest. The most probable causes of wildfire would be lightning, outdoor burning that gets out of control, or fireworks. Although fireworks are banned in Lake Forest Park, people still set them off around the 4th of July, and we keep an eye out for the forest especially then, when things are dry. Fire protection is provided by the Northshore Fire Department, approximately one mile away. Entry for fire control would be from NE 185th St. There is a hydrant at the corner of NE 185th St and 30th Ave NE.

Environmental Factors

The property has a slight upward slope (about 20 feet). The main concern about possible wind damage would arise if property owners to the east or south cut down some of their trees near the property line, which would expose our trees to more direct wind. The City of Lake Forest Park requires people to apply for a permit to cut down a tree of much size, and both a good

reason and a plan to restore canopy must be presented, so that discourages removal of healthy trees in the city. However, we have the most control over the property we own.

Animal Damage Potential

We have seen little damage caused by Blacktail Deer in our forest. They ate some native foamflower (*Tiarella trifoliata*) plants that we had transplanted into the forest, but they also have grazed a good deal of ivy (*Hedera helix*) and cherry laurel (*Prunus laurocerasus*), which is helpful to us. We are inclined to leave them some cherry laurel to eat so that they will be less likely to eat our rose bushes and raspberries in the yard.

Invasive Species

The most predominant and concerning invasive species are English holly (*Ilex aquifolium*) and English ivy (*Hedera helix*), which are scattered throughout the property. We will continue to remove them. Near NE 185th St, some weeds have moved in, and we will also work to eliminate them. There is a little Himalayan blackberry (*Rubus bifrons*) and horse chestnut (*Aesculus hippocastanum*), which we will also continue to remove. Near the western edge of the forest, we are regularly pulling out herb-Robert (*Geranium robertianum*). Near the south border of our forest, the visiting forester pointed out a patch of yellow archangel (*Lamium galeobdolon*), which we immediately worked to remove and are monitoring the area for recurrences. There is a good deal of *Vinca minor* in the western part of the forest, and although we will work to remove it, too, our priorities are ivy, holly, and blackberry.

B. Management practices to protect, enhance, or restore these resources:

While removing ivy and holly over the past few years, we built a trail system that allows us to enjoy walks through our property, observe the health of the forest, and more easily access invasive plants and remove them. It has been very rewarding to find evergreen violet (*Viola sempervirens*) growing in some areas after removal of ivy. In the interim we will continue to monitor the stands to determine the measures needed to meet our objectives. We plan to maintain this trail system, while continuing to enjoy our forest. We have placed a bench alongside the trail, to enhance our ability to relax and enjoy the space.

As branches have broken and fallen from the big trees, we at first were cutting up many of them and removing them from the forest, but on the advice of the visiting forester, we are now building habitat piles or spreading branches on the ground so they will break down more quickly and contribute to the soil.

Our top priority is the continued removal of holly trees and ivy vines, monitoring attempts by these invasive species to reestablish themselves. Small seedlings will be hand-pulled, making sure to remove all the roots. Larger holly plants will be cut and the cut stems immediately treated with triclopyr and monitored for any regrowth, as we have been doing for several years.

Himalayan blackberry will also be removed, although there is not as much of it as holly and ivy. The property will be continuously monitored for new plants, which will be hand-pulled when practical.

We plan to keep track of nesting season for birds in our forest and avoid cutting down holly and pulling out ivy while they are nesting. The juncos and hummingbirds are especially good about reminding us when and where they are nesting.

We are enjoying planting some native understory plants such as deer fern (*Struthiopteris spicant*), *Vancouveria hexandra*, snowberry (*Symphoricarpos albus*), and a variety of woodland plants from the saxifrage family, as space becomes available after pulling out ivy and herb-Robert and removing holly. We plan to transplant native plants that come up in our trail system, to areas of the forest where we have removed ivy and holly.

Resource Category 2: Soils

A. Current resource conditions, issues, needs, and opportunities

Our property is in the Puget Trough, at about 180 feet in elevation. The average annual precipitation is 30 to 40 inches. The mean annual air temperature is 49 to 52 degrees F, and the frost-free period is 180 to 240 days. The soil is a complex of types, with 40 per cent Alderwood, 30 per cent Everett, 20 per cent Urban land, and 10 per cent minor components. The parent material is glacial till, and the soil is for the most part very gravelly sandy loam. In our forest, there is a thin layer of slightly decomposed plant matter at the surface, underlain by sandy soil with small rocks. When we pull out weeds and invasive species, they generally come out easily, reflecting the sandy nature of the soil. When we have dug in the soil in our forest to plant native species, we have encountered a very dense, yellow, compacted layer at about 20 to 30 inches down. This dense material can restrict water movement in the wet winter, and hinder root growth to deeper levels. In other respects, the soil is well drained, and we never have seen flooding or ponding, even after very heavy rains. The available water supply in the soil is low, and it can become very dry in the summer, limiting plant growth. This could be particularly challenging to survival of seedlings.

The potential for damage to soil by fire is low. Our soil rating is "somewhat limited" for paths and trails, due to dust. There is moderate hazard of erosion on trails where there are slopes. If we were interested in growing trees as a crop to be harvested at intervals, the forestland site preparation rating is good, and the limitations appear to be only in the low strength of the sandy soil which might allow rutting. However, we have no plans to engage in harvesting trees and growing additional crops of them.

B. Any management practices which the owner plans to protect, enhance, or restore these resources

The soils are very compatible with the objectives of this plan. They are not prime farmland, but they are quite appropriate for forest growth. Soils in the Alderwood series support natural

vegetation of Douglas-fir, western redcedar, western hemlock, and red alder, with understory of Oregon grape, western brackenfern, western swordfern, and red huckleberry. All of those plants, except for the alder, are currently found in our forest, and we plan to keep them and keep them healthy. We plan to supply water by hand in the dry season for transplanted native species we are bringing in to replace the invasive ivy and holly we are removing. As we plant native species, we are including about 1/3 compost, to improve the water-holding capacity of the soil and provide nutrients from slow decomposition. We plan to place and maintain our trails so that there is gradual slope, as much as possible, both to avoid erosion, and to make it easy for people of all abilities to walk around and enjoy the forest.

Resource Category 3: Water Quality/Riparian & Fish Habitat/Wetlands

There are no springs, riparian, or wetland areas on our property. However, we will avoid using chemical products that could seep into the water table. We also will try to minimize the likelihood of rain-caused erosion on sloping areas by laying down fallen branches to decompose where we have pulled out ivy and removed holly.

Resource Category 4: Forest Inventory/Timber/Wood Products

A. Current resource conditions, issues, needs, and opportunities

Our forest consists of one stand. It is second growth, predominantly Douglas-fir, which make up over 80% of the trees over 4" in diameter. The Douglas-firs appear to be 60 to 90 years old, as based on three core samples and the history of our area. Most of them are 140 – 150 feet tall. There are a few Western hemlock trees of about the same age as the Douglas-firs, but most are shorter and misshapen, having been cut back by powerline maintenance crews at the north border of the forest. Growing up under the Douglas-firs are Western redcedars, big leaf maples, and quaking aspens ranging between 20 and 65 feet in height. There are a few western dogwoods and three small cascaras. There is one large Western white pine near the eastern edge of the property. One small ornamental magnolia is near the northern edge. There are a few cherry laurels scattered throughout. We have carried out DBH measurements in four 1/20-acre plots set up in our acre of forest. The Douglas-fir trees in the plots range in DBH from 6.7 to 36.9 inches. We also measured two large ones in the southern part of the forest: they have a DBH of 46.2 inches and 48.4 inches. Forest health is good, with good crown growth, varying sizes, and established understory.

In the table for understory, following, we estimated % cover at 17 locations viewed from our trail. Because we have been pulling out ivy and removing holly, some areas that were previously covered thickly with holly and ivy now have little understory growth, and other areas still have thick ivy yet to be pulled. There is also some non-native *Vinca minor* in the western part of the forest.

Trees		Understory as % cover	
Douglas-fir	84%	Native plants	50%
Western hemlock	5%	Invasive non-natives	14%
Western redcedar	5%	Unvegetated ground	36%
Big leaf maple	3%	Native blackberry	1%
Quaking aspen	3%		

Native trees

Douglas-fir = *Pseudotsuga menziesii*
 Western hemlock = *Tsuga heterophylla*
 Western redcedar = *Thuja plicata*
 Big leaf maple = *Acer macrophyllum*
 Quaking aspen = *Populus tremuloides*

Major native understory plants

Low Oregon grape = *Mahonia nervosa* (26%)
 Salal = *Gaultheria shallon* (14%)
 Western swordfern = *Polystichum munitum* (9%)
 Native blackberry = ours is *Rubus ursinus* (1%)

Major invasive understory plants

English ivy = *Hedera helix*
 Holly = *Ilex aquifolium*

B. Management practices to protect, enhance, or restore resources

Our objectives do not include growing or harvesting trees for commercial purposes. Our focus is primarily on maintaining the health of the forest, encouraging and coexisting with native animals, removing weedy and invasive plants, and replacing some of them with native plants. We plan to transplant native plants that are growing in the paths into some of the bare-looking places where we have removed ivy and holly. When branches fall, we are also making some habitat piles and putting other fallen branches in contact with unvegetated ground to promote decomposition.

Resource Category 5: Property Access

Current Conditions

Our property has a gate opening on NE 185th St, from the NW edge of the property. The western edge of the property joins the lot with our house on it and is unfenced. There are no roads within the property. One footpath makes a circle near the perimeter of the property and intersects with another footpath that is oriented east-west across the approximate center of the property.

Management Practices

We plan to maintain existing trails so that we can enjoy the forest and monitor forest health.

Resource Category 6: Wildlife

A. Current resource conditions, issues, needs, and opportunities

Having been logged in the early 20th century, our property exhibits middle stages of forest development: stem exclusion and understory re-initiation, with western redcedar and big-leaf maple growing up under sizeable Douglas-firs. Habitat in the understory re-initiation consists primarily of salal, Oregon grape, western sword fern, English ivy, holly, *Vinca minor*, mosses, and serviceberry, which grow amid some fallen trees that provide shelter to wildlife. There are a few snags throughout the property, several of which near the street having been created by the powerline crews.

We live along the western edge of our property. We maintain bird feeders and a bird bath near the house, and keep our cats indoors, so we have had numerous opportunities to see wildlife. We have seen blacktail deer, Douglas and eastern gray squirrels, rabbits, bats, bumblebees, pileated woodpeckers, hairy woodpeckers, downy woodpeckers, band-tailed pigeons, pine siskins, dark-eyed juncos, black-capped and chestnut-backed chickadees, red-breasted nuthatches, wrens, spotted towhees, Anna's hummingbirds, flickers, crows, ravens, and occasionally varied thrushes. We've also heard barred owls and coyotes, but have seen the owls only recently, when two fledglings and a parent perched and explored in the forest near our back door. There are no streams on the property.

B. Management practices to protect, enhance, or restore resources

We plan to continue to remove invasive ivy, holly, and horse chestnut trees, and to plant native understory plants such as deer fern, western sword fern, *Vancouveria*, evergreen huckleberry, and members of the Saxifrage family that typically grow in forests in the Northwest.

As we have removed ivy and holly, we have built a rough trail system that we have seen used by deer, rabbits, and varied thrushes, besides ourselves.

We have started to construct habitat piles and hope they will encourage small animals.

We want to learn more about bats and consider installing bat houses.

We have seen only one bird nest in our woods and are not sure what we might do to enhance nesting opportunities. We have put up two bird houses, but we have not seen them used.

Resource Category 7: Protection of Special Resources and Biodiversity

An analysis completed by the Washington Department of Natural Resources (DNR) in 2022 determined that no threatened or endangered species or cultural or historical resources are known to exist on the property. This property is not considered a forest of recognized importance (FORI). The habitat features on our property help support biodiversity. The DNR (2023) does note the

status of the little brown bat, *Myotis lucifugus*, as “sensitive” in our general area, including in our forest. We have seen bats in the summer flying over our front yard, adjacent to the forest, but have seen them less often in recent years than when we first came to the neighborhood in 1974. Since little brown bats are reported to use bat houses, we would like to provide some, but will need to take advantage of our limited sun exposure to give them the best house locations.

Having different forest development stages represented on the landscape is important for biodiversity. Our property has two: stem exclusion, and understory reinitiation. Providing habitat piles as we are doing now (rather than removing fallen branches) will allow more varied choices for small animals. Leaving fallen logs and branches also provides habitat for interesting fungi that help in decomposition. Continuing to remove ivy and replacing with native plants such as Oregon grape, evergreen violet, serviceberry, and salal, which we know already grow well in our forest, and trying out others that may grow well, such as wild ginger (*Asarum caudatum*), Vanilla leaf (*Achlys triphylla*), mock orange (*Philadelphus lewisii*), and various members of the saxifrage family, can help increase diversity, provide more food for small animals, as well as pollen and nectar for native bees.

Resource Category 8: Aesthetics and Recreation

A. Current resource conditions, issues, needs, and opportunities

We came to live in this area because it was wooded, beautiful, and quiet. As we saw land around us being cleared of trees to build more houses, we wanted to keep more of the forest community for ourselves and our neighbors to enjoy. We purchased these two parcels from our neighbors so that we could take care of the forest and enjoy its seasons. It has been a joy to have so many birds and other animals visit the forest, and to see the seasonal changes in the plants and fungi that live there. There is, unfortunately, a good deal of ivy and holly that we must work hard to remove, but as we have removed them, we have developed a trail system around and across the property and placed a bench where we can relax and enjoy the sights and sounds. The trail system makes it easier to reach areas where more clearing of ivy and holly need to be done, and where we can appreciate the native plants that have grown up in areas where the invasive species have been removed. When branches or trees fall, they can block trails, damage other plants, or hit powerlines that run along NE 185th St. We are concerned to be good neighbors and are glad that our neighbors appreciate the forest.

B. Management practices which the owner plans to protect, enhance, or restore these resources

We would like to maintain our current trail system so that it is easy to walk around and across the property to enjoy the space. We have begun using fallen branches to construct habitat piles, in the hope that these will welcome small forest animals. We plan to maintain the trails using wood chips produced as much as possible from fallen branches and trees on the property. As we have been removing invasive species, we are allowing native plants to grow again from

stocks that are still present. We are also planting some native species such as ferns, *Vancouveria*, and woodland members of the saxifrage family, as well as a few small western redcedar and grand fir plants that have grown from seeds of trees on the property. We look forward to continuing to invite our neighbors to walk through the forest with us and to enjoy the animals and plants we support in the forest.

Resource Category 9: Carbon Sequestration & Resilience to Climate/Weather-Related Influences

Considerations: Reforestation, land conversion, fire/burning, weather stress, stand vigor, etc.

A. Current resource conditions, issues, needs, and opportunities

Climate change is a serious threat worldwide. We can help reduce the rate of climate change by encouraging plant vigor and diversity. Maintaining a diversity of tree species protects the forest against different stressors, since different species have different levels of drought tolerance, wind resistance, and susceptibility to insects and diseases. Our forest shows the expected pattern of second growth in this region: predominantly large, initially rapidly-growing but shade-intolerant Douglas-firs forming the canopy, with more shade-tolerant trees such as Western redcedars and big leaf maples growing up underneath.

Forests mitigate climate change by removing carbon dioxide, a key “greenhouse gas,” from the atmosphere. As trees and green shrubs and herbs photosynthesize, they take in carbon dioxide from the atmosphere and store that carbon in organic matter that makes up their wood and other tissues. This is known as carbon sequestration. Maintaining tree vigor and strong growth, as well as encouraging the growth of vigorous native understory plants, will maximize carbon sequestration. Snags, downed logs, and organic matter also provide long-term carbon storage.

The current species mix on our property does not provide much diversity, but in our region, where much forest has been replaced by houses, our acre of forest is becoming a rarer resource for the community.

B. Any management practices which the owner plans to protect, enhance, or restore these resources

The structure of our forest is good, and we do not plan to carry out any thinning. We plan to continue to remove ivy and holly, and in the spaces thus opened up on the forest floor, to build habitat piles, spread out fallen limbs in contact with the soil, and transplant native species of plants we hope will do well and somewhat increase the variety in the understory.

Resource Category 10: Specialized Forest Products (Optional)

We do not intend to manage our forest for any commercial purpose. Berries will be left for wildlife. We do not intend to remove plant material except for invasive species. We also plan to pick up a small number of fallen branches of native trees, about what would 2/3 fill a 30-gallon trash bag, once a year for altar decorations for our church at Christmas.

V. Conservation Based Estate/Legacy Planning

Our forest is going to outlive us. It is important to us that our property be maintained as forest for the long term. We must plan ahead so that our forest remains as healthy forest in our neighborhood. We do not have children or other younger heirs, so our estate planning needs to include legal arrangements for transfer of our forest to a land trust, to the city, or other group with interest in keeping the forest intact. We will check with the local land trust to find out about conservation easements that would ensure that our property can never be developed. King County's Public Benefit Rating System (PBRs) offers an incentive to preserve open space on private property by providing a tax reduction. We believe our property could qualify for this program, confirming our intent to preserve the forest. We will also look out for other landowners who have gone through some of these processes to ask them about their experiences.

VI. Additional Information and Resources (Optional)

Not applicable.

VII. Management Plan Implementation Timetable

<p>Below are the stewardship management activities that we hope to implement in the next twenty years.</p>	
<p>Year</p>	<p>Management practice or activity</p>
<p>2023</p>	<p>Apply for King County Open Space Land Classification through Public Benefit Rating System (PBRs). Continue holly and ivy eradication and building of habitat piles; evaluate yellow archangel for regrowth and remove; place a bat house</p>
<p>2024</p>	<p>Do upkeep on walking trails; continue holly and ivy eradication; monitor bird nesting and use of bat house and add more bat houses if appropriate. Investigate possibilities of Land Trust and City of Lake Forest Park involvement with our forest.</p>
<p>2025</p>	<p>Continue holly and ivy eradication; plant native understory plants in areas cleared of ivy and holly if natural repopulation has not occurred and provide water during their first year</p>
<p>2026</p>	<p>Continue holly and ivy eradication; build more habitat piles and plant native understory plants in areas cleared of ivy and holly</p>

2027	Continue holly and ivy eradication; repeat tree height and DBH measurements in established plots (every 5 years)
2028 - 2043	Continue monitoring and maintaining property
2033	Update forest stewardship plan
2043	Update forest stewardship plan

VIII. Aerial Photo(s)/Property Map(s)

We attach copies of the following maps:

1. Hudson Property Aerial Photo Map (includes the two parcels in our forest as well as the western, less deep parcel with our house and garage).
2. Hudson Parcel Soil Series Map
3. Hudson Parcel Resource Map
4. Priority Habitats and Species on the Web

IX. Landowner Signature(s)

I/we approve of the contents of this plan and intend to implement the described management activities to best of my/our ability and to manage the property in a manner consistent with applicable regulatory requirements.

Richard B. Hedson 4-19-23
Landowner Signature Date

Margaret L. Hedson 4-20-23
Landowner Signature Date

X. Plan Signatures

DNR FOREST STEWARDSHIP PLAN APPROVAL (IF APPLICABLE)

This plan meets the requirements for a Forest Stewardship Plan.

Michael Lasecki 3/6/2023
WA State Department of Natural Resources Authorized Representative Date

Michael Lasecki
Print Name

Senior Resource Specialist - Forest Stewardship
Title

King Conservation District 800 SW 39th St, Suite 150, Renton, WA 98057
Address

425-529-4812
Phone

michael.lasecki@kingcd.org
E-mail



Legend

 Property Boundary

King County Planning Department, King County



Hudson Property Aerial Photo Map

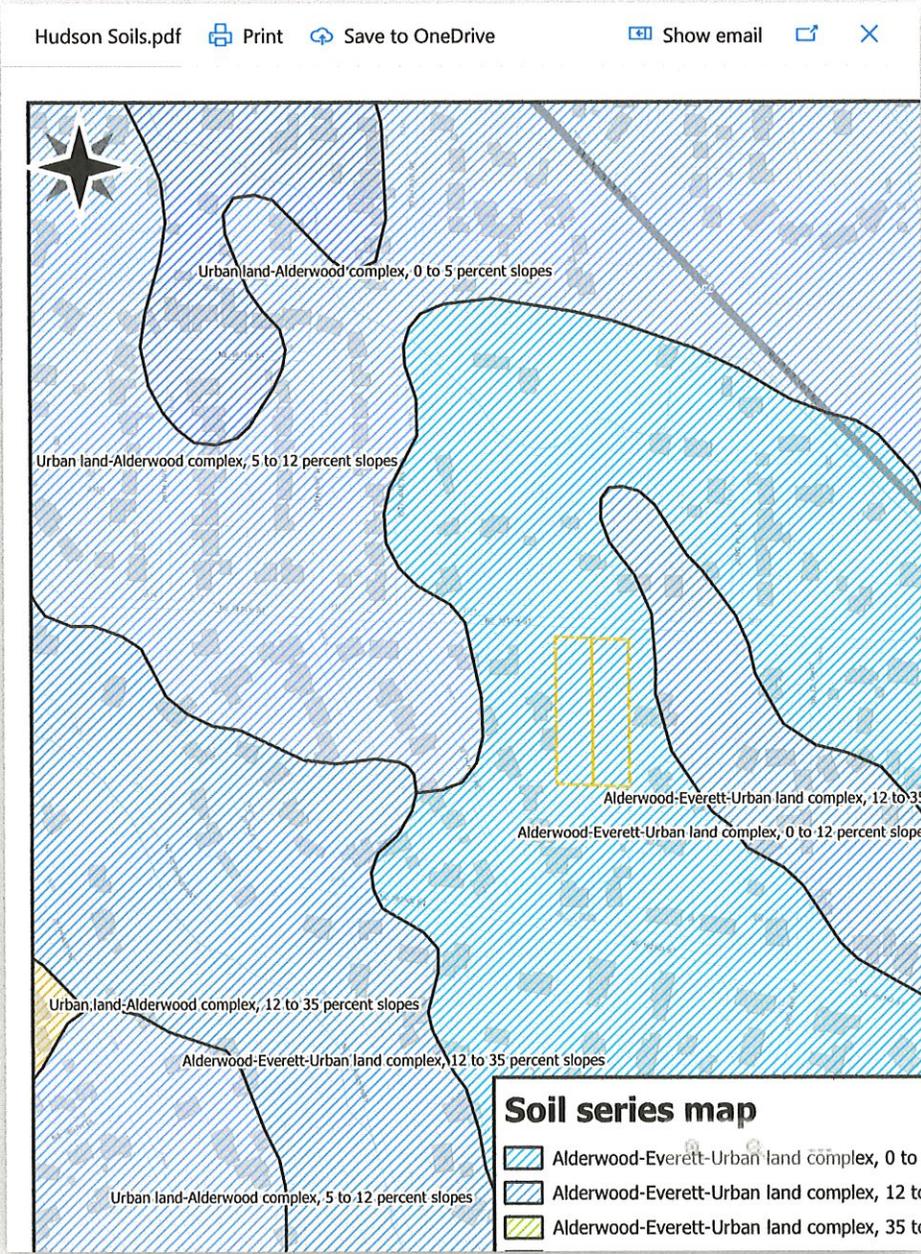


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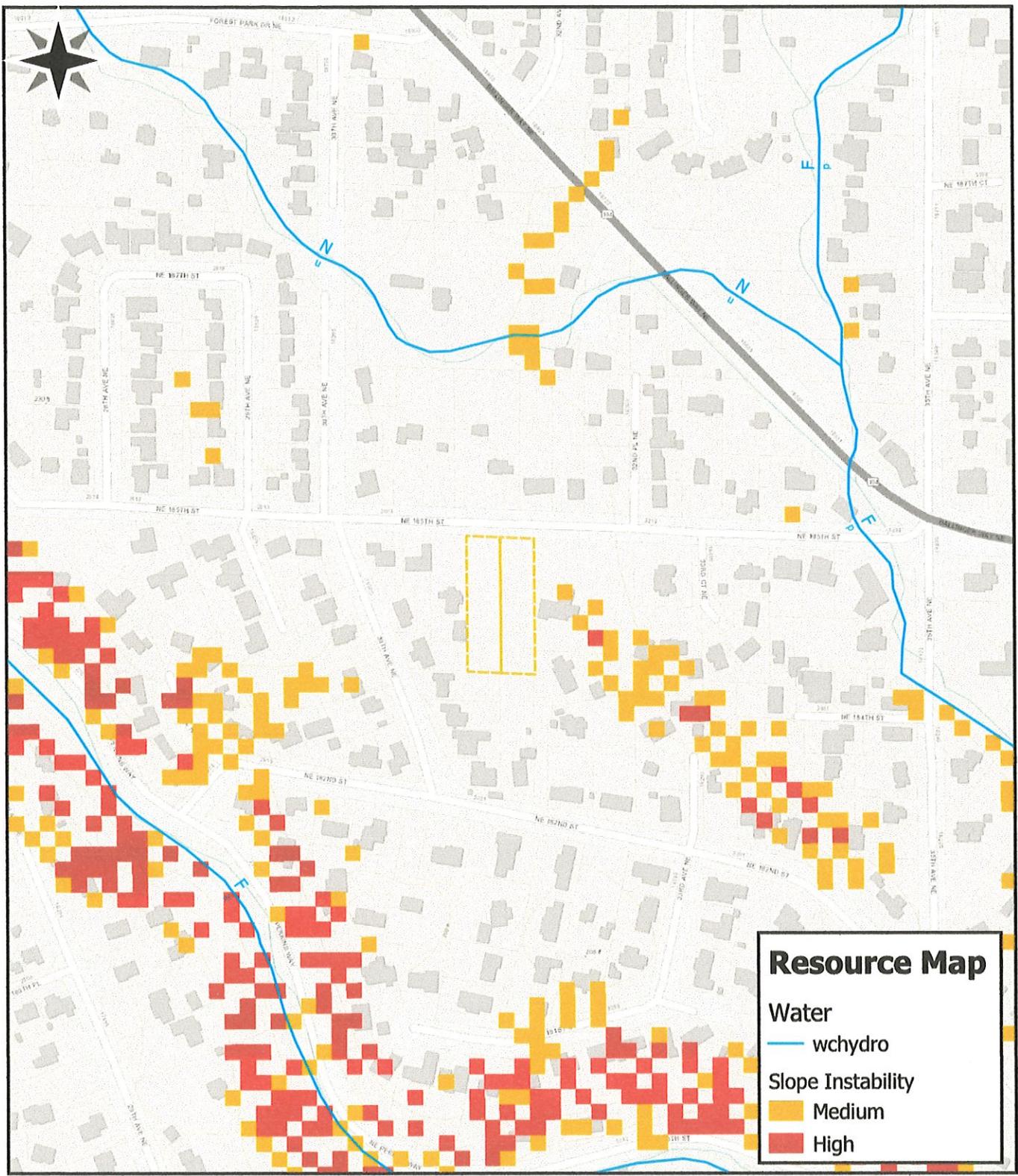
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KCD Planner, Mike Lacey
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July 28, 2022

Section 6, Item B.



Section 6, Item B.

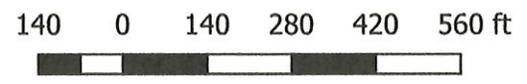


Resource Map

Water
 — wchydro

Slope Instability
 ■ Medium
 ■ High

Property: Hudson_Parcel



Note: Some alignment shifting may take place, due to county data projections.

2021 aerial photo

Section 6, Item B.

0.19 acres

4023500120

4023500125

4023500130

**KING COUNTY
DEPARTMENT OF NATURAL RESOURCES AND PARKS
WATER AND LAND RESOURCES DIVISION**

**Report to the City of Lake Forest Park for
Property Enrollment in the Public Benefit Rating System (PBRS)**

April 24, 2025

APPLICANTS: Richard and Margaret Hudson File No. E23CT001LF

A. GENERAL INFORMATION:

1. Owner: Richard and Margaret Hudson
3021 NE 185th Street
Lake Forest Park, WA 98155

2. Property location: 3021 NE 185th Street
Lake Forest Park, WA 98155

3. Zoning: RS10000

4. STR: NE-09-26-04

5. PBRS categories requested by applicant and *suggested by program staff*:

Open space resources

- *Urban open space
- *Watershed protection area

Bonus categories

- *Resource restoration
- ***Conservation easement or historic easement*

NOTE: *Staff recommends credit be awarded for these PBRS categories.
**Award of this category is also possible but will be dependent upon specific category requirements being met (see resource category discussion under Section E beginning on page 6).

Enrollment in PBRS for property within an incorporated area requires approval by impacted granting authorities following public hearing(s). For this application, the granting authorities are the King County Council and the City of Lake Forest Park. The King County hearing was on November 29, 2023.

6. Parcel:	402350-0130	402350-0125	402350-0120
Total acreage:	0.52	0.52	0.41
Requested PBRS:	0.51	0.51	None specified
Home site/excluded area:	0.00	0.00	0.39
Recommended PBRS:	0.52	0.52	0.02

NOTE: The portion recommended for enrollment in PBRS is the entire property less the excluded areas as measured. The attached 2021 aerial photo outlines the parcels in yellow and the areas proposed to be excluded from PBRS in blue. The portion recommended for enrollment in PBRS (1.06 acres) is the entire property (1.45 acres) less the excluded areas as measured (0.39 acres). In the event the Assessor’s official parcel size is revised, PBRS acreage should be administratively adjusted to reflect that change.

B. FACTS:

1. Zoning in the vicinity: Properties in the vicinity are zoned RS10000.
2. Development of the subject property and resource characteristics of open space area: The property is used as a single-family residence, driveway, detached garage, and lawn. The open space is a mixture of coniferous and deciduous trees and native understory with small areas impacted by invasive species.
3. Site use: The property is used as a single-family residence.
4. Access: The property is accessed from NE 185th Street.
5. Appraised value for 2024 (based on Assessor’s information dated 3/28/2025):

<u>Parcel #402350-0130</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	\$514,000	\$0	\$514,000
Tax applied	\$4,701	\$0	\$4,701
<u>Parcel #402350-0125</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	\$514,000	\$0	\$514,000
Tax applied	\$4,701	\$0	\$4,701
<u>Parcel #402350-0120</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	\$475,000	\$222,000	\$697,000
Tax applied	\$4,358	\$2,037	\$6,395

NOTE: Participation in PBRS reduces the **appraised land value** for the **portion** of the property enrolled resulting in a lower taxable value.

**C. REQUIREMENTS SPECIFIED BY KING COUNTY CODE (KCC):
KCC 20.36.010 Purpose and intent.**

It is in the best interest of the county to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social wellbeing of the county and its citizens.

It is the intent of this chapter to implement RCW Chapter 84.34, as amended, by establishing procedures, rules and fees for the consideration of applications for public benefit rating system assessed valuation on "open space land" and for current use assessment on "farm and agricultural land" and "timber land" as those lands are defined in RCW 84.34.020. The provisions of RCW chapter 84.34, and the regulations adopted thereunder shall govern the matters not expressly covered in this chapter.

KCC 20.36.100 Public benefit rating system for open space land – definitions and eligibility.

- A. To be eligible for open space classification under the public benefit rating system, property must contain one or more qualifying open space resources and have at least five points as determined under this section. The department will review each application and recommend award of credit for current use of property that is the subject of the application. In making such recommendation, the department will utilize the point system described in section B. and C. below.

- B. The following open space resources are each eligible for the points indicated:
 - 1. Active trail linkage – fifteen or twenty-five points
 - 2. Aquifer protection area – five points
 - 3. Buffer to public or current use classified land – three points
 - 4. Ecological enhancement land – eighteen points
 - 5. Equestrian-pedestrian-bicycle trail linkage – thirty-five points
 - 6. Farm and agricultural conservation land – five points
 - 7. Forest stewardship land – five points
 - 8. Historic landmark or archaeological site: buffer to a designated site – three points
 - 9. Historic landmark or archaeological site: designated site – five points
 - 10. Historic landmark or archaeological site: eligible site – three points
 - 11. Public recreation area – five points
 - 12. Rural open space – five points
 - 13. Rural stewardship land – five points
 - 14. Scenic resource, viewpoint, or view corridor – five points
 - 15. Significant plant or ecological site – five points
 - 16. Significant wildlife or salmonid habitat – five points
 - 17. Special animal site – three points
 - 18. Surface water quality buffer – five points, eight or ten total points
 - 19. Urban open space – five points
 - 20. Watershed protection area – five points

- C. Property qualifying for an open space category in subsection B. of this section may receive credit for additional points as follows:
 - 1. Conservation easement or historic preservation easement – eighteen points
 - 2. Contiguous parcels under separate ownership – minimal two points
 - 3. Easement and access – thirty-five points
 - 4. Public access - points dependent on level of access
 - a. Unlimited public access - five points
 - b. Limited public access because of resource sensitivity - five points
 - c. Seasonal limited public access - three points
 - d. Environmental education access – three points
 - e. None or members only – zero points
 - 5. Resource restoration – five points

D. 2020 COMPREHENSIVE PLAN POLICIES AND TEXT:

E-101 In addition to its regulatory authority, King County should use incentives to protect and restore the natural environment whenever practicable. Incentives shall be monitored and periodically reviewed to determine their effectiveness in terms of protecting natural resources.

NOTE: Monitoring of participating lands is the responsibility of both department PBRs staff and the landowner. This issue is addressed in the Resource Information document (page 4) and detailed below in Recommendation #B11.

E-112a The protection of lands where development would pose hazards to health, property, important ecological functions or environmental quality shall be achieved through acquisition, enhancement, incentive programs and appropriate regulations. The following critical areas are particularly susceptible and shall be protected in King County:

- a. Floodways of 100-year floodplains;
- b. Slopes with a grade of 40% or more or landslide hazards that cannot be mitigated;
- c. Wetlands and their protective buffers;
- d. Aquatic areas, including streams, lakes, marine shorelines and their protective buffers;
- e. Channel migration hazard areas;
- f. Critical Aquifer Recharge Areas;
- g. Fish and Wildlife Habitat Conservation Areas; and
- h. Volcanic hazard areas.

E-421 Terrestrial and aquatic habitats should be conserved and enhanced to protect and improve conditions for fish and wildlife.

NOTE: PBRs is an incentive program provided to encourage voluntary protection of open space resources and maintain high quality resource lands.

E-429 King County should provide incentives for private landowners who are seeking to remove invasive plants and noxious weeds and replace them with native plants, such as providing technical assistance or access to appropriate native plants.

NOTE: Participation in PBRs requires landowners address invasive plant and noxious weed control and removal within enrolled portions of a property. Replacement with native vegetation is also encouraged via the implementation of approved forest stewardship, rural stewardship or resource restoration plans.

E-443 King County should promote voluntary wildlife habitat enhancement projects by private individuals and businesses through educational, active stewardship, and incentive programs.

E-476 King County should identify upland areas of native vegetation that connect wetlands to upland habitats and that connect upland habitats to each other. The county should seek protection of these areas through acquisition, stewardship plans, and incentive programs such as the Public Benefit Rating System and the Transfer of Development Rights Program.

E-504 King County should protect native plant communities by encouraging management and control of nonnative invasive plants, including aquatic plants. Environmentally sound methods of vegetation control should be used to control noxious weeds.

NOTE: Lands participating in PBRs provide valuable resource protection and promote the preservation or enhancement of native vegetation. Addressing nonnative vegetation (invasive plant species), through control and eradication is a PBRs requirement.

E-449 King County shall promote retention of forest cover and significant trees using a mix of regulations, incentives, and technical assistance.

R-605 Forestry and agriculture best management practices are encouraged because of their multiple benefits, including natural resource preservation and protection.

NOTE: The implementation of an approved forest stewardship, farm management or rural stewardship plan benefits natural resources, such as wildlife habitat, stream buffers and groundwater protection, as well as fosters the preservation of sustainable resources.

E. PBRs CATEGORIES REQUESTED and DEPARTMENT RECOMMENDATIONS:

Open space resources

- Urban open space

To be eligible for this category, a property must be located within the urban growth area and be enrolling 0.50 acres or more of natively vegetated open space. The property is in the city of Lake Forest Park, which is inside of the urban growth area, enrolling 1.04

acres and consists of natively vegetated open space. Credit for this category is recommended. King County approved award of this category

- Watershed protection area
To be eligible for this category, the enrolling forested area must consist of additional forest cover beyond that required by county or applicable local government regulation and must be at least one acre or sixty-five percent of the property acreage, whichever is greater. By voluntarily enrolling the property in PBRs and not pursuing development or land use that might be allowed under current zoning regulation, the owners are directly contributing to the preservation of forest and open spaces within the city limits. Retention of this urban forest will surpass this category’s requirement and promote wildlife habitat, stabilize and enrich existing soils and slow runoff from precipitation, as well as provide many other resource benefits to the surrounding area and City. 1.06 acres of forest will be enrolled which represents 73% of the property, which exceeds category requirements. Credit for this category is recommended. King County approved award of this category

Bonus categories

- Conservation easement or historic easement
Although this category was not requested, the landowner had later communicated to staff they were interested in establishing a conservation easement for the property. The owner was given a deadline of 12/31/24 to establish and record an easement. This deadline was not met, therefore **credit for this category cannot be recommended**. King County did not approve award of this category.
- Resource restoration
The owners are interested in improving the health and diversity of their forest, including weed and invasive species removal. The owners have provided a forest stewardship plan that details the restoration work and has been approved by a county forester. Credit for this category is recommended. King County approved award of this category. Award of this category may allow forestry activities to occur in the participating open space area. It is the landowner’s responsibility to apply for and receive the necessary approvals from the applicable state and local governmental agencies for forestry activities that require a permit or approval, such as clearing and grading. It should be noted that this restoration activity must be completed within a three-year period. Award of this category requires an annual progress report from the landowner (see below, Section B. 11.), which should be sent to PBRs staff by either email or other agreed to method.

NOTE: It is important to note that enrollment in the PBRs program requires the control and removal of invasive plant species. This issue is addressed in the Resource Information document (page 3) and below in Recommendation #B6.

CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS:

1. Approval of the subject request would be consistent with the specific purpose and intent of KCC 20.36.010.

- 2. Approval of the subject request would be consistent with policy E-101 of the King County Comprehensive Plan.
- 3. Of the points recommended, the subject request meets the mandatory criteria of KCC 20.36.100 as indicated:

Open space resources	
Urban open space	5
Watershed protection area	5
Bonus categories	
Conservation easement or historic easement	0
Resource restoration	5

TOTAL 15 points

PUBLIC BENEFIT RATING
 For the purpose of taxation, 15 points result in 40% of market value and a 60% reduction in taxable value for the portion of land enrolled.

B. RECOMMENDATION:

APPROVE the request for current use taxation "Open space" classification with a Public Benefit Rating of 15 points, subject to the following requirements:

Requirements for Property Participating in the Public Benefit Rating System Current Use Assessment Program for Open Space

- 1. Compliance with these requirements is necessary for property participating ("Property") in King County's Public Benefit Rating System ("PBRs"), a current use assessment program for open space. Failure to abide by these requirements can result in removal of PBRs designation and subject Property owner ("Owner") to penalty, tax, and interest provisions of RCW 84.34. King County Department of Assessments ("DoA") and King County Water and Land Resources Division, Agriculture, Forestry, and Incentives Unit, PBRs Program or its successor ("PBRs Program") may re-evaluate Property to determine whether removal of PBRs designation is appropriate. Removal shall follow the process in Chapter 84.34 RCW, Chapter 458.30 WAC and Chapter 20.36 KCC.
- 2. Revisions to any of these requirements may only occur upon mutual written approval of Owner and granting authority. These conditions shall apply so long as Property retains its PBRs designation. If a conservation easement acceptable to and approved by City of Mercer Island and King County is granted by Owner in interest to Department of Natural Resources and Parks, King County or a grantee approved by King County, these

requirements may be superseded by the terms of such easement, upon written approval by PBRs Program.

3. The PBRs designation for Property will continue so long as it meets the PBRs criteria for which it was approved. Classification as open space will be removed upon a determination by PBRs Program that Property no longer meets PBRs criteria for which it was approved. A change in circumstances, which diminishes the extent of public benefit from that approved by City of Lake Forest Park and King County Council in the open space taxation agreement, will be cause for removal of the PBRs designation. It is Owner's responsibility to notify DoA and PBRs Program of a change in Property circumstance, which may impact PBRs participation
4. When a portion of the open space Property is withdrawn or removed from the program, the AFI Unit or its successor and the DoA shall re-evaluate the remaining Property to determine whether it may continue to qualify under the program. If the remaining portion meets the criteria for priority resources, it may continue under current use taxation.
5. Notwithstanding the provisions of [Section 13], tree(s) posing a hazard to a structure, road or property access may be removed from Property, provided that Owner shall first notify the PBRs Program prior to taking such action. Native vegetation must be introduced for any tree(s) removed and must be planted within a reasonable location of where the tree(s) previously existed. It is Owner's responsibility to apply for and receive any necessary consent from applicable state and local governmental agencies for activities that may require a permit or approval.
6. If an area of Property becomes or has become infested with noxious weeds or non-native species, Owner may be required to submit a control and enhancement plan to PBRs Program in order to remove such vegetation and, if necessary, replace with native vegetation.
7. If it is determined by PBRs Program that Property vegetation near structures is prone to wildland fire and poses a fire hazard, management activities as allowed under KCC 16.82.051 may be implemented as long as those activities do not cause significant adverse impact to the resource values of awarded PBRs categories. Prior to undertaking any wildfire risk reduction activities on Property, a summary of any proposed work must first be submitted to and approved by PBRs Program.
8. There shall be no motorized vehicle driving or parking allowed on Property, except for medical, public safety or police emergencies, or for an approved management activity (such as forestry, farm, or restoration activities) detailed in an approved plan.
9. Grazing of livestock is prohibited unless Property is receiving credit for the farm and agricultural conservation land or resource restoration PBRs categories. In those cases, grazing may occur in areas being farmed as defined in the approved farm management plan or to be restored as defined in the approved resource restoration plan.

10. For Property receiving credit for ecological enhancement land, farm and agricultural conservation land, forest stewardship land, rural stewardship land, or resource restoration, activities that are defined in associated approved plan(s) shall be permitted as long as those activities do not cause significant adverse impact to the resource values of other awarded PBRS categories.
11. Owner of Property participating in PBRS may be required to submit a monitoring report on an annual or less frequent basis as requested by the PBRS Program. This report must include a brief description of how Property still qualifies for each awarded resource category. It must also include photographs from established points on Property and any observations by Owner. If requested, Owner must submit this report to the PBRS Program by email, through the PBRS monitoring form provided on the PBRS Program's website, or by other mutually agreed upon method annually by December 31 or as directed by the PBRS Program. An environmental consultant need not prepare this report.
12. Owner of Property receiving credit for farm and agricultural conservation land, ecological enhancement land, forest stewardship land, or rural stewardship land must provide an annual monitoring report that describes progress of implementing associated approved plan(s). The report must include a brief description of activities taken to implement the plan and photographs from established points on Property. Owner must submit this report to the PBRS Program by email or other mutually agreed upon method annually by December 31 or as directed by the PBRS Program. An environmental consultant need not prepare this report.
13. No alteration of Property or resources shall occur without prior written approval (such as an approved plan) by PBRS Program, except for selective cutting for personal firewood, maintaining areas for approved passive recreational uses (such as walking or horseback riding trails) or for removal of non-native species. **Any unapproved alteration may constitute a departure from an approved open space use and be deemed a change of use, and subject Owner to the additional tax, interest, and penalty provisions of RCW 84.34.080.** "Alteration" means any human-induced action that adversely impacts the existing condition of Property or resources including, but not limited to, the following:
 - a. erecting structures;
 - b. grading;
 - c. filling;
 - d. dredging;
 - e. channelizing;
 - f. modifying land or hydrology for surface water management purposes;
 - g. cutting, pruning, limbing or topping, clearing, mowing, or removing native vegetation;
 - h. introducing non-native species (as defined in KCC 21A.06.790);
 - i. applying herbicides or pesticides or any hazardous or toxic substance, without prior written approval;
 - j. discharging pollutants except for stormwater;

- k. paving or application of gravel;
 - l. storing or dumping equipment, construction materials, garbage, vehicles, household supplies, or compost;
 - m. engaging in any other activity that adversely impacts existing native vegetation, hydrology, wildlife, wildlife habitat, or awarded program categories.
14. Participation in PBRS does not exempt Owner from obtaining any required permit or approval for activity or use on Property.

TRANSMITTED to the parties listed hereafter:

Richard and Peggy Hudson, applicants
David Greetham, Temporary Senior Planner, City of Lake Forest Park
Elenore Bonyeau, King County Department of Assessments

**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
April 10, 2025**

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

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

Councilmembers absent: Lorri Bodi, Deputy Mayor

Staff present: Phillip Hill, City Administrator; Rebecca Dickinson, Public Works Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Vice Chair Furutani called the April 10, 2025 City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

COUNCIL DISCUSSION TOPICS

Resolution 25-2010/Authorizing the Mayor to Sign an Amendment and Extension to the Professional Services Agreement with SAFEbuilt Washington, LLC for Municipal Building Services Coverage

Director Hofman introduced the item and responded to questions.

This will be brought back for further discussion at the regular meeting.

Public Works Fleet Report

Administrator Hill gave a brief presentation and responded to questions. The Council will continue the discussion at the April 17, 2025, Budget and Finance Committee meeting.

ADJOURNMENT

There being no further business, Vice Chair Furutani adjourned the meeting at 6:42 p.m.

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3 Tom French, Mayor
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7 Matt McLean, City Clerk

DRAFT

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
April 10, 2025

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

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

Councilmembers absent: Lorri Bodi, Deputy Mayor

Staff present: Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Rebecca Dickinson, Public Works Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

Others present: 6 visitors

CALL TO ORDER

Vice Chair Furutani called the April 10, 2025, City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Lebo led the Pledge of Allegiance.

ADOPTION OF AGENDA

Cmbr. Goldman moved to amend the agenda and switch the order of items 6A and 6B.
Cmbr. Lebo seconded.

Cmbr. Goode moved to adopt the agenda as amended. Cmbr. Goldman seconded. The motion to approve the agenda as amended carried unanimously.

PUBLIC COMMENTS

Vice Chair Furutani invited comments from the audience.

- The following people provided comments in support of Resolution 25-2010:
 - Connie & Byron Barnes
 - Sally Yamasaki
 - Linda Bearsley-Benson

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- Sarah Phillips provided an update on climate-centered community events.

There being no one else in the audience wishing to speak, Vice Chair Furutani closed public comment.

CONSENT CALENDAR

Cmbr. Riddle moved to approve the Consent Calendar. **Cmbr. Goldman seconded. The motion to approve the Consent Calendar carried unanimously.**

- A. March 20, 2025 Budget & Finance Committee Meeting Minutes
- B. March 24, 2025 City Council Committee of the Whole Meeting Notes
- C. March 27, 2025 City Council Regular Meeting Minutes
- D. Pre-paid Accounts Payable dated 3/28/2025 Claim Fund Check Nos. 87502 through 87511 in the amount of \$40,486.97, an Accounts Payable Dated 4/10/2025 Claim Fund Check Nos. 87512 through 87552 in the amount of \$223,778.78, a 3/21/2025 Payroll Fund ACH transaction in the amount of \$178,532.68 and a 3/21/2025 Direct Deposit transition in the amount of \$190,052.82. Additional approved transactions: US Bank, \$40,149.94. Total approved claim fund transactions: \$673,001.19.

ORDINANCES AND RESOLUTIONS FOR ACTION

RESOLUTION 25-2011/Affirming the Keep Washington Working Act Grounded in the Principles of the “Charter for Compassion”

Vice Chair Furutani gave a brief presentation regarding immigration status and Lake Forest Park welcomes all immigrants.

Cmbr. Riddle moved to approve Resolution 25-2011/Affirming the Keep Washington Working Act Grounded in the Principles of the “Charter for Compassion”. **Cmbr. Goldman seconded. The motion to approve Resolution 25-2011 carried unanimously.**

RESOLUTION 25-2010/Authorizing the Mayor to Sign an Amendment and Extension to the Professional Services Agreement with SAFEbuilt Washington, LLC for Municipal Building Services Coverage

Director Hofman gave a brief presentation and responded to questions.

Cmbr. Riddle moved to waive the three-touch rule regarding Resolution 25-2010/Authorizing the mayor to sign an Amendment and Extension to the Professional Services Agreement with SAFEbuilt Washington, LLC for Municipal Building Services Coverage. **Cmbr. Goldman seconded. The motion to waive the three-touch rule carried unanimously.**

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Cmbr. Riddle moved to approve Resolution 25-2010. **Cmbr. Goldman seconded. The motion to approve Resolution 25-2010 carried unanimously.**

OTHER BUSINESS

Cmbr. Riddle moved to excuse Deputy Mayor Bodi. **Cmbr. Goode seconded. The motion to excuse Deputy Mayor Bodi carried with Cmbr. Riddle dissenting.**

COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they had attended.

Administrator Hill gave a brief report.

ADJOURNMENT

There being no further business, Vice Chair Furutani adjourned the meeting at 7:35 p.m.

Tracy Furutani, Council Vice Chair

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
BUDGET AND FINANCE COMMITTEE MEETING MINUTES
April 17, 2025**

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

Budget & Finance Committee members present: Jon Lebo, Chair; Semra Riddle, Vice Chair;

Budget & Finance Committee members absent: Paula Goode

Other Councilmembers present: Tracy Furutani, Larry Goldman

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Rebecca Dickerson, Public Works Director; Katie Phillips, Project Manager; Matt McLean, City Clerk

Others present: No visitors

CALL TO ORDER

Chair Lebo called the April 17, 2025, Budget and Finance Committee meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

CITIZEN COMMENTS

There was no one in the audience wishing to speak.

DIRECTOR’S REPORT

Budget Monitoring Dashboards for January, February and March 2025

Director Vaughn reviewed the March budget monitoring dashboard and responded to questions.

Cmbr. Goldman arrived at 7:18 p.m.

1 **Capital Improvement Plan update for First Quarter 2025**

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3 Director Dickinson gave a brief update on the Material Bins Covers project and responded to
4 questions.

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6 Project Manager Phillips gave an update on the SR104/40th Place NE Roundabout project and
7 responded to questions.

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9 Administrator Hill gave a brief update on other capital improvement projects.

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11 **OLD BUSINESS**

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13 **Discussion regarding fleet vehicles**

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

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17 **NEW BUSINESS**

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19 **Overview of Fund 002**

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21 Director Vaughn gave a brief presentation and responded to questions.

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23 **Funding for Laserfiche License**

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25 Clerk McLean gave a brief presentation and responded to questions.

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27 **ADJOURNMENT**

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29 There being no further business, Chair Lebo adjourned the meeting at 7:17 p.m.

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34 _____
35 Jon Lebo, Chair

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40 Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
4/24/25

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, an Accounts Payable Dated 4/24/25 CLAIM FUND Check Nos. 87553 through 87605 in the amount of \$526,875.69, and a 4/08/25 DIRECT DEPOSIT transaction in the amount of \$203,917.97 are approved for payment this 24th day of April 2025.

Additional approved transactions are:

ACH transaction Elavon in the amount of \$766.31

ACH transaction Wex Bank- Chevron in the amount of \$65.16

Total approved claim fund transactions: \$731,625.13

City Clerk

Mayor

Finance Committee

Bank Reconciliation



Checks by Date

User: sschindele
 Printed: 04/17/2025 - 1:28PM
 Bank Accounts: Operatin
 System:
 Cleared and Not Cleared Checks
 Check Date: From 04/24/2025 To 04/24/2025
 Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	4/24/2025	Elavon		AP		766.31
0	4/24/2025	Wex Bank - Chevron		AP		65.16
87553	4/24/2025	All Battery Sales & Service Inc.		AP		128.89
87554	4/24/2025	Amazon Capital Services Inc		AP		214.15
87555	4/24/2025	American Traffic Solutions Inc.		AP		78,579.00
87556	4/24/2025	Aspect Consulting, LLC		AP		9,671.25
87557	4/24/2025	BHC Consultants LLC		AP		28,231.89
87558	4/24/2025	Cadman Materials, Inc.		AP		1,671.05
87559	4/24/2025	Cascadia Consulting Group, Inc.		AP		51,443.61
87560	4/24/2025	Century Link		AP		107.01
87561	4/24/2025	Nicole G Chae-Lee		AP		140.00
87562	4/24/2025	Cintas First Aid & Safety		AP		340.42
87563	4/24/2025	City of Lake Forest Park		AP		839.17
87564	4/24/2025	Cressy Door Company, Inc.		AP		2,825.50
87565	4/24/2025	DataQuest, LLC		AP		160.00
87566	4/24/2025	EASL, Inc		AP		8,000.00
87567	4/24/2025	Attn: Accounts Receivable GCP WW H		AP		259.02
87568	4/24/2025	Gordon Thomas Honeywell Gov't. Affa		AP		3,245.00
87569	4/24/2025	Gray & Osborne, Inc.		AP		21,643.20
87570	4/24/2025	Department 32 - 2501271310 Home De		AP		153.26
87571	4/24/2025	Imaging Spectrum, Inc.		AP		345.83
87572	4/24/2025	Johnson Controls		AP		3,264.41
87573	4/24/2025	Johnston Group, LLC		AP		3,925.00
87574	4/24/2025	KDH Consulting, Inc		AP		215.09
87575	4/24/2025	King County Finance		AP		178.21
87576	4/24/2025	King County Finance		AP		824.00
87577	4/24/2025	King County Finance		AP		19.52
87578	4/24/2025	King County Finance		AP		5,168.67
87579	4/24/2025	King County Finance & Business		AP		237,257.88
87580	4/24/2025	King County Pet License		AP		180.00
87581	4/24/2025	Legend Data Systems, Inc.		AP		152.21
87582	4/24/2025	Loomis		AP		516.72
87583	4/24/2025	Madrona Law Group, PLLC		AP		11,802.97
87584	4/24/2025	Francisco Montague		AP		40.00
87585	4/24/2025	Navia Benefit Solutions		AP		300.00
87586	4/24/2025	Office Depot, Inc.		AP		143.19
87587	4/24/2025	O'Reilly Automotive Stores, Inc.		AP		28.25
87588	4/24/2025	Peerless Network, Inc		AP		1,040.34
87589	4/24/2025	Pitney Bowes Global Financial Svcs.		AP		584.81
87590	4/24/2025	Postmaster		AP		350.00
87591	4/24/2025	Progressive Animal Welfare Society		AP		936.00
87592	4/24/2025	Public Safety Testing, Inc.		AP		477.00
87593	4/24/2025	Puget Sound Emergency Radio Networl		AP		6,645.60
87594	4/24/2025	Rotary Club of Lake Forest Park		AP		236.50

Check No	Check Date	Name	Comment	Module	Clear Date	Section 7, ItemD.
87595	4/24/2025	SAFEbuilt Washington, LLC		AP		10,236.79
87596	4/24/2025	Secure Court Solutions LLC		AP		1,393.55
87597	4/24/2025	Shoreline Senior Center		AP		8,750.00
87598	4/24/2025	Shoreline/LFP Arts Council		AP		7,500.00
87599	4/24/2025	Staples Advantage		AP		861.36
87600	4/24/2025	Symbol Arts, LLC		AP		783.13
87601	4/24/2025	Transpo Group USA Inc		AP		12,178.75
87602	4/24/2025	Wally's Towing, Inc.		AP		491.39
87603	4/24/2025	Washington State Department of Licens		AP		252.00
87604	4/24/2025	Washington State Patrol		AP		159.00
87605	4/24/2025	Zumar Industries Inc.		AP		1,985.10
Total Check Count:						55
Total Check Amount:						527,707.16

Bank Reconciliation

Section 7, Item D.



Checks by Date

User: sschindele
Printed: 04/17/2025 - 1:03PM
Bank Accounts: POperat
System:
Cleared and Not Cleared Checks
Check Date: From 04/08/2025 To 04/08/2025
Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	4/8/2025		DD 00508.04.2025	PR		203,917.97
Total Check Count:						1
Total Check Amount:						203,917.97



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date April 24, 2025

Originating Department Public Works

Contact Person Katie Phillips, Project Manager

Title Resolution 25-2015/Authorizing the Mayor to sign Amendment No. 3 to the Professional Services Contract Agreement AG 21-002 with Transportation Solutions, Inc. for the SR 104 / 40th Place NE Roundabout Project

Legislative History

- First Presentation – April 24, 2025, Regular Meeting

Attachments:

1. Resolution 25-2015
2. Professional Services Agreement 21-002 with Transportation Solutions, Inc.
3. Amendment No. 3 to Professional Services Agreement 21-002 with Transportation Solutions, Inc.

Executive Summary

The Department of Public Works (“DPW”) recommends amending professional services agreement 21-002 with Transportation Solutions, Inc. (“Consultant”) to include construction management services and on-call construction management support for the SR104 / 40th PI NE Roundabout Project (“Project”). These services have been budgeted for in the current CIP at a cost of \$625,522. The DPW requested proposals from three construction management consultants for these services and recommends contracting with the consultant that provided the lowest responsive, responsible proposal at a value of \$753,331.81.

Background

The City retained the Consultant to provide engineering design, permitting, and right-of-way acquisition services supporting the Project in January 2021 under the PSA AG 21-002. Since then, the City has amended the Consultant’s contract two times due to project requirements. The DPW is now requesting a third amendment that would add construction management services to the Consultant’s contract in accordance with Task 12.0 of the Scope of Services outlined in the Consultant’s contract. Specifically, this third amendment would add a subconsultant to the Consultant’s contract to provide construction management services and amend the contract scope to include on-call construction management support services.

In an effort to find a suitable construction management subconsultant, the City, along with the Consultant, interviewed three subconsultants and received construction management proposals from each. The three subconsultants evaluated by the City and the Consultant were KBA, Inc., David Evans and Associates, Inc., and Consor North America, Inc. The proposals submitted to the City were valued at \$2.2M, \$855,755.55, and \$602,380.61. These proposals were also reviewed for scope. DPW staff report that the proposal with the lowest value was determined to be the best candidate for construction management for the Project; specifically, the proposal from Consor North America, Inc.

In addition to construction management services, the Project requires on-call construction management support services to proceed. These support services will be provided by the Consultant and five of their subconsultants to assist with the construction management of the Project. The cost of these services is \$73,802.00 for support from Transportation Solutions, Inc., and \$77,149.20 for support from Terra Vista NW, David Evans and Associates, Inc., GeoEngineers, the Berger Partnership, and Facet.

DPW staff have reviewed the Consultant’s request to amend the Consultant’s contract to include construction management services from Consor North America, Inc., as well as on-call construction management support services, and have found the proposed fees to be appropriate for the related services. Staff also agree that these services are necessary to advance the Project to the construction phase.

Fiscal & Policy Implications

The current CIP allocates \$625,522 for construction management services. This amount was adopted based on an engineer’s estimate for construction management services. The value of this third amendment for construction management services is \$127,809.81 above the budgeted amount for this project in the CIP. If adopted, this amendment will result in a budget deficit of \$127,809.81. This deficit could potentially be offset by the Transportation Benefit District fund or by revenue collected from the traffic cameras, at the Council’s discretion. Amendment No. 3 would increase the total compensation in the Professional Services Agreement with Transportation Solutions, Inc. from \$1,043,520.75 to \$1,796,852.56.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Adopt Resolution 	<p>The City will execute Amendment No. 3 to the PSA AG 21-002 with Transportation Solutions, Inc., adding construction management services to the Project.</p>

- No Action

The City will not execute Amendment No. 3 to the PSA AG 21-002. The City will not add construction management services to the Project and public advertisement for a construction contract for the Project will be placed on hold.

Staff Recommendation

Move to adopt Resolution 25-2015 Authorizing the Mayor to sign Amendment No. 3 to the Professional Services Contract Agreement AG 21-002 with Transportation Solutions, Inc. for the SR 104 / 40th PI NE Roundabout Project to increase the project cost by \$753,331.81 for a total of \$1,796,852.56.

RESOLUTION NO. 25-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT AG-21-002 WITH TRANSPORTATION SOLUTIONS, INC. FOR THE SR 104 / 40TH PL NE ROUNDABOUT PROJECT.

WHEREAS, the City has retained Transportation Solutions, Inc. (Consultant) to provide professional engineering design services for the SR 104 / 40th PI NE Roundabout Project under Professional Services Agreement (PSA) AG-21-002; and

WHEREAS, PSA AG-21-002 allowed for an amendment to add construction management services to the contract; and

WHEREAS, having completed professional engineering design services, the City wishes to add construction management services to PSA AG-21-002 in preparation for public advertisement for the construction of the SR 104 / 40th PI NE Roundabout Project; and

WHEREAS, the City, together with the Consultant, interviewed with and received construction management proposals from three subconsultants for construction management services for the SR 104 / 40th PI NE Roundabout Project; and

WHEREAS, the construction management proposal received from Consor North America, Inc. (Subconsultant) was reviewed by City staff and found to be the lowest responsible and responsive proposal; and

WHEREAS, the Consultant provided the City with a proposal to provide on-call construction management services that would support the Subconsultant's proposed construction management services, which City staff has reviewed and found acceptable;

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

Section 1. AUTHORIZATION. The Mayor is hereby authorized to sign Amendment No. 3 to the professional services agreement AG-21-002 with Transportation Solutions, Inc., in substantially the same form as attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ___th day of April, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2015

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Design and Construction Management Services for
the SR 104 and 40th Place NE Roundabout Project**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Transportation Solutions** (the "Consultant"), is dated this 21st day of January 2021.

Consultant Business: Transportation Solutions, Inc.
Consultant Address: 16932 Woodinville Redmond Road STE A206
Woodinville, WA 98072
Consultant Phone: 425.375.2091
Consultant Fax: NA
Contact Name Victor Salemann
Consultant e-mail: victors@tsinw.com
Federal Employee ID No.: 91-1383114

Authorized City Representative for Neil Jensen, City Engineer
this contract:

WHEREAS, the City desires to complete the design and construction of a roundabout to be located at **SR 104 and 40th Place NE**, to improve safety and mobility for the community; and

WHEREAS, pursuant to an invitation of the City, the Consultant submitted to the City a Statement of Qualifications; and

WHEREAS, the City completed an evaluation of all submittals and determined Transportation Solutions has the experience and expertise; and

WHEREAS, Transportation Solutions is qualified and willing to undertake the aforementioned services, consistent with all requirements of State law and City ordinances and regulations;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit B incorporated herein, for the SR 104 and 40th Place NE Roundabout Project ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Victor Salemann and Michelle Mach. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit B Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2023, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit B, including all services and expenses, shall not exceed five hundred sixteen thousand three hundred twenty nine Dollars (\$516,329) as shown on Exhibit B, which shall be full compensation for the Exhibit B Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to Neil Jensen, City Engineer, njensen@ci.lake-forest-park.wa.us its request for payment of Exhibit B Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Consultant shall submit all reports and other documents specified in Exhibit B according to the schedule established in Exhibit B. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Lake Forest Park Business License. Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. **Modification of Agreement.** This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. **Notices.**

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Neil Jensen, P.E., City Engineer
Public Works Department
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Transportation Solutions
Attn: Victor Salemann
16932 Woodinville Redmond Road STE A206
Woodinville, WA 98072

19. **Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

20. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written

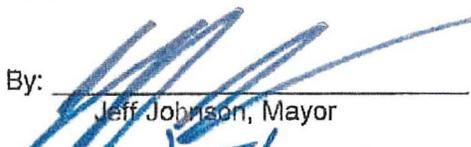
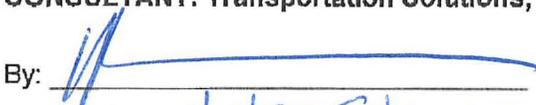
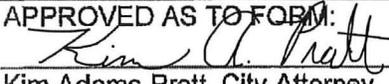
<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By:  Jeff Johnson, Mayor</p> <p>Date: <u>1/15/2021</u></p>	<p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <p>CONSULTANT: Transportation Solutions, Inc.</p> <p>By: </p> <p>Printed Name: <u>Victor Salemann</u></p> <p>Its <u>President</u></p> <p>Date: <u>1/21/21</u></p>
<p>ATTEST:</p> <p> Evelyn Jahed, City Clerk</p> <p>Date: <u>1/15/2021</u></p>	
<p>APPROVED AS TO FORM:</p> <p> Kim Adams Pratt, City Attorney</p> <p>Date: <u>1/19/2021</u></p>	

Exhibit B

Scope of Services SR 104/40th PINE Roundabout Plans, Specifications, and Estimates

INTRODUCTION

A. Project Description

The objective of this project is to prepare Plans, Specifications, and Estimates necessary for the construction of a single lane roundabout with a raised central island and sidewalks at the intersection of SR 104/40th PINE in Lake Forest Park, Washington.

The intersection is set in a primarily residential area yet is the intersection of two primary roadways. SR 104 is an east west State Highway connecting SR 522 to the Edmonds Ferry Terminal and beyond and 40th PINE is a major local north-south route.

Existing Conditions, Opportunities & Challenges

- Surrounding land uses are mostly single-family homes with driveways onto SR 104. Proposed changes will need to consider neighborhood access.
- The stop-controlled intersection has misaligned legs and can be confusing to navigate. For drivers heading north on SR 104, 40th Place NE can be viewed as the natural through movement, rather than northbound SR 104, which requires drivers to bear left. Left turns from the side streets onto southbound SR 104 are especially difficult due to limited sight distance. The intersection operates at LOS F today and will further degrade in the future.
- Moreover, the corner between 40th Place NE and NE 184th Street is very wide with no pedestrian landing or marked crosswalk between the two approaches. The curb ramps on 40th Place NE are located 40 feet from the intersection, adding to the confusion of where to cross the stop controlled approaches.
- There is no pedestrian crossing of SR 104.
- The angle of intersection legs and topography pose challenges for any proposed improvements.

Proposed Improvements

The City of Lake Forest Park is proposing to construct a traditional four-leg single lane roundabout. Southbound through movements on SR 104 would make a right turn at the roundabout, and northbound through movements would be left turns.

- A short retaining wall may be needed on the northeast corner to minimize right-of-way impacts.
- The roundabout design will include pedestrian crossings for all legs, RRFB's may be desirable on the SR 104 approaches.
- The central island may include art and/or hardscaping.
- Each adjacent property will ideally maintain one point of access in and out of their property from SR 104 in both directions.

- The roundabout design will be forward compatible with future buffered bike lanes and sidewalks on the SR 104 approaches.
- The roundabout design will address safety for all modes.
- The roundabout design will maintain the corridor's unique identity and natural landscape.
- The roundabout design will take a phased approach that provides benefits over time.
- The roundabout design will consider the draw on the City's financial resources in selecting design solutions, as well as positioning future improvements for regional, state and federal investment.
- The roundabout design will protect natural environment and encourage low impact design approaches.
- The roundabout design will discourage neighborhood cut-through traffic.
- The roundabout design will minimize impacts on neighboring properties (e.g., right-of-way, access, noise, visibility).

B. Project Coordination

This scope of work uses the following references for project team members:

CITY or the City is the City of Lake Forest Park

WSDOT is the Washington State Department of Transportation

CONSULTANT is Transportation Solutions, Inc. or its subconsultants

C. Design Criteria

As part of the design effort on this project, design criteria will be developed and approved by the CITY. When developing this design criteria, City of Lake Forest Park standards will govern. Additionally the following Standards and guidelines will be used:

- WSDOT Local Agency Guidelines June 2020
- WSDOT Design Manual September 2020
- NCHRP REPORT 672 Roundabouts, An Informational Guide, Second Edition 2010
- AASHTO's "A Policy on Geometric Design of Highways and Streets" 2011

D. Key Project Tasks and Schedule

Task	Task Duration
Task 1 Project Management and Quality Control	February - December 2021
Task 2 Data Collection and Survey	February - March 2021
Task 3 WSDOT Approvals/Preliminary (30%) Design	February - June 2021
Task 4 Environmental Documentation	February - June 2021
Task 5 ROW Acquisition	May - November, 2021
Task 6 Design (90%)	June - September, 2021
Task 7 Final Design and PS&E (100%)	October - December 2021
Task 8 Landscape Design	June - December 2021
Task 9 Constructability Review	April - December 2021
Task 10 Geotechnical	February - June 2021

E. Information, Responsibilities, and Services Provided by the CITY

The following information will be provided by the CITY. This is not intended to be an exhaustive list and additional data to be provided by the CITY are included throughout the scope of work:

- City of Lake Forest Park, Safe Highways Report, March 2018 including all appendices
- WSDOT approved Channelization Plans for the existing intersection configuration
- Roadway and utility as-built drawings
- Available geotechnical data, boring logs, and as-built drawings showing geotechnical information
- Typical pavement structural section recommendations based on other area projects (for cost estimating purposes)
- Typical storm water infiltration rate recommendations based on other area projects
- Planning and land use data
- Any available recent traffic counts
- 5 year crash data
- Existing WSDOT right-of-way plans for the project area

F. General Project Assumptions

This Scope of Services is based upon certain assumptions and exclusions, identified below and under specific tasks. The following assumptions were used in the development of this scope of services:

- AutoCAD 2016 or later will be utilized on the project
- AGi32 software will be used for illumination design
- MS Excel will be utilized for spreadsheets
- MS Word will be utilized for word processing
- Roundabout LOS will be analyzed using SIDRA and WSDOT LOS procedures
- AutoTurn will be utilized to evaluate truck turning movements
- Construction bid estimates and other opinions of cost and schedule are estimates. Therefore, Consultant makes no warranty that actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections or estimates.

G. Change Management

The Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible.

The Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule. Verified changes will be communicated to project stakeholders. The

Project Manager will be prepared to explain the effect of the change to the team, so schedules and budgets can be adjusted.

This is a time and materials contract with a not to exceed maximum. The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.

Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL

1.1 Project Management

Project management will be on-going during the course of the project. The project manager will maintain communication with the CITY, will monitor the project's scope, schedule, and budget, and other similar project management tasks.

1.2 Monthly Progress Reports and Invoices

CONSULTANT will provide monthly progress reports and invoices in accordance with CITY standard procedure. The project team will coordinate on the first invoice so that the format is acceptable to the CITY. Each progress report and invoice package will include the CONSULTANT invoice showing all labor and direct expenses included for the period, the monthly progress report, and breakdown of labor hours and direct expenses charged for the period for CONSULTANT and each subconsultant.

Assumptions

- The invoice format for this project will be one that is acceptable to the CITY.
- Progress Report and Invoice packages will be prepared monthly for eighteen (18) months.
- For purposes of this scope it is assumed that project management will require 4 hours per month.

Deliverables

- Monthly Progress Report and Invoice Packages

1.3 Progress Meetings

Meetings (typically videoconference) will be scheduled weekly as needed to monitor the progress of the project, to coordinate with team members, and to maintain accountability between all members of the team including the CONSULTANT, subconsultants, and the CITY.

1.4 Quality Control/Quality Assurance

Quality Control reviews will be completed prior to submittal of major deliverables. These will include:

- Draft and Final Topographic Survey
- Draft and Final WSDOT Submittals (ICE, BOD, Context and Modal Accommodation Report, and Channelization Plan)
- Draft and Final 30% Submittals
- Draft and Final 90% Plan Set
- Draft and Final 100% Plan Set
- Draft and Final Plans, Specifications and Estimates

Task 2.0 DATA COLLECTION AND SURVEY

Sources of information may include prior contract plans, WSDOT plans, as-builts, surveys, and field visits to collect information, City files and databases, design and policy manuals, transportation plans, previous studies, discussions with City, and other sources of information as needed.

2.1 Obtain As-Builts and Contract Plan Sheets

CONSULTANT will request from the City any as-built construction documents and contract plans for improvements located in the project vicinity. Any existing area boring logs, roadway structural sections or area infiltration rates that were developed for other area projects will also be provided to the CONSULTANT team.

2.2 Review Relevant City Plans and Studies

CONSULTANT will review the Highway Safety Plan and Transportation Element of the Comprehensive Plan, and Six-year TIP.

2.3 Verify Environmental Constraints

The CONSULTANT will review available critical areas mapping (steep slopes, streams, and buffers), and significant trees that may influence design.

2.4 Review Existing Utilities

Utilizing the topographic survey and available files and information received from the City, existing utility constraints will be identified and considered.

2.5 Site Visits to Obtain Additional Information

Technical staff from the project team will perform a site visit to obtain additional project information not obtainable through electronic media. This may include confirming or reviewing existing surface features, topographical, utility, boundary, environmental and other constraints.

2.6 Topographic Survey

CONSULTANT will provide Topographic Survey as described below.

Full Mapping for Design

- Entirety of the intersection stated above along with 200' North along 40th Place NE, 200' East along NE 184th Street, 450' West along SR 104, and 250' South along SR 104.
- Mapping will extend for the full ROW width plus 20' beyond ROW where possible.

Limited Mapping for WSDOT Channelization Plan preparation

- Extending an additional 100' along 40th Place NE and NE 184th Street, and an additional 300' North and South along SR 104.
- Mapping will be from edge of roadway to edge of roadway.

Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as

required for the project. Typically, survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

Geodetic Survey Control (Coordinates)

Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates.

Horizontal

Typically, survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 Revised Code of Washington.

Vertical

Typically, the Vertical Datum for the survey work shall reference the North American Vertical Datum of 1988 (NAVD88).

Cadastral Survey Control (Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States.)

Units shall be in US Survey Feet.

Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort. CONSULTANT will be using a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

CONSULTANT will provide ground-based topographic surveys to generate basemaps at a 1"=20' scale and to prepare DTM generated 1-foot contours. Field survey will pick up curbs, edges of pavements, drainage structures (centers of lids), fences, mailboxes, retaining structures, culverts, guard rails, utility surface features, field markings of existing sub-surface utilities, traffic and business signs, striping, trees (type and size for trees over 6-inches DBH), and limits of landscape areas.

CONSULTANT will obtain Right of Entry for survey on private property.

CONSULTANT will use appropriate signage, high-visibility clothing and traffic control devices while performing field survey.

Utility Surveying Services

CONSULTANT will locate all visible surface features of subsurface utilities.

CONSULTANT will subcontract with a private utility locating company to mark the horizontal locations of conductible utilities within the full mapping area. CONSULTANT will survey the utility markings for incorporation into the basemap.

Measure Downs for sewer manholes, catch basins and storm drain manholes with pipe size, material, direction, and invert elevations will be obtained, if possible, at each structure. Nearest drainage structure outside the mapping limits will also be collected.

Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s). Break lines will be created along curbs, walls, and other surface features in order to generate an accurate

Digital Terrain Model.

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

Right-of-Way/Boundary Resolution and Acquisition Support

Right-of-way and parcel boundaries will be resolved within the full mapping area. Up to 15 parcels will be resolved along with easements that affect the parcel.

Up to 5 land descriptions and exhibits will be prepared to support temporary construction easement
or ROW acquisition.

Task 3.0 WSDOT Approvals/Preliminary Design (30%)

The intersection is on a State Route and therefore WSDOT approval is required for several design elements. Key WSDOT approvals include:

- Intersection Control Evaluation (ICE)
- Geometric Design Peer Review
- Basis of Design (BOD) and Modal Accommodation Report
- Channelization Plan for Approval

3.1 Intersection Control Evaluation (ICE)

The CONSULTANT shall complete a WSDOT Intersection Control Evaluation (ICE), formerly known as the Intersection Control Analysis. The ICE is a 5-step process meant to screen and evaluate alternatives to determine the best possible intersection type and design. Due to the safety and operational performance record, a roundabout is required to be evaluated. The ICE will follow the latest WSDOT guidance and generally include:

- Summary of Background and Project Needs
- Alternatives Feasibility
- Operational and Safety Performance Analysis
- Alternatives Evaluation
- Additional Information to support Control Type Selection

The CONSULTANT will rely upon the CITY's Completed Highway Safety Study for the data necessary to complete the ICE to the greatest extent feasible. Information not included in the Highway Safety Study or its appendices will be developed by the CONSULTANT.

The CONSULTANT assumes that the WSDOT review comment cycle will take up to three (3) cycles. Any revisions requested by WSDOT beyond three (3) review cycles is considered extra work. CONSULTANT assumes that WSDOT will require 3 to 4 weeks to create and return written comments to the CONSULTANT.

3.2 Basis of Design (BOD) and Modal Accommodation Report (MOR)

The CONSULTANT shall complete WSDOT BOD and Modal Accommodation Report Forms for the project. The BOD and MOR will follow the latest WSDOT guidance and generally include:

- A Summary of Community Engagement to Date
- A General Project Description
- Identification of Project Needs
- Identification of Roadway Context
- Identification of Design Controls
- Alternatives Analysis
- Identification of Design Elements Changed

The CONSULTANT will rely upon the CITY's Completed Highway Safety Study for the data necessary to complete the BOD and MOR to the greatest extent feasible. Information not included in

the Highway Safety Study or its appendices will be developed by the CONSULTANT.

The CONSULTANT assumes that the WSDOT review comment cycle will take up to three (3) cycles. Any revisions requested by WSDOT beyond three (3) review cycles is considered extra work. CONSULTANT assumes that WSDOT will require 3 to 4 weeks to create and return written comments to the CONSULTANT.

3.3 Geometric Design Peer Review

The CONSULTANT shall coordinate a WSDOT Geometric Plan Review. WSDOT requires a Geometric Design Peer Review for new roundabouts on State Routes. The Peer review will be held soon after the conceptual roundabout layout is developed. The peer review should include the following WSDOT participants:

- Region Traffic Office
- Assistant State Traffic Engineer
- Region Project Development Engineer or Engineering Manager
- Assistant State Design Engineer

The intent of this peer review is to review, discuss, evaluate, and provide feedback on the 2-D roundabout layout design in order to finalize the channelization plan.

3.4 WSDOT Channelization Plan for Approval

The CONSULTANT will work with the CITY and WSDOT to prepare channelization plans and documentation necessary to obtain WSDOT Channelization Plan Approval. The Channelization Plans will be prepared in accordance with the latest version of the WSDOT NORTHWEST REGION CHANNELIZATION PLAN CHECKLIST. The Channelization Plans will include:

- Channelization Plan Sheets
- Detail Sheets
- Typical Roadway Sections
- Roundabout Details

The channelization plan review process is typically an iterative process. The first submittal is reviewed by an Area Traffic Analyst, the Area Design Reviewer, and several operations groups within Traffic. The first review usually takes the longest time due to the number of groups reviewing the plans.

The CONSULTANT will review the written comments from WSDOT. The CONSULTANT will make the required changes, document design decisions, and submit a revised submittal to WSDOT and the CITY.

The CONSULTANT assumes that the WSDOT review comment cycle will take up to three (3) cycles. Any revisions requested by WSDOT beyond three (3) review cycles is considered extra work. CONSULTANT assumes that WSDOT will require 3 to 4 weeks to create and return written comments to the CONSULTANT.

3.5 Preliminary Paving and Grading Plans

The CONSULTANT will prepare preliminary paving and grading plans based upon the WSDOT approved BOD and Channelization Plan. The preliminary paving and grading plans will include motorized and non-motorized elements of the project. Key design elements in the preliminary paving

and grading plans include:

- General roundabout geometry
- Central island
- Splitter islands
- Circulating roadway
- Curbing details
- Pavement details including colors and textures
- Non-motorized facilities
- Sidewalks
- Crossings
- Required ADA facilities
- Illumination
- Signing and pavement markings

3.6 Drainage Report and Preliminary Drainage Plans

It is assumed that the new plus the replaced impervious surface area is less than 5,000 square feet, therefore a drainage report is not required. The CONSULTANT shall:

- Determine and document the new and replaced pervious and impervious areas.
- Determine and document the criteria for detention/retention and water quality design.
- Develop and size drainage collection and conveyance tie-ins. It is assumed that new catch basins and storm drains will be tied into existing storm drains within 50 feet of the project site.
- Drainage Plan and Profile will be included in the plan set.

3.7 Preliminary WSDOT Right-of-Way Plans

The CONSULTANT will prepare preliminary right-of-way plans in WSDOT format based upon the WSDOT approved Channelization Plan, Preliminary Paving and Grading Plans, and Preliminary Drainage Plans. The preliminary right-of-way plan will be the basis for initial property acquisition activities.

3.8 Utility Coordination Plan

The CONSULTANT will prepare a utility coordination plan identifying CITY and Franchised utilities requiring adjustment or relocation due to the project. No potholing is anticipated at this time. If potholing is deemed necessary, it will be considered extra work.

3.9 Cost Estimate

The CONSULTANT will develop a 30% cost estimate for the preliminary design. The cost estimate will use WSDOT Standard Bid Items. All major work items will be quantified. Miscellaneous items such as traffic control, landscaping, drainage, barrier, etc. will not be quantified but will be included as a percentage of major work items.

Task 4.0 ENVIRONMENTAL DOCUMENTATION

The CONSULTANT shall work with the CITY to complete a State Environmental Policy Act (SEPA) checklist for the project.

Assumptions

- The project will require a SEPA Checklist
- No additional technical reports or surveys will be required in support of the SEPA Checklist including but not limited to air quality, noise, environmental justice, and hazardous materials. If this documentation is required, it can be prepared by the CONSULTANT as an extra service. An allowance for these extra services are included in the fee estimate.

4.1 NEPA

NEPA documentation will not be required for this project.

4.2 Section 106 Cultural Resources Compliance

The CONSULTANT shall complete the Washington State Cultural Resources compliance process.

4.3 SEPA

The CONSULTANT shall complete the SEPA Checklist for the CITY's SEPA responsible officials' review and signature.

Deliverables:

SEPA Checklist for CITY's SEPA responsible officials' review and signature.

Task 5.0 RIGHT-OF-WAY ACQUISITION

CONSULTANT will furnish these services under the processes and procedures as outlined in CH 468-100 WAC and the City's Property Acquisition Policies and Procedures, Washington State Department of Transportation's Local Agency Guideline Manual, M36-63 and the Right-of-Way Manual.

The overall right-of-way acquisition objectives are:

Negotiate to purchase Temporary Construction Easements from two parcels, and right-of-way in fee from (5) five parcels:

- 18411 acquisition
- 18410 acquisition and TCE for driveway adjustment
- 18242 acquisition
- 18403 acquisition and TCE for driveway adjustment
- 18251 acquisition TCE for driveway adjustment

5.1 Review Title Reports

Provide CITY with a parcel summary memo listing ownership, title exceptions, existing easements, or other rights of record, and comments or concerns for five (5) parcels.

5.2 Prepare and setup parcel files for five (5) parcels

Review title reports. Provide CITY with a parcel summary memo listing ownership, title exceptions, existing easements, or other rights of record, and comments or concerns for five (5) parcels.

5.3 Prepare a True Cost Estimate

5.4 Acquisition Forms

Prepare acquisitions forms needed to get temporary construction easements and fee acquisitions for five (5) parcels.

5.5 Offer packages

Prepare and review offer package and package assemblage for five (5) parcels. This scope of work does not include condemnation, or the preparation and negotiations of Possession and Use agreements. Possession and use agreements can be provided as extra services, if requested.

5.6 Negotiation Services

Provide negotiation services for the purchase of temporary construction easements and right-of-way in fee for (5) parcels.

5.7 Vest Titles

Coordinate with the title company to get titles vested in the CITY, prepare payment vouchers, title policy and recording fees, and submit to CITY to process payment for the parcel (CITY will issue actual payment of all fees and closing costs such as title policies, recording fees, and escrow services) for (5) parcels.

5.8 Coordination and Documentation

Provide overall coordination for right-of-way activities; maintain records, parcel diary reports, files, documents, and reports.

5.9 Status Reports

Provide written status reports on a monthly basis and provide verbal status reports as requested.

Task 6.0 DESIGN (90%)

Design (90%) shall consist of a 90% plan set based on the 30% design for City review followed by a 100% plan set for final review. The 90% plans will include all the following elements. (The 90% plans may include requests for clarification for minor details that will be resolved in the 100% plans.)

6.1 Index, Vicinity Map, Legend, and General Notes

CONSULTANT will develop an Index and Vicinity Map showing the project location and a list of sheets included in the design plans.

6.2 Site Preparation Plan

The site preparation plan will specify site preparation activities including but not limited to clearing, grubbing, cut, fill, roadway removal, sidewalk removal, demolition, and existing utility protection, demarcation and/or relocation in order to create favorable site conditions which facilitate construction activities.

6.3 Horizontal Layout and Grading Plans

Horizontal layout and grading plans will be prepared using a combination of plan view and curve data tables including:

- Horizontal geometry for the intersection including:
 - Central island
 - Splitter islands
 - Truck aprons
 - Approach roadways
 - Curb, gutter, and sidewalk limits
 - Driveway restoration limits
- Point elevations corresponding with horizontal geometry, high points, and low points

Assumptions

- Plans will be prepared at 1" = 20' full size (22"x34") and 1"=40' half size (11"x17")
- Plans will use City and WSDOT Standard Details

6.4 Roundabout Details

Roundabout detail sheets will be prepared to show mountable curb details, splitter island geometric details, and truck apron details.

6.5 TESC Plan

Project specific temporary erosion sedimentation control (TESC) plan will be prepared consistent with CITY requirements.

6.6 Paving Plans and Roadway Sections

The paving plans will include:

- Paving limits
- Curb, gutter, and sidewalk limits
- Driveway restoration limits
- Roadway sections
- Driveway sections

6.7 Drainage Plans

It is anticipated/assumed that the new plus the replaced impervious surface area is less than 5,000 square feet, therefore a drainage report is not required. The CONSULTANT shall:

- Determine and document the new and replaced pervious and impervious areas.
- Determine and document the criteria for detention/retention and water quality design.
- Develop and size drainage collection and conveyance tie-ins. It is assumed that new catch basins and storm drains will be tied into existing storm drains within 50 feet of the project site.
- Drainage Plan and Profile will be included in the plan set (2 sheets).

6.8 Pavement Marking and Signing Plans

The CONSULTANT shall prepare pavement marking plans indicating locations for channelization and pavement markings. The CONSULTANT shall prepare signing plans including standard roundabout signage and Rectangular Rapid Flash Beacons for the crosswalks.

6.9 Illumination Plans

It is anticipated that illumination will be required and provided by Seattle City Light (SCL). The CONSULTANT will provide design criteria for SCL to utilize for design. If SCL is unable to provide the illumination design the CONSULTANT will provide the design as extra work.

Assumptions:

- Illumination will be designed, installed, and maintained by SCL
- City will coordinate with SCL

6.10 Utility Relocation Plans

The City shall coordinate utility relocations based upon the roundabout design and utility relocation plan provided by the CONSULTANT. The CONSULTANT will make minor revisions to the roundabout design to avoid utilities if requested.

Found utilities will be used to create preliminary utility plans. These plans will show the locations of each existing utility based on plans provided by the utility companies and/or existing plans. Initial utility contacts will be made, requests for utility company maps of existing utilities will be delivered and an explanation of the project provided. The preliminary utility plans will be provided to the utility companies for their verification of location and to plan the relocation of any facilities necessary to the project. The preliminary utility packages are provided to the utility companies to initiate the verification process and begin the coordination effort of confirming utility location and depth and confirming potholing/monitoring.

Assumptions

- Utility relocation will be the responsibility of the affected utility

6.11 Traffic Control Plans

Project specific traffic control plans will be prepared consistent with WSDOT requirements for State Routes. The traffic control plans will consider the potential closure of one or more intersection approaches to accelerate construction and reduce construction costs.

6.12 Specifications

The CONSULTANT will prepare WSDOT/APWA specifications required for the public ad and award of the project.

6.13 Itemized Quantity Takeoff and Cost Estimate

Quantity takeoffs for the multiple design tasks will be reported by each task lead and a preliminary cost estimate for the project will be developed. The cost estimate will take into account recent construction project bid prices in the project vicinity. The cost estimate will also include right-of-way costs, construction contingencies, construction engineering, and contractor mobilization.

6.14 Compile and Submit Design Package

CONSULTANT will prepare the Design Submittal package based on CITY requirements and

WSDOT's Design Manual and submit the package for review and comment. The Design Plans are as described above and as summarized below:

Scope Item	Description
6.1	Index, Vicinity Map, Legend and General Notes
6.2	Site Preparation Plan
6.3	Horizontal Layout and Grading Plans
6.4	Roundabout Details
6.5	TESC Plan
6.6	Paving Plans and Roadway Sections
6.7	Drainage Plans
6.8	Pavement Marking and Signing Plans
6.9	Illumination Plans
6.10	Utility Relocation Plans
6.11	Traffic Control Plans
6.12	Specifications
6.13	Itemized Quantity Takeoff and Cost Estimate
6.14	Compile and Submit Design Package
8.0	Landscape/Irrigation Plans

Deliverables:

- 90% Design Plans
- Itemized Quantity Takeoff and Cost Estimate
- 90% Specifications
- Bid Forms

Task 7.0 FINAL DESIGN AND PS&E (100%)

Final Design (100%) shall consist of a 100% PS&E Plan Package. The Final Design plans will include all the following elements as described in Task 6 and including resolution of comments received on 90% submittal.

Deliverables:

- 100% Design Plans
- Itemized Quantity Takeoff and Cost Estimate
- 100% Specifications
- Bid Forms

Task 8.0 LANDSCAPE/URBAN DESIGN

The full scope of landscape/urban design services will be developed subsequent to the completion of the 30% design at which time areas requiring landscape restoration, landscape installation, hardscape installation, or art installation will be more fully known. No additional work on this task will be undertaken prior to written approval of scope and fee for services for this task.

8.1 Initial Landscape/Urban Design Coordination

Deliverables: To be determined

Task 9.0 CONSTRUCTABILITY REVIEW

The CONSULTANT will complete constructability reviews at the 30%, 90%, and 100% design milestones.

9.1 30% Constructability Review

The constructability reviewer will accompany lead designer on a plans-in-hand site visit to acquaint CONSULTANT with the Project and site.

The constructability review at this stage will be for areas of:

- Cost saving opportunities
- Constructability and operability
- Maintenance of traffic during construction
- Utility coordination

The constructability reviewer will submit a letter report detailing limits of the review, in the time and budget available, and highlighting key areas of concern.

9.2 90% Constructability Review

Review the 90% Plans, Project Manual/Contract Provisions, and Engineer's Estimate for such things as:

- General clarity
- Consistency among standard specifications, amendments, and special provisions/bid items
- Completeness and adequacy of bidding and contracting documents/forms
- Special Provisions for non-standard items
- Pay items for construction elements

The constructability reviewer will prepare and submit a Constructability Review Comments spreadsheet along with red-line markup of the documents.

9.3 100% Constructability Review

The constructability reviewer will complete a final review of 100% Plans, Project Manual/Contract Provisions and Preliminary Engineer's Estimate, prior to going to Ad. This review will be only to ascertain if previous review comments were addressed.

Task 10.0 GEOTECHNICAL

It is anticipated that the geotechnical services for the project will consist of a review of existing data to provide geotechnical parameters for design and construction of the retaining walls and illumination foundations. The CONSULTANT shall provide the following scope of services:

10.1 Review Existing Data

Collect and review existing geologic and geotechnical data available for the general vicinity.

10.2 Site Reconnaissance

Complete a site reconnaissance to observe site conditions, soil exposures, and plan the hand auger exploration locations. Complete a general assessment of the existing pavement distress.

10.3 Evaluate Near-Surface Soil Conditions

Evaluate near-surface soil conditions by completing hand auger borings outside the existing pavement area. Based on geologic maps, we anticipate soils will consist of recessional outwash deposits with a minor thickness of surficial fill. Depending on perched groundwater conditions or gravel content, borings may be appropriate during a subsequent phase if hand augers obtain refusal near the surface.

10.4 Geotechnical Laboratory Testing

Complete geotechnical laboratory testing to evaluate in-situ moisture contents and gradation characteristics to assess earthwork recommendations and LID feasibility. Depending on subsurface findings and stormwater design requirements, field infiltration testing may be required during a subsequent phase in accordance with KCSWDM guidelines as adopted by City of Lake Forest Park.

10.5 Evaluate Feasibility of Low Impact Drainage Design

Evaluate feasibility of low impact drainage design based on grain sized analyses of soils collected in the hand augers.

10.6 Pole Foundation Recommendations

Provide preliminary recommendations for design of the illumination pole foundations based on conditions encountered in the hand augers. Subsequent borings may be appropriate if the hand augers meet refusal without confirming subsurface conditions consistent with recessional outwash deposits.

10.7 Retaining Wall Recommendations

Provide recommendations for retaining walls including earthwork and subgrade preparation, placement and compaction of structural fill, allowable bearing pressure, and mitigation of unsuitable soil conditions. This will include an evaluation of the effects of weather and/or construction equipment on site soils.

10.8 Technical Memorandum

Summarize the results of the data review, hand augers and recommendations in a technical memorandum with appropriate figures.

Deliverables:

- Geotechnical Memorandum

Task 11.0 BID SUPPORT

The CONSULTANT will be available by phone and email to respond to contractor questions during the bidding period. All questions will be documented by the CITY and forwarded to the CONSULTANT for processing. The CONSULTANT assumes that up to three (3) addenda may be processed under this scope of work. The CONSULTANT will draft addenda, if any, and forward to the CITY for processing. The cutoff date for the Q&A and/or Addenda will be 3 working days prior to the bid advertisement date, as amended.

Deliverables:

- Prepare Responses to Bidder Questions
- Prepare up to three (3) Addenda

Task 12.0 CONSTRUCTION MANAGEMENT SUPPORT SERVICES

At the CITY'S discretion, a separate scope of work with an addendum to this contract will be prepared by the CONSULTANT for construction management support.

**Fee Estimate
SR 104/40TH PL SE ROUNDABOUT
Plans, Specifications, and Estimates**

Anticipated Work Tasks	VLS	MLM	ALB	MS	DH	JB	Task Hours	Task Cost
	PIC	Sr. Engr	Traffic Engr	Sr. Engr Tech CADD	Engr I	Admin		
	\$235.00	\$180.00	\$168.80	\$155.00	\$105	\$115.00		
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL	92	100	0	0	0	24	166	\$42,380.00
Task 1.1 Project Management	8	40				12	60	\$10,460.00
Task 1.2 Monthly Progress Reports and Invoices		12				12	24	\$3,540.00
Task 1.3 Progress Meetings	24	48					72	\$14,280.00
Task 1.4 Quality Control/Quality Assurance	60						60	\$14,100.00
Task 2.0 DATA COLLECTION AND SURVEY	0	16	2	4	0	0	22	\$3,837.00
Task 2.1 Obtain As-Builts and Contract Plan Sheets		2		2			4	\$670.00
Task 2.2 Review Relevant City Plans and Studies		2	2				4	\$697.00
Task 2.3 Verify Environmental Constraints		2					2	\$360.00
Task 2.4 Review Existing Utilitles		2					2	\$360.00
Task 2.5 Site Visits to Obtain Additional Information		6					6	\$1,080.00
Task 2.6 Obtain Topographical Survey		2		2			4	\$670.00
TASK 3.0 WSDOT APPROVALS/PRELIMINARY DESIGN (30%)	14	128	32	100	64	0	338	\$53,942.00
Task 3.1 Intersection Control Evaluation (ICE)	2	24	16				42	\$7,486.00
Task 3.2 Basis of Design and Modal Accommodation Report		8					8	\$1,440.00
Task 3.3 Geometric Design Peer Review	4	4		12			20	\$3,520.00
Task 3.4 WSDOT Channelization Plan for Approval	2	32	16	40	40		130	\$19,328.00
Task 3.5 Preliminary Paving and Grading Plan	4	32		32			68	\$11,660.00
Task 3.6 Drainage Report and Preliminary Drainage Plan		8					8	\$1,440.00
Task 3.7 Preliminary WSDOT Right-of-Way Plan		8					8	\$1,440.00
Task 3.8 Utility Coordination Plan		4		16			20	\$3,200.00
Task 3.9 Cost Estimate	2	8			24		34	\$4,430.00
TASK 4.0 ENVIRONMENTAL DOCUMENTATION	0	8	10	10	0	0	28	\$4,675.00
Task 4.1 NEPA							0	\$0.00
Task 4.2 Section 106 Cultural Resources Compliance			2	2			4	\$647.00
Task 4.3 SEPA		8	8	8			24	\$4,028.00
Task 5.0 RIGHT-OF-WAY ACQUISITION	2	12	0	12	0	0	26	\$4,490.00
Task 5.1 Review Title Reports							0	\$0.00
Task 5.2 Prepare Parcel Files							0	\$0.00
Task 5.3 Prepare True Cost Estimate							0	\$0.00
Task 5.4 Acquisition Forms							0	\$0.00
Task 5.5 Offer Packages							0	\$0.00
Task 5.6 Negotiation Services							0	\$0.00
Task 5.7 Vest Titles							0	\$0.00
Task 5.8 Coordination and Documentation	2	12		12			26	\$4,490.00
Task 5.9 Status Reports							0	\$0.00
Task 6.0 DESIGN (90%)	0	157	0	220	42	2	421	\$67,000.00
Task 6.1 Index, Vicinity Map, Legend, and General Notes		1		2			3	\$490.00
Task 6.2 Site Preparation Plan		2		8			10	\$1,600.00
Task 6.3 Horizontal Layout and Grading Plans		40		60			100	\$16,500.00
Task 6.4 Roundabout Details		16		32			48	\$7,840.00
Task 6.5 TESC Plan		2		2			4	\$670.00
Task 6.6 Paving Plans and Roadway Sections		8		2			10	\$1,750.00
Task 6.7 Drainage Plans		8		2			10	\$1,750.00
Task 6.8 Pavement Marking and Signing Plans		12		32			44	\$7,120.00
Task 6.9 Illumination Plans		8		32			40	\$6,400.00
Task 6.10 Utility Relocation Plans		8		8			16	\$2,680.00

Task 6.11 Traffic Control Plans	8		32			40	\$6,400.00	
Task 6.12 Specifications	32					32	\$5,760.00	
Task 6.13 Itemized Quantity Takeoff and Cost Estimate	8			40		48	\$5,640.00	
Task 6.14 Compile and Submit Design Package	4		8	2	2	16	\$2,400.00	
Task 7.0 FINAL DESIGN AND PS&E (100%)	0	81	0	113	12	2	208	\$33,585.00
Task 7.1 Index, Vicinity Map, Legend, and General Notes	1			1		2	\$335.00	
Task 7.2 Site Preparation Plan	1			4		5	\$800.00	
Task 7.3 Horizontal Layout and Grading Plans	20			30		50	\$8,260.00	
Task 7.4 Roundabout Details	8			16		24	\$3,920.00	
Task 7.5 TESC Plan	1			2		3	\$480.00	
Task 7.6 Paving Plans and Roadway Sections	4			2		6	\$1,030.00	
Task 7.7 Drainage Plans	4			2		6	\$1,030.00	
Task 7.8 Pavement Marking and Signing Plans	6			16		22	\$3,560.00	
Task 7.9 Illumination Plans	4			16		20	\$3,200.00	
Task 7.10 Utility Relocation Plans	4			4		8	\$1,340.00	
Task 7.11 Traffic Control Plans	4			16		20	\$3,200.00	
Task 7.12 Specifications	16					16	\$2,880.00	
Task 7.13 Itemized Quantity Takeoff and Cost Estimate	4				10	14	\$1,770.00	
Task 7.14 Compile and Submit PS&E Package	4		4	2	2	12	\$1,780.00	
Task 8.0 LANDSCAPE/URBAN DESIGN	0	12	0	12	0	0	24	\$4,020.00
Task 8.1 Initial Landscape/Urban Design Coordination	12			12			24	\$4,020.00
Task 9.0 CONSTRUCTABILITY REVIEW	0	4	0	0	0	0	4	\$720.00
Task 9.1 Constructability Review (30%)	1						1	\$180.00
Task 9.2 Constructability Review (90%)	2						2	\$360.00
Task 9.3 Constructability Review (100%)	1						1	\$180.00
Task 10.0 GEOTECHNICAL	0	8	0	0	0	0	8	\$1,440.00
Task 10.1 Collect Existing Data	1						1	\$180.00
Task 10.2 Site Reconnaissance	1						1	\$180.00
Task 10.3 Evaluate Near Surface Conditions							0	\$0.00
Task 10.4 Laboratory Testing							0	\$0.00
Task 10.5 Evaluate LID	2						2	\$360.00
Task 10.6 Foundation Recommendations	1						1	\$180.00
Task 10.7 Retaining Wall Recommendations	1						1	\$180.00
Task 10.8 Technical Memorandum	2						2	\$360.00
Task 11. BID SUPPORT	0	16	0	16	0	4	36	\$5,820.00
Task 12 CONSTRUCTION MANAGEMENT SUPPORT	0	0	0	0	0	0	0	\$0.00
Totals	108	542	44	487	118	32	1271	\$221,909.00

Hours Total Labor Total

Direct Expenses	
Survey Subconsultant - Alliance Geomatics	\$56,530.00
Civil Subconsultant - Terraviva	\$108,036.00
ENV Subconsultant - Widener (Allowance)	\$10,000.00
GeoTech Subconsultant - Geoengineers	\$11,736.00
Constructability Review Subconsultant - KBA	\$9,680.00
Landscape Subconsultant Berger Partnership (Allowance)	\$10,000.00
Design Services Subtotal Total	\$427,891.00
Management Reserve Fund	\$19,090.00
Design Total Not to Exceed	\$446,881.00
ROW Acquisition Services	
ROW Subconsultant	\$69,348.00
Grand Total Not to Exceed	\$516,329.00



Scope of Services

Background

This is a skewed, four-legged intersection with stop control for the Southbound (40th Place NE) and Westbound (NE 184th Street) approaches. The geometry of the Intersection is problematic for many users including misaligned legs that lead to confusion over which route is SR 104, and lack of sight distance which makes turning left onto SR 104 and pedestrian crossings hazardous. Moreover, the intersection lacks amenities for those choosing to walk or bike.

Project Limits

Full Mapping:

Entirety of the intersection stated above along with 200' North along 40th Place NE, 200' East along NE 184th Street, 450' West along SR 104, and 250' South along SR 104.

Mapping will extend for the full ROW width plus 20' beyond ROW were possible.

Limited Mapping:

Extending an additional 100' along 40th Place NE and NE 184th Street, and an additional 300' North and South along SR 104.

Mapping will be from edge of roadway to edge of roadway

1. Surveying and Mapping

1.1. Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

1.2. Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

- Geodetic Survey Control (Coordinates)
 - o Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates
 - o Horizontal
 - Typically, survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 Revised Code of Washington.
 - o Vertical



Typically, the Vertical Datum for the survey work shall reference the North American Vertical Datum of 1988 (NAVD88).

- Cadastral Survey Control (Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States.)
- Units shall be in US Survey Feet.

1.3. Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort. 1 Alliance will be using a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

1 ALLIANCE will provide ground-based topographic surveys to generate basemaps at a 1"=20' scale and to prepare DTM generated 1-foot contours. Field survey will pick up curbs, edges of pavements, drainage structures (centers of lids), fences, mailboxes, retaining structures, culverts, guard rails, utility surface features, field markings of existing sub-surface utilities, traffic and business signs, striping, trees (type and size for trees over 6-inches DBH), and limits of landscape areas.

CONSULTANT will obtain Right of Entry for survey on private property. 1 ALLIANCE will use appropriate signage, high-visibility clothing and traffic control devices while performing field survey.

1.4. Utility Surveying Services

1 ALLIANCE will locate all visible surface features of subsurface utilities.

1 ALLIANCE will subcontract a private utility locating company to mark the horizontal locations of conductible utilities within the full mapping area. 1 ALLIANCE will survey the utility markings for incorporation into the basemap.

Measure Downs for sewer manholes, catch basins and storm drain manholes with pipe size, material, direction, and invert elevations will be obtained, if possible, at each structure. Nearest drainage structure outside the mapping limits will also be collected.

1.5. Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s). Breaklines will be created along curbs, walls, and other surface features in order to generate an accurate Digital Terrain Model.



For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

1.6. Right-of-Way/Boundary Resolution and Acquisition Support

Right-of-Way and parcel boundaries will be resolved within the full mapping area.

Up to 15 parcels will be resolved along with easements that affect the parcel.

The CONSULTANT will provide title reports for each parcel being resolved.

Up to 5 land descriptions and exhibits will be prepared to support temporary construction easement or ROW acquisition

Exhibit A – Survey Limits



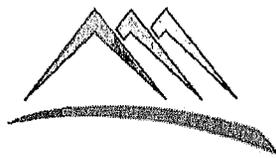
1 Alliance Geomatics
Bellevue | Everett | Tacoma | Portland
Main 425.598.2200 | Fax 425.502.8067
1261A 120th Ave NE, Bellevue, WA
980053 1

PROJECT	NUMBER	20-199
	NAME	SR 104 Roundabout
	CLIENT	Transportation Solutions
	OWNER	City of Lake Forest Park

Date 28-Dec-20 2020-21 WSDOT OH - Loaded Rates
 by MG
 ckd BB



TASK	2020-21 WSDOT OH - Loaded Rates											FEE			
	Director	Land Surveyor 3	Land Surveyor 3	Land Surveyor 2	Eng Aid 4	Eng Aid 4	Eng Aid 4	Eng Aid 2	Eng Aid 2	Admin Assist 5	Admin Assist 5				
	Principal	PM	QM	PLS/Project	CADD 5	CADD 4	TECH 5	TECH 3	TECH 3	APM	ACCT				
	\$ 248.00	\$ 175.00	\$ 131.00	\$ 131.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 93.00	\$ 93.00	\$ 127.00	\$ 127.00				
No.	DESCRIPTION	HRS												TASK	
1	PM; Admin; QA/QC	25	2	8								8	8	\$ 3,928	
2	Survey Control	45	1	4	2	6		15	15					\$ 5,420	
3	3D Laser Scanner	21	1	4				8	8					\$ 2,660	
4	Field Mapping	110	2	8				40	40	20				\$ 12,315	
5	Utility Locates and Mapping	18		2				8	8					\$ 2,062	
6	Office Processing	65	1	4	4		56							\$ 8,248	
7	ROW/Boundary/Easements	130		8	8	90		8	8	8				\$ 16,694	
TOTAL HOURS		415	7	38	14	96	56	0	80	80	28	8	8	415	
			\$ 1,736.00	\$ 6,650.00	\$ 1,834.00	\$ 12,576.00	\$ 6,776.00	\$ -	\$ 9,680.00	\$ 7,440.00	\$ 2,604.00	\$ 1,016.00	\$ 1,016.00	\$ 51,328.00	
			TOTAL DIRECT BURDENED SALARY COSTS											\$ 51,328	
			OTHER DIRECT COSTS												
MILEAGE	(ONE WAY)	20	MILEAGE (TOTAL MILES)		800	PER DIEM (DAYS)		\$ 0.575	DRAFT					\$ 460	
	number of field days	20	LODGING (DAYS)			MATERIALS & SUPPLIES								Scanner Rental	\$ 2,242
NOTES			OTHER (DESCRIBE)			SUE LOCATES								Utility Locates (APS)	\$ 1,500
									Traffic Control (Uniformed Officer)	\$ 1,000					
			TOTAL OTHER DIRECT COSTS											\$ 5,202	
			GRAND TOTAL FEE ESTIMATE											\$ 56,530	



TerraVista NW LLC

Consulting Engineers

Project Description

The project is located at the intersection of SR-104 and 40th PL NE in Lake Forest Park, Washington and will include development of a roundabout to replace the existing intersection. Transportation Solutions will be the Prime Consultant and will provide the layout of the roundabout. TerraVista NW will prepare the civil grading, drainage, utilities, and hardscape documentation.

This scope of services shall be for the Engineering Phase of the project, which will follow a schedule of 30%, 90%, and 100% completion. The 30% submittal will coincide with the submittal to WSDOT for review of the traffic control plan.

Scope of Work

Task 1 – Project Management and Coordination

TerraVista NW will perform the following tasks:

- Contract management
- Coordinate with the Client on project design, budget, and schedule
- Perform up to two (2) in-person meetings
- Participate in periodic online coordination meetings.
- Provide up to 8 hours of support with public outreach
- Perform QA/QC review

Task 2 – Data Gathering and Engineering

TerraVista NW will perform the following tasks:

- Review studies and documentation provided by others
- Perform up to two (2) site visits
- Review available information on existing utilities within the area.
- Perform stormwater hydrologic and hydraulic calculations
- Prepare stormwater drainage report

Task 3 – Preliminary Design

TerraVista NW will prepare 30% design documents that will include:

Plans

- Traffic control plan
- Road Cross Sections
- Grading Plan
- Grading Profiles
- Drainage Plan
- Paving Plan
- Utility Plan

Technical Specifications
Opinion of Probable Cost

Task 4 – Final Design

TerraVista NW will prepare 90% and 100% design documents that will include:

Plans

- Traffic control plan
- Erosion control and site prep plan
- Road Cross Sections
- Curb Layout Plan
- Grading Plan
- Grading Profiles
- Drainage Plan
- Drainage Profiles
- Paving Plan
- Island Details
- ADA Ramp Details
- Utility Plan
- Misc Details

Technical Specifications

Opinion of Probable Cost

Assumptions

1. TerraVista NW will issue electronic files to Client their records. Hard copies will not be provided.
2. Permitting and approval will only be required through WSDOT for traffic control plan and the City of Lake Forest Park for the design.
3. Support for public outreach by TerraVista NW will be minimal and less than 8 hours of effort.
4. As a transportation project, the project is exempt from stormwater quantity and quality control.
5. Quantitative downstream stormwater analysis will not be required.
6. Relocation design of franchise utilities (dry utilities) will be provided by utility purveyors.
7. Relocation of water and sewer mains will not be required.
8. Relocation of up to two fire hydrants and 8 water meters may be necessary
9. TSI will prepare project manual
10. TSI will perform all permit coordination.
11. Right-of-way coordination and documentation will be provided by others.

Exclusions

1. Construction Support Services
2. Channelization Plan
3. Signage Plan
4. Landscape and Irrigation Plan
5. Pump/lift stations
6. Retaining wall design and detailing
7. Notice of Intent (NOI) to Dept of Ecology
8. SEPA checklist



Task #	Description	PIC/PM	Engineer III	Engineer III	Total Hours
		ES \$185	RP \$196	KH \$196	
Task 1	Project Management and Coordination				
	Coorespondence and coordination with team	30	12		42
	Contract management	8			8
	Attend Meetings	12	12		24
	Public Outreach	8			24
	QA/QC	24			
Task 2	Data Gathering and Engineering				
	Review documentation	2	12		14
	Perform site visits	12	12		24
	Perform stormwater calculations	4	16		
	Prepare drainage report	2	16		
Task 3	Preliminary Design				
	Prepare 30% Plans	44	180		224
	Prepare 30% Technical Specifications	16			16
	Prepare 30% Opinion of Probable Cost	8	8		16
Task 4	90% Design				
	Prepare 90% Plans	20	100	78	198
	Prepare 90% Technical Specifications	6			6
	Prepare 90% Opinion of Probable Cost	2	8		10
Task 5	100% Design				
	Prepare 100% Plans	8	36	10	54
	Prepare 100% Technical Specifications	4			4
	Prepare 100% Opinion of Probable Cost	2	6		8
	Subtotal Hours	212	418	88	672
	Subtotal Fee	\$ 39,220	\$ 56,848	\$ 11,968	
TOTAL FEE					\$ 108,036

**PROPOSED GEOENGINEERS SCOPE OF SERVICES
BALLINGER WAY NE (SR 104) AND 40TH PLACE NE ROUNDABOUT
LAKE FOREST PARK, WASHINGTON**

FILE NO. 197-009-00

GeoEngineers is pleased to present our scope of services for the proposed roundabout to be located at the intersection of Ballinger Way NE, 40th Place NE and NE 184th Street in Lake Forest Park, Washington. Our scope is based on our discussions with Transportation Solutions, our experience working on similar pavement projects, and our experience working on geotechnical projects within Lake Forest Park. Our services are requested to complete a site reconnaissance, and evaluate near-surface soils outside of the existing pavement area by completing hand augers as a basis for providing preliminary geotechnical recommendations for earthwork, retaining walls, illumination pole foundations, and a preliminary assessment of infiltration feasibility. Based on our project understanding, we propose our scope of services include the following tasks:

1. Collect and review existing geologic and geotechnical data available for the general vicinity.
2. Complete a site reconnaissance to observe site conditions, soil exposures, and plan the hand auger exploration locations. Complete a general assessment of the existing pavement distress.
3. Evaluate near-surface soil conditions by completing hand auger borings outside the existing pavement area. Based on geologic maps, we anticipate soils will consist of recessional outwash deposits with a minor thickness of surficial fill. Depending on perched groundwater conditions or gravel content, borings may be appropriate during a subsequent phase if hand augers obtain refusal near the surface.
4. Complete geotechnical laboratory testing to evaluate in-situ moisture contents and gradation characteristics to assess earthwork recommendations and LID feasibility. Depending on subsurface findings and stormwater design requirements, field infiltration testing may be required during a subsequent phase in accordance with KCSWDM guidelines as adopted by City of Lake Forest Park.
5. Evaluate feasibility of low impact drainage design based on grain size analyses of soils collected in the hand augers.
6. Provide preliminary recommendations for design of the illumination pole foundations based on conditions encountered in the hand augers. Subsequent borings may be appropriate if the hand augers meet refusal without confirming subsurface conditions consistent with recessional outwash deposits.
7. Provide recommendations for retaining walls including earthwork and subgrade preparation, placement and compaction of structural fill, allowable bearing pressure, and mitigation of unsuitable soil conditions. This will include an evaluation of the effects of weather and/or construction equipment on site soils.
8. Summarize the results of our data review, hand augers and recommendations in a technical memorandum with appropriate figures.

GEOENGINEERS LABOR HOURS ESTIMATE

Job Numbers		197-009-00	Job Name:		Ballinger Way NE and 40th Ave NE Roundabout			Owner:	City of Lake Forest Park		
Client:		TSI									
		\$246.00	\$231.00	\$188.00	\$164.00	\$145.00	\$112.00	\$98.00	Total Hours	Total Labor Cost	
Task	Task Description	Principal/ Associate	Senior Engineer	Project Engineer	Staff Engineer	GIS/CAD	Admin 3	Admin 2			
1	Data Review/Project Setup and Coordination and Management	1		4			2	1	8	1,320	
2	Site Reconnaissance			6			2		8	1,352	
3	Hand Auger Explorations/Logs			2	8		1	2	13	1,995	
4	Sample Review and Laboratory Testing			2	2				4	704	
5-7	Engineering Analyses/Recommendations	2		8	4		2	2	16	2,696	
8	Technical Memorandum, Site Plan and Figures	2		8	2	4	2		18	3,128	
Total Labor		5	0	28	16	4	9	5	67	\$11,196	
Total Labor Costs			\$11,196								

Expenses

Field Equipment and Expenses/Mileage	
Subcontracted Drilling	
Subcontracted Private Locate and Air-Knife	0
Laboratory Tests	
440	
Total Expenses	

Total Fee Estimate	\$11,736
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SCOPE OF WORK

Right of Way Acquisition Services for the City of Lake Forest Park for the SR105/50th Place Roundabout Project. We will furnish these services under the processes and procedures as outlined in CH 568-100 WAC and the City's Property Acquisition Policies and Procedures, Washington State Department of Transportation's Local Agency Guideline Manual, M36-63 and the Right of Way Manual.

The overall right-of-way acquisition objectives are:

1. Negotiate to purchase Temporary Construction Easements from two parcels, and right-of-way in fee from five parcels;
2. Determine property values for five parcels;
3. Assist the City of Lake Forest Park with the acquisition forms

We outline a specific list of Performance Objectives in the following paragraphs.

SPECIFIC OBJECTIVES

The key objectives for this project include:

1. Review title reports. Provide the City of Lake Forest Park with a parcel summary memo listing ownership, title exceptions, existing easements, or other rights of record, and comments or concerns for (5 parcels);
2. Prepare and setup parcel files (5 parcels);
3. Prepare a True Cost Estimate;
4. Prepare acquisitions forms needed to get temporary construction easements for driveway adjustments for three parcels and fee acquisitions for five parcels;
5. Prepare and review offer package and package assemblage. This proposal does not include condemnation, or the preparation and negotiations of a Possession and Use agreements.
6. Provide negotiation services for the purchase of temporary construction easements and right-of-way in fee from (five parcels);
7. Obtain appraisal reports and review appraisal reports prepared by a fee appraisers approved by the Washington State Department of Transportation, a total of five parcels.
8. Coordinate with the title company to get titles vested in the City, prepare payment vouchers title policy and recording fees, and submit to City to process payment for the parcel (The City will issue actual payment of all fees and closing costs such as title policies, recording fees, and escrow services) - (5 parcels);
9. Provide overall coordination for right-of-way activities; maintain records, parcel diary reports, files, documents and reports (four parcels);
10. provide written status reports on a monthly basis and provide verbal status reports as requested;
11. Attend monthly project status meetings as requested (maximum of 1 meeting); and
12. Deliver completed file to the City of Lake Forrest Park, a total of five parcel files.

PROJECT SCOPE EXCLUSIONS

1. Those services related to getting releases of encumbrances from title, which require legal action;
2. Condemnation support, preparing and negotiating P&U agreements, and subsequent litigation;
3. Closing costs such as recording fees, escrow services, title insurance fees, title reports, transfer taxes, penalty costs for pre-payments; costs of a pre-existing mortgage; the pro rate share of real property taxes paid after vesting title to the CITY;
4. Continuing negotiations for those parcels listed for condemnation or for possession and use agreements;
5. Appraisal and appraisal review fees for litigation;
6. Relocation Assistance; and
7. Legal descriptions.

Proposal
SR104/40th Place Roundabout

Item 1: Project Administration	Prop Mgt	Admin	PM / Sr.		ROW Tech	Title	REO	Escrow	Total
			Acq Agent	Acq Agent					
Coord w/ TS and City of Lake Forest Park			10						10
Certification Assistance -			0	0					0
Clerical -									0
Contract Admin -			5						5
Administrative Offer Summaries/ TCE			15						15
Progress Reporting -			16						16
True Cost Estimate			0						0
Coord w/ Subconsultants-			7						7
Hours:	0		53	0		0	0	0	53
Direct Labor \$:		0.00	7,155.00	0.00	0.00				\$ 7,155.00

Item 2: Right-of-Way Acquisition	Prop Mgt	Admin	PM / Sr.		ROW Tech	Title	REO	Escrow	Total
			Acq Agent	Acq Agent					
Title, Plans, and Appr. Review			8	8	4				20
Pre-Offer/File Setup/Document Prep			20	20	4				44
Negotiations - 1 Parcel (3 Property Owners)			65	55					120
Clearing Title -			25	20					45
Condemn Support -			0						0
Data/file & Diary Management, Maintenance and overall ROW activities.			6	6	8				20
Hours:	0	0	124	109	16	0	0	0	249
Direct Labor \$:		0.00	16,740.00	12,535.00	1,648.00				\$ 30,923.00

Direct Labor Totals:

Hours:	0	0	177	109	16	0	0	0	302
Dollars:	0	0.00	23,895.00	12,535.00	1,648	0	0	0	\$ 38,078.00

Direct Salary Cost: \$ 38,078.00

Per Parcel Breakdown:

Five Parcels

Direct Labor Rate: n/a
Audited Overhead Rate: n/a
Profit: n/a

Composite Multiplier:
*Total Labor Fee: \$ 38,078.00

Expenses:	
Review Appraisal	\$ 6,000.00
Appraisal (3)	\$ 25,000.00
Mileage/Travel	\$ 175.00
Reprographic, Copy, & Printing	\$ 55.00
Courier Overnight Postage	\$ 40.00
Subtotal:	\$ 31,270.00
*TOTAL	\$ 69,348.00

Amendment No. 3 to the
Professional Services Agreement between the
City of Lake Forest Park and Transportation Solutions, Inc.
Dated January 21, 2021

The Professional Services Agreement between the City of Lake Forest Park and Transportation Solutions, Inc., AG 21-002, Amendment No. 1, and Amendment No. 2 (collectively, the "Agreement"), is amended by this Amendment No. 3 to the Agreement and is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

1. Exhibit A (Scope of Work) of the Agreement is amended to include the attached "Exhibit A – Amendment No. 3". This addendum to the scope of work includes construction management services and construction management support services.
2. Section 2 of the Agreement is hereby amended as follows:

Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, as amended, including all services and expenses, shall not exceed ~~one million, forty-three thousand, five hundred, twenty dollars and seventy-five cents (\$1,043,520.75)~~ **one million, seven-hundred and ninety-six thousand, eight-hundred and fifty-two dollars and fifty-six cents (\$1,796,852.56)** as shown on Exhibit B, as amended, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

3. Exhibit B of the Agreement is hereby amended to include the attached "Exhibit B – Amendment No. 3".

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

CITY OF LAKE FOREST PARK

TRANSPORTATION SOLUTIONS, INC.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

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Scope of Services
SR 104/40th PI SE Roundabout Improvement Project
Construction Phase

SCOPE OF WORK

During the term of this Agreement, Transportation Solutions Inc. (TSI), (CONSULTANT), shall coordinate with the construction management (CM) consultant Consor Engineers (Consor) (CM SUBCONSULTANT) who shall perform professional services for TSI, including construction contract administration and inspection for the SR 104/40th PI NE Roundabout project (PROJECT) for the City of Lake Forest Park (CITY). The project construction, including construction support services are state and locally funded. This document shall be used to plan, conduct, and complete the work on the PROJECT.

The scope of services for the CONSULTANT is identified in Section V, Scope of Work. The scope of services for the CM SUBCONSULTANT is identified in Section VI, Scope of Work and detailed in Exhibit A. The scopes of services for other SUBCONSULTANTS are included in Section VII, Scope of Work with details as applicable in the fee proposal portion of this agreement.

I. BACKGROUND

The project improvements include upgrading of the intersection of SR 104 (Ballinger Way) / 40th PI NE and NE 184th Street with construction of a roundabout, involving earthwork and grading, retaining walls, full depth pavement replacement, planing and overlay of roadways, storm drainage, and waterline improvements, adjusting utility appurtenances, cement concrete curb, gutter, and sidewalk, driveway improvements, channelization and signing, landscaping, an irrigation system, off-site tree planting, and other related items of work.

The on-site construction is expected to be a total of 257 working days. The construction of the elements of the project located at the northeast and southeast areas of the project limits, including but not limited to: clearing and grubbing, grading, furnishing of materials and construction/installation of Wall #2, Wall #3, Wall #4, Stormwater Vault, Stormwater Treatment Manhole, Oil/Water Separator, Biofilter Vault, stormwater catch basins and pipe, as shown in Plans shall be completed within the first 130 working days of the contract.

A suspension of work, in accordance with Section 1-08.6 Suspension of Work, following completion of the work described to take place in the first 130 working days of the contract will be implemented to allow for work by others to relocate overhead and underground utilities. Following the suspension of work and 180 calendar days for utility work by others, the Contractor shall resume work on the project and complete the work in an additional 127 working days, for a combined total of 257 working days for the City’s contractor.

The project is anticipated to be advertised on or about April 30, 2025, and bids are to be opened by the City on May 28, 2025. Work is to be completed in 2026, with a significant portion of the 2025 calendar year anticipated to be used for the contractor to procure long lead equipment (stormwater detention and water quality vaults) for the PROJECT. Procurement of this material is expected to take at least 3 to 6 months based upon experience gained working on similar projects. Work on this project by the

CONSULTANT and SUBCONSULTANTS, as applicable, will begin with review of submittals provided by the contractor for the long-lead order items.

II. DESCRIPTION OF WORK

The work to be performed by the CONSULTANT and its subconsultants consists of providing construction administration, inspection, materials testing, and project management for the PROJECT. This work consists of attending project meetings setup by the CITY, corresponding with the parties involved, schedule tracking, submittal tracking, on-site inspection, materials testing, field notes and quantities, support documentation for the pay estimate preparation, aiding in change order preparation, and support to the CITY necessary to ensure that the work is construction administered and inspected in accordance with the contract plans and specifications.

TSI is providing professional services to the CITY in connection with the engineering for the project. Consor is acting as Construction Project Manager and is a subconsultant to TSI. Consor is providing construction contract administration and inspection services to the CITY. A materials testing company will be a vendor to Consor. The specific vendor to provide these materials testing services will be determined based upon availability closer to the time of need. Specific work items prepared by Consor will be done in accordance with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Manual.

III. CONSTRUCTION MANAGEMENT TEAM

The Construction Management Team is made up of the following firms/organizations:

- Owner (CITY)..... City of Lake Forest Park
- Prime (CONSULTANT) Transportation Solutions, Inc. (TSI)
- Constr. Mgmt./Inspection (CM SUBCONSULTANT) Consor Engineers (Conсор)
- Materials Testing Services tbd
- Civil Engineering, Grading, Drainage (SUBCONSULTANT) ... TerraVista NW (TVNW)
- Geotechnical (SUBCONSULTANT) GeoEngineers (GEO)
- Structural Engineering, Walls (SUBCONSULTANT)..... David Evans and Associates (DEA)
- Landscape Architect (SUBCONSULTANT) The Berger Partnership (TBP)
- Arborist (SUBCONSULTANT)..... Facet (FCT)

IV. ASSUMPTIONS AND LIMITATIONS

This scope of work is based on the following assumptions:

- Construction survey will be provided by the Contractor.
- Consor will contract directly with a material testing laboratory of their choice. The materials testing laboratory shall be capable of providing all necessary material inspection, testing and administration including:
 - Soil and aggregate materials testing.

- Proctor analysis and in-place density testing for aggregates.
- Concrete testing and concrete cylinders.
- Distribution of all test/special inspection reports to Consor, City, Contractor, TSI, and other stakeholders as identified at the pre-construction meeting.
- The City will conduct all award, and contract execution activities with review for LAG Manual compliance by Consor.
- The City, Consor, and TSI will coordinate and conduct the pre-construction meeting.
- The detailed scope of services for Consor is identified in a companion document included with this supplemental agreement and identified as Exhibit A.

V. SCOPE OF WORK ITEMS – Prime (CONSULTANT)

12.0 CONSTRUCTION MANAGEMENT SUPPORT SERVICES

12.1 Project Management and Administration

CONSULTANT shall submit a single monthly invoice, which will include the billing requests from the subconsultant. CONSULTANT shall submit monthly invoices and status reports to the CITY and track the project budget and schedule. TSI will subcontract day-to-day project construction administration and inspection services to Consor.

The cost estimate for construction support services provides budget amounts for reimbursable expenses to include but not be limited to mileage, testing, shipping reproductions, office supplies, printing fees and mitigation services directly related to the completion of the work, and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursable expenses.

If mutually agreed upon by the CITY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in this scope of work. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

12.2 Pre-Construction Activities

As requested by the CITY, the CONSULTANT will attend the pre-construction meeting. For budgetary purposes, it is assumed the CONSULTANT will attend the pre-construction meeting in person. The CITY and Consor will coordinate preparations for the pre-construction meeting.

12.3 Construction Project Meetings

The CONSULTANT will attend construction project meetings on an as-needed basis and consistent with the labor hours identified in the budget estimate.

12.4 Requests for Information (RFIs)

The CONSULTANT shall provide responses to RFIs in a timely manner and consistent with the labor hours identified in the budget estimate. It is expected that the CITY will need RFI responses within three (3) business days of the request, however more or less time may be allocated for this task depending on the nature of the issue raised.

12.5 Review and Approval of Shop Drawings/Submittals

The CONSULTANT shall evaluate shop drawings, and proposals for substitutions of materials and procedures as submitted by the Contractor for general conformance with the project requirements and intent. The CONSULTANT shall provide review and approval of shop drawings and other submittals within five (5) business days. It is anticipated that the CONSULTANT will only review materials related to the traffic signal system and that Consor will review materials for other elements of the project.

VI. SCOPE OF WORK ITEMS – Construction Management / Inspection (CM SUBCONSULTANT)

13.0 CONSTRUCTION MANAGEMENT/INSPECTION SERVICES

The CM SUBCONSULTANT shall provide the consultant services as outlined in the accompanying document, which is also identified as Exhibit A.

VII. SCOPE OF WORK ITEMS – On-Call Support (Other SUBCONSULTANTS)

14.0 ON-CALL CONSTRUCTION SUPPORT SERVICES

SUBCONSULTANTS that provided design services during the design phase will be retained for the PROJECT on an on-call basis. The level of effort will be limited to the allowance outlined in the budget or the specific scope of services and corresponding budget included identified and included in this agreement.

Exhibit B - Amendment No. 3

**Amendment No. 3
Fee Estimate
SR 104/40TH PL SE ROUNDABOUT
Improvement Project**

**Anticipated Work Tasks
for On-Call Construction Support**

	KAH	MJS	JAB		
	PM	Sr. Engr Tech CADD	Admin	Task hours	Task Cost
	\$289.00	\$179.00	\$167.00		
Task 12.0 PROJECT MANAGEMENT AND ADMINISTRATION	84	0	18	102	\$27,282.00
Task 12.1a Project Management	20		2	22	\$6,114.00
Task 12.1b Monthly Progress Reports and Invoices	16		16	32	\$7,296.00
Task 12.1c Progress Meetings	48			48	\$13,872.00
TASK 12.2 PRE-CONSTRUCTION ACTIVITIES	18	6	0	24	\$6,276.00
Task 12.2a Coordinate with City and CM Team	12	4		16	\$4,184.00
Task 12.2b Attend Pre-Construction Meeting	4			4	\$1,156.00
Task 12.2c Prepare Documentation for Contractor	2	2		4	\$936.00
Task 12.3 CONSTRUCTION COORDINATION	40	12	0	52	\$13,708.00
Task 12.3a Attend Construction Project Meetings	16			16	\$4,624.00
Task 12.3b Address Issue from Construction Project Meetings	24	12		36	\$9,084.00
Task 12.4 REQUESTS FOR INFORMATION (RFI)	44	20	0	64	\$16,296.00
Task 12.4a Coordinate with CM Team	24			24	\$6,936.00
Task 12.4b Prepare Response to RFI	20	20		40	\$9,360.00
Task 12.5 REVIEW AND APPROVE SHOP DRAWINGS/SUBMITTAL	28	12	0	40	\$10,240.00
Task 12.5a Coordinate with CM Team	16			16	\$4,624.00
Task 12.5b Review and Prepare Response to Submittals	12	12		24	\$5,616.00
Totals	214	50	18	282	\$73,802.00
				Hours Total	Labor Total

Direct Expenses

Terra Vista, Civil Engineering Subconsultant	\$30,100.00
DEA Structural Engineering Subconsultant (allowance)	\$10,000.00
GeoEngineers, Geotechnical Subconsultant (allowance)	\$5,000.00
The Berger Partnership, Landscaping Subconsultant	\$13,790.00
Facet, Arborist Subconsultant	\$18,259.20
Subtotal Subconsultants	\$77,149.20

Amendment #3 On-Call Construction Support Services Subtotal Total **\$150,951.20**

Amendment #3 Management Reserve Fund \$0.00
Amendment #3 Subtotal with MRF **\$150,951.20**

Construction Management Services

Consor, Construction Management Subconsultant \$602,380.61

Amendment #3 Total Not to Exceed **\$753,331.81**

Management Reserve Funds Remaining after Contract Modification #8 \$0.00
Management Reserve Funds after Amendment #3 \$0.00

Maximum Amount Payable after Amendment #2 \$1,043,520.75

New Maximum Amount Payable **\$1,796,852.56**

**Amendment No. 3
Fee Estimate
SR 104/40TH PL SE ROUNDABOUT
Improvement Project**

**Anticipated Work Tasks
for On-Call Construction Support**

Task 12.0 PROJECT MANAGEMENT AND ADMINISTRATION
Task 12.1a Project Management
Task 12.1b Monthly Progress Reports and Invoices
Task 12.1c Progress Meetings

TASK 12.2 PRE-CONSTRUCTION ACTIVITIES
Task 12.2a Coordinate with City and CM Team
Task 12.2b Attend Pre-Construction Meeting
Task 12.2c Prepare Documentation for Contractor

Task 12.3 CONSTRUCTION COORDINATION
Task 12.3a Attend Construction Project Meetings
Task 12.3b Address Issue from Construction Project Meetings

Task 12.4 REQUESTS FOR INFORMATION (RFI)
Task 12.4a Coordinate with CM Team
Task 12.4b Prepare Response to RFI

Task 12.5 REVIEW AND APPROVE SHOP DRAWINGS/SUBMITTAL
Task 12.5a Coordinate with CM Team
Task 12.5b Review and Prepare Response to Submittals

Expenses

Totals

	TSI Prime Design Consultant	TerraVista NW Civil, Grading, Drainage	DEA Walls, Structures Environmental	GeoEngineers, Geotechnical Support	Berger Landscape Arch. Onsite Planting	Facet, Arborist, Onsite Review Offsite Planting	Combined
	\$27,282.00	\$4,540.00					\$31,822.00
	\$6,276.00	\$2,484.00					\$8,760.00
	\$13,708.00	\$8,600.00	\$5,000.00	\$5,000.00	\$4,495.00	\$10,032.00	\$46,835.00
	\$16,296.00	\$8,600.00	\$5,000.00		\$4,495.00	\$3,315.00	\$37,706.00
	\$10,240.00	\$5,876.00			\$4,550.00	\$4,712.00	\$25,378.00
					\$250.00	\$200.20	\$450.20
	\$73,802.00	\$30,100.00	\$10,000.00	\$5,000.00	\$13,790.00	\$18,259.20	\$150,951.20



Task #	Description	PIC/PM ES \$227	Engineer III RP \$167	Task Hours	Task Cost
Task 12.0	PROJECT MANAGEMENT AND ADMINISTRATION	20	0	20	\$ 4,540.00
Task 12.1a	Project Management				
Task 12.1b	Monthly Progress Reports and Invoices				
Task 12.1c	Progress Meetings				
TASK 12.2	PRE-CONSTRUCTION ACTIVITIES	8	4	12	\$ 2,484.00
Task 12.2a	Coordinate with City and CM Team				
Task 12.2b	Attend Pre-Construction Meeting				
Task 12.2c	Prepare Documentation for Contractor				
Task 12.3	CONSTRUCTION COORDINATION	32	8	40	\$ 8,600.00
Task 12.3a	Attend Construction Project Meetings				
Task 12.3b	Address Issue from Construction Project Meetings				
Task 12.4	REQUESTS FOR INFORMATION (RFI)	32	8	40	\$ 8,600.00
Task 12.4a	Coordinate with CM Team				
Task 12.4b	Prepare Response to RFI				
Task 12.5	REVIEW AND APPROVE SHOP DRAWINGS/SUBMITTALS	20	8	28	\$ 5,876.00
Task 12.5a	Coordinate with CM Team				
Task 12.5b	Review and Prepare Response to Submittals				
TOTAL		112	28	140	\$ 30,100

03.20.25



Kirk Harris, PE, PMP, Principal
Transportation Solutions, Inc.
8250 – 165th Avenue NE, Suite 100
Redmond, WA 98052

Lake Forest Park: Ballinger & 40th: Amendment for On-Call Landscape Architectural Construction Support Services

Kirk:

As requested, this letter outlines an amendment to contract dated February 28th, 2023 for providing On Call Construction Support Services for the Lake Forest Park Roundabout Improvements project. We are looking forward to working together to provide discipline-expert construction services and support in the implementation of the design. Below is our amendment fee proposal reflecting our additional scope for on-call landscape architectural construction support services.

Project Understanding

We will be part of the multidisciplinary consultant team led by TSI providing support to the City through KBA. The scope of the construction support services includes planting and irrigation and as indicated by tasks below with quantity assumptions.

Task 3.0 – On-Call Construction Support Services

- 3.1 **Project Management:** Provide project/contract management, and coordination with consultant/internal team throughout phase. (assumes 12 months at 1.5 hours per month). Includes (1) substantial completion site visit.
(Principal x 6 hours; Associate/Project Manager x 12 hours)
- 3.2 **Submittal Reviews:** Review submittals (plant procurement, soil, mulch, irrigation). Assume (1) initial review and (1) resubmittal review per each.
(Principal x 2 hours; Associate/Project Manager x 8 hours; Landscape Designer x 6 hours)
- 3.3 **RFIs:** RFI responses, which assumes inclusion of Substitution Requests, up to (5) RFIs included.
(Principal x 2 hours; Associate/Project Manager x 5 hours; Landscape Designer x 5 hours)

Task 4.0 - Closeout Services

- 2.1 **O&M:** Review manual and warranty submittals, as-builts, and develop Landscape Management Plan.

Landscape Architecture
Urban Design

Berger Partnership P5
1721 8th Ave N
Seattle, WA 98109

206 325 6877
bergerpartnership.com

03.19.25
Transportation Solutions, Inc.
Amendment 1 for Landscape Architectural Services
Page 2 of 2



(Principal x 1 hour; Associate/Project Manager x 6 hours; Landscape Designer x 3 hours; Administrative Staff x 2 hours)

2.2 Final Punch and Warranty Visits: Assumes (1) Final Site Walk and (1) Warranty Walk including travel.

(Principal x 3 hours; Associate/Project Manager x 5 hours; Landscape Designer x 5 hours)

Fees

Based on the scope of services identified at this time, we have established a fee for landscape architectural services as follows:

Task 3.0 On-Call Construction Support Services	\$8,990
Task 4.0 Closeout Services	\$4,550
Reimbursable	\$250

Total Amendment 1 Fees: \$13,790

If this proposal meets with your approval, please incorporate it as an attachment to our Sub Consultant Agreement. Please do not hesitate to call me if you have any questions.

Sincerely,

The Berger Partnership PS

Jonathan Morley
Principal, ASLA, LEED

APPROVED:

Date



Formerly DCG/Watershed

March 18, 2025

Kirk Harris, PE, PMP
Principal
Transportation Solutions
425.375.2329
kirkh@tsinw.com

Proposal for Arborist Services

Facet Reference: 2301.0347.00 (Legacy #230120)

Dear Kirk:

Thank you for requesting a proposal for arboricultural consulting services. We would be pleased to assist you with construction monitoring for your ROW project along SR-104, 40th PINE, and NE 184th St in the City of Lake Forest Park. Under this proposal, we will conduct the Scope of Services described below.

SCOPE OF SERVICES

Tree Removal Monitoring **\$6,497.80**

Task	Scope of Work	Staff	Estimated Hours	Cost
1.1	Site visits to provide up to 32 hours of on-site monitoring of tree removals by an ISA Certified Arborist®	LFW	32	\$4,864.00
1.2	Provide a follow up memo with findings and any recommendations from monitoring site visits	LFW	6	\$912.00
1.3	Project coordination	LFW	3	\$456.00
1.4	Memo internal review	KF	1	\$193.00
1.5	Mileage	LFW	104 (Miles)	\$72.80

Tree Planting Monitoring

\$3,725.40

Task	Scope of Work	Staff	Estimated Hours	Cost
1.1	Site visits to provide up to 16 hours of on-site monitoring of tree planting by an ISA Certified Arborist®	LFW	16	\$2,432.00
1.2	Provide a follow up memo with findings and any recommendations from monitoring site visit	LFW	4	\$608.00
1.3	Project coordination	LFW	3	\$456.00
1.4	Memo internal review	KF	1	\$193.00
1.5	Mileage	LFW	52 (Miles)	\$36.40

Construction Monitoring

\$8,036.00

Task	Scope of Work	Staff	Estimated Hours	Cost
1.1	Site visits to provide up to 40 hours of on-site construction monitoring by an ISA Certified Arborist®	LFW	40	\$6,080.00
1.2	Provide a follow up memo with findings and any recommendations from monitoring site visit	LFW	8	\$1,216.00
1.3	Project coordination	LFW	3	\$456.00
1.4	Memo internal review	KF	1	\$193.00
1.5	Mileage	LFW	130 (Miles)	\$91.00

The Scope of Services (above) is based upon Project Assumptions, below. In the event that any facts or events differ from such assumptions, the Scope of Services and fees shall be adjusted accordingly.

PROJECT ASSUMPTIONS

1. Deliverables will be provided in PDF format.
2. Fieldwork activities may be rescheduled if travel, weather, or site conditions present an unacceptable safety risk (e.g., high winds, snow, ice, smoke, etc.).
3. This proposal does not include the following services: a Level 2 of Level 3 (Advanced) arborist assessment; a wetland/stream delineation study; site layout or site planning assistance. These can be added, if necessary, under a separate agreement.
4. This proposal does not include a Professional Land Survey.



- 5. Unless noted otherwise, this proposal is written based upon the codes and regulations in effect at the time of writing. Work that may become necessary as a result of updated or new regulations is not included in this proposal.
- 6. Comments from local, state, federal, or tribal entities related to our plans or documentation may be subjective in nature and are therefore not predictable. Responses to comments/questions or revisions to permit documents are not included in this proposal and can be completed on a time and expense basis or under a separate proposal.
- 7. No work outside of this contract will be undertaken without prior notification to the client.

PAYMENT

Our Services will be billed on a time and materials basis, with a not-to-exceed figure of \$18,2593.20. We invoice monthly and accept payment by check, credit card or Automated Clearing House (ACH). Please refer to our website for details on electronic payments.

Total Fee \$18,259.20

Please call if you have any questions or if we can provide you with any additional information.

Sincerely,



Lars Freeman-Wood
ISA Certified Arborist® WE-8769AU
Qualified Tree Risk Assessor (TRAQ)
ISA Certified Utility Specialist®

Proposal approved by:



Kenny Booth, AICP
Principal, Director of Current
Planning



Task 1 - Project Management and Contract Administration

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Subtask 1.1 Project Coordination

- Perform general administration and project management throughout the construction phase to ensure successful completion of all tasks and elements of the Project within the established scope, schedule, and budget.
- Proactively track progress of project work completed against schedule & budget.
- Inform the City of any anticipated challenges during the construction phase as they may arise and develop solutions together.

Subtask 1.2 Invoices/Status Reporting

- Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.
- Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

Subtask 1.2 Assumptions

- Assume fifteen (15) monthly invoices and status reports.

Subtask 1.2 Deliverables

- Consultant will deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month
 - Issues encountered, and actions taken for their resolution
 - Potential impacts to submittal dates, budget shortfalls, or optional services
 - Construction schedule updates
 - Issues requiring project team action

Task 2 – Construction Contract Administration and Closeout

Objective

Oversee construction phase activities as first point of contact for construction contractor. Coordinate with City staff and design team. Lead all project meetings and monitor project budget

a submittal and documentation matrix for reference by contractor, EOR and construction management team. Prepare and maintain RFI log for 15 RFIs. Receive, log, distribute, and track RFIs and respond to construction contractor.

Subtask 2.5 Assumptions

- 50 shop drawings and submittals are assumed, with an average of two (2) hours per submittal. Assume
- 15 RFIs are assumed, with an average of one (1) hour per RFI.

Subtask 2.5 Deliverables

- Updated Submittal Log
- Reviewed submittals and shop drawings returned to construction contractor
- Updated RFI Log
- Reviewed RFI responses to construction contractor

Subtask 2.6 Labor Compliance

Support the City with labor compliance monitoring including the following tasks.

1. Track and file statements of intent to pay prevailing wages (Intent).
2. Review and approve Request to Sublets (RTS).

Subtask 2.6 Assumptions

- 10 Request to Sublets are assumed, with an average of one and half (1.5) hours per request.
- The City will perform the following tasks:
 - Collect and review certified payroll and work with contractor and subcontractors to resolve deficiencies.
 - Verify, track and file affidavit of paid wages (Affidavit).

Subtask 2.6 Deliverables

- Requests to Sublets filed
- Intents filed

Subtask 2.7 Project Closeout

Consultant will lead the close-out phase to document completion of the project and adherence to City requirements. Consultant will provide complete project files to the City and perform the following duties to assist with project close-out.

Substantial Completion/Punch List: Upon substantial completion of work, Construction Inspector will provide punch list of any outstanding items and coordinate completion with contractor.

As-Built Drawings: Construction Inspector will confirm that the contractor is maintaining a set of "Record Drawings"

Project Closeout: Transfer project documentation to the City for permanent storage. Provide a thumb drive or other electronic transfer method with all electronic documents and pictures.

Subtask 2.7 Deliverables

- Punch list
- Project Closeout Documents (Project documentation files including Electronic documents and pictures on a thumb drive).

Task 3 – Construction Inspection

Objective

Provide full-time construction inspection to observe construction, monitor the work by the construction contractor, and document that the work is in general compliance with the requirements of the Contract Documents. The Construction Inspector is to act as the City's on-site representative, is responsible for routine interfacing with the construction contractor and stakeholders, and is to observe the construction contractor's operations and work.

Subtask 3.1 Construction Inspection

The Construction Inspector's activities, in general, will include the following tasks.

1. Attend pre-construction conference, project, and weekly progress meetings.
2. Establish pre-construction site conditions using photo and video log of sites.
3. Observe/inspect the contractor's activities, operations, and work and document the contractor's work is in general compliance with the requirements of the contract documents. Observations will be completed on the standard WSDOT daily report form unless specified differently by the City.
4. Monitor the contractor's progress with respect to planned/scheduled work.
5. Document contractors and DBE subcontractors working onsite and conduct wage rate interviews for all DBE contractors, contractor and sub-contractors.
6. Document the contractor's construction activities (preparation of daily reports, photographs, etc.).
7. Create field note records of bid item work performed.
8. Verify and document that traffic control is per accepted traffic control plans when on-site.

9. Keep Construction Manager and City informed of project progress, issues, and developments.
10. Review minor change requests by the contractor.
11. Coordinate, observe, and document material testing and special inspection
12. Utility coordination with stakeholders
13. Track force account labor and equipment/materials; issue force account sheets for additional payment when required.
14. Maintain field construction records and as-built set.
15. Maintain photo log

Subtask 3.1 Assumptions

- Inspection hours are estimated at 8.5 hours per day during the active construction period and 8 hours per week for 25 weeks for the utility relocation period and/or occasional overtime. This estimate includes attendance at all project meetings.

Subtask 3.1 Deliverables

- Daily progress reports, photos, force account documentation
- DBE on site review
- Contractor and sub-contractors wage rate interviews
- Daily on-site contractor and sub-contractors list

Task 4 – Testing and Special Inspection Services During Construction

Objective

Work under this task includes material testing and special inspection services in accordance with Project requirements.

Subtask 4.1 Material Testing and Special Inspections

Consultant will assist the City in developing a quality assurance program. Consultant will provide material testing and special inspection as outlined and at the frequency indicated in the WSDOT LAG Manual.

Subtask 4.1 Assumptions

- Testing level of effort based on assumptions in included quote (attached).

Subtask 4.1 Deliverables

- Material test and special inspection test reports

Proposed Material Testing and Special Inspection Firm

- HWA Geotech – Material Testing and Special Inspection

Proposed Project Fee Estimate

Consultant proposes to perform this work on a time and expense basis with a total not to exceed amount of \$ 602,380.61. The proposed fee estimate is provided as “Exhibit B.” Fee estimates are based upon Consultant’s approved indirect overhead rates.

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and Transportation Solutions, Inc.
Dated January 21, 2021

This first Amendment to the Professional Services Agreement between the City of Lake Forest Park and Transportation Solutions, Inc., AG 21-002 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

1. Exhibit A (Scope of Work) of the Agreement is amended to include the attached "Exhibit A – Addendum 1". This addendum to the scope of work generally includes additional design, permitting, and right of way acquisition support services.
2. Section 2 of the Agreement is hereby amended as follows:

Compensation.

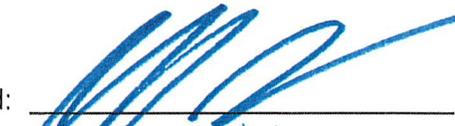
A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed ~~five hundred sixteen thousand three hundred twenty nine Dollars (\$516,329)~~ **eight hundred eighty thousand two hundred sixteen dollars and seventy-five cents (\$880,216.75)** as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

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

CITY OF LAKE FOREST PARK

TRANSPORTATION SOLUTIONS, INC.

Signed: 
 Printed Name: Jeff Johnson
 Title: Mayor
 Dated: 1/26/22

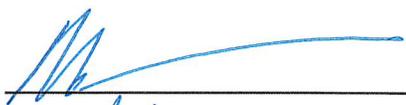
Signed: 
 Printed Name: Victor Salemann
 Title: President
 Dated: 1/26/23

Exhibit 1

Supplement No. 1

Scope of Services

SR 104/40th PI SE Roundabout Plans, Specifications, and Estimates

INTRODUCTION

A. Project Description

The work included within this supplemental Scope of Services is to provide additional design and consulting services to the City of Lake Forest Park (CITY) for the SR 104/40th PI SE Roundabout project (PROJECT). The additional design and consulting services by Transportation Solutions, Inc. (CONSULTANT) and its SUBCONSULTANTS are associated with advancing the design documents between the 30% development level to construction bid documents ready to advertise for bids.

Work within this supplemental Scope of Services includes development of designs for several retaining walls including a cut retaining wall system that is over ten feet tall, grading of the approach legs of the roundabout beyond the limits initially anticipated, an enclosed underground stormwater detention and treatment facility system, development of a landscape and irrigation design, coordination of integration of art into the project improvements, additional topographic survey, utility company coordination, survey field staking of proposed relocated Seattle City Light (SCL) utility poles, survey field staking of proposed right-of-way limits and roadway features as part of communications with the affected adjacent parcels owners, documents for two added temporary construction easements from affected parcels, additional requested design documentation from WSDOT as part of its required approval of the roundabout design, and additional related coordination with city staff.

Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL

The CONSULTANT shall provide additional Project Management and Quality Control services that correspond to the services described in the following sections of this supplemental Scope of Services as required for the completion of the PROJECT.

Task 2.0 DATA COLLECTION AND SURVEY

Additional data collection and survey is required for the design of the project and coordination with adjacent affected parcel owners from which the CITY desires to purchase a portion of private property for a widened right-of-way area for the PROJECT. A detailed scope of services and corresponding budget for the additional survey work prepared by the SUBCONSULTANT is included as an attachment to this scope of services. A summary of the additional work included in this supplemental agreement is as follows:

2.5 Site Visits to Obtain Additional Information

The SUBCONSULTANT will perform additional site visit information to obtain storm drain system information that had been previously paved over by roadway improvements.

2.6 Topographic Survey

The SUBCONSULTANT will conduct additional topographic survey beyond the limits originally anticipated in the original agreement in accordance with the needs of the design team. The additional survey work primarily involves the heavily vegetated and relatively steep northeast quadrant of the intersection and the southeast quadrant of the intersection that is obscured from the roadway by dense hedges. Coordination with the CITY for it to obtain right-of-entry authorization from the parcel owners is required to complete this work.

The SUBCONSULTANT will update the topographic base map to include features surveyed, including trees, streams, wetlands, and structures and the digital terrain model (DTM) previously prepared for the PROJECT. Coordination with the CONSULTANT for the updated survey work and base map and DTM deliverable is required.

2.7 Right-of-Way Acquisition Support

The SUBCONSULTANT will prepare seven (7) temporary construction easement documents for parcels within the PROJECT limits. Two of these parcels were not originally anticipated to require parcels rights to construct the project. Five of the parcels were anticipated to require permanent right-of-way acquisition, but not temporary rights. Existing topography and proposed wall design influences the need for both temporary and permanent property rights for the PROJECT. Coordination with the CONSULTANT for the additional deliverables is required.

2.8 Staking – Proposed Utility Poles

The SUBCONSULTANT will stake with hub and lath the locations of up to (13) proposed utility poles for visual inspection by interested parties, including SCL and CITY staff. Staking of the SCL poles is a requirement of SCL as part of their involvement in the PROJECT. The positions of existing utility poles are shown to conflict with the proposed improvements and new locations of proposed utility poles is required to complete the PROJECT. The new utility poles will also serve as light poles to illuminate the roundabout intersection. Coordination with the CONSULTANT for the locations of the SCL utility poles is required.

2.9 Staking – Proposed Project Features

The SUBCONSULTANT will stake with hub and lath the locations of various features for the project requiring up to one week of field time. Staking of these features will help inform parcel owners and other interested parties of the proposed improvements for the PROJECT. Staking limits will be a useful communication tool during negotiations for acquisition of property rights from parcel owners. Coordination with the CONSULTANT for the locations of the proposed project features is required.

The following locations may be staked in the field as part of project development:

- Proposed right-of-way limits along each affected parcel (5)
- Proposed temporary construction easement limits within each affected parcel (7)
- Proposed back of sidewalks
- Proposed face of retaining walls
- Proposed trees to be removed

Task 3.0 WSDOT Approvals/Preliminary Design (30%)

3.4 WSDOT Channelization Plan for Approval

WSDOT Channelization Plan for Approval for the PROJECT design requires the preparation and submittal of additional WSDOT documentation not included in the original agreement. This document includes:

- Design Decision, a WSDOT document required to approve lateral clearances to curb faces at the approaches for a roundabout, which vary from those dimensions outlined in Design Manual Section 1239.06.

Task 4.0 ENVIRONMENTAL DOCUMENTATION

4.4 Existing Tree Impacts

The environmental SUBCONSULTANT shall provide assistance to the PROJECT by preparing additional CITY required environmental documents for permitting in addition to those services identified in Contract Modification #2. These additional services include:

- Preparation of graphics and calculations related to the buffer impacts and the tree removal counts.
- Impact and tree count analysis and incorporation of results into the critical areas report.
- CITY Municipal Code review and analysis related to buffer interruption, tree classifications, removal, replacement, and permitting requirements.
- Coordinate with the arborist to conduct an existing tree inventory and assessment.

Additional work associated with the environmental documentation task is anticipated following the CITY's review of the critical areas report. Coordination with the CITY's Planning Department will be required to determine the level of effort required for consulting services to gain CITY environmental permitting approval of the PROJECT. Management reserve funds included in the fee estimate may be used for this work after the scope is determined.

4.5 Arborist Evaluation and Report

The arborist SUBCONSULTANT shall provide assistance to the PROJECT by preparing CITY required arborist evaluation and report for permitting. Coordination with the CONSULTANT for the locations proposed improvements in relation to the existing trees is required.

Task 6.0 DESIGN (90%)

The 90% Design Submittal requires additional effort, preparation and submittal of design not included in the original agreement. The civil and structural SUBCONSULTANTS shall prepare additional plans as outlined below, as applicable, and in accordance with the detailed scope of services included as attachments to this scope of services. This additional effort includes:

6.3 Horizontal Layout and Grading Plans

The SUBCONSULTANT and CONSULTANT shall prepare horizontal layout and grading plans that extend further west and north than anticipated in the original agreement to match proposed grades with existing topography. Additional grading for the proposed retaining walls at each quadrant of the intersection will be required in accordance with the updated topographic base map and DTM.

6.7 Drainage Plans

The SUBCONSULTANT shall prepare drainage plans that included enclosed underground detention and water quality facilities in addition to the work identified in the original agreement. Connections to the existing drainage system will be made at two locations and extend further west than originally anticipated.

6.9 Illumination Plans

The structural SUBCONSULTANT shall prepare light pole foundation design for illumination poles that are not able to be provided by SCL. It is anticipated that a light pole at the southeast quadrant of the intersection along a proposed fill retaining wall will require a foundation design that is compatible with the wall design. Coordination between the CONSULTANT and structural SUBCONSULTANT for illumination system is required

6.10 Utility Relocation Plans

The SUBCONSULTANT and CONSULTANT shall coordinate with the utility companies that have overhead and underground facilities within the project limits in coordination with CITY staff. The CONSULTANT shall assist the CITY with coordination related to relocation of existing water facilities owned and maintained by the Lake Forest Park Water District. Coordination involves telephone/video conference calls and field meetings to discuss project status, maintain project schedule, and to facilitate adjustments to planned pole locations required due to field conditions.

The original agreement indicated that the CITY would coordinate utility relocations based upon the roundabout design and utility relocation plan provided by the CONSULTANT and the CONSULTANT would make minor revisions to the roundabout design to avoid utilities if requested. Design development of the project has required more consulting services to augment the coordination efforts by the CITY that were originally anticipated.

6.11 Traffic Control Plans

The CONSULTANT shall prepare Pedestrian Accommodation Detour Plans as part of the WSDOT approval requirements for the project. These plans will be prepared in conjunction with the proposed construction phasing and temporary traffic control plans.

6.15 Wall Design Plans

The civil SUBCONSULTANT shall prepare wall plan and profile plans for the five (5) walls necessitated by the existing topography and proposed project footprint. The requirement of walls was revealed following development of preliminary design plans (30%) and receipt of updated topographic survey for the PROJECT.

The structural SUBCONSULTANT shall prepare structural analysis, design, and drawings for the proposed five (5) walls in the project limits. Coordination between the CONSULTANT and civil and structural SUBCONSULTANTS for the locations, heights, and types of the proposed walls is required.

6.16 Landscape and Irrigation Plans

The landscape SUBCONSULTANT shall prepare landscape and irrigation plans in accordance with the detailed scope of services included as an attachment to this scope of services. Coordination between the CONSULTANT and civil and landscape/irrigation SUBCONSULTANT for the locations of the proposed landscaping and irrigation is required for inclusion in the 90% plans and specification submittal.

Task 7.0 FINAL DESIGN AND PS&E (100%)

The 100% Design Submittal requires additional effort, preparation and submittal of design not included in the original agreement. This additional effort is related to the same sets of design plans identified in Task 6.0 Design (90%).

Task 8.0 LANDSCAPE/IRRIGATION DESIGN

The landscape SUBCONSULTANT shall develop landscape/irrigation design concepts in coordination with CITY staff and in accordance with the detailed scope of services included as an attachment to this scope of services. Coordination between the CONSULTANT and landscape SUBCONSULTANT for the scope of the proposed landscaping is required.

Task 10.0 GEOTECHNICAL

The geotechnical SUBCONSULTANT shall conduct additional geotechnical analysis required for retaining wall and utility pole foundation design as outlined in the recommendations of the technical memorandum and in accordance with the detailed scope of services included as an attachment to this scope of services. Coordination between the CONSULTANT and the geotechnical and structural SUBCONSULTANTS for the geotechnical investigation and retaining wall and pole foundation design is required.

**Supplement No. 1
Fee Estimate
SR 104/40TH PL SE ROUNDABOUT
Plans, Specifications, and Estimates**

Anticipated Work Tasks	KAH	MLM	MJS	DLH	JAB	Task Hours	Task Cost
	PM	Sr. Engr	Sr. Engr Tech CADD	Engr I	Admin		
	\$263.50	\$189.50	\$173.50	\$112.50	\$129.00		
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL	148	0	0	0	24	172	\$42,094.00
Task 1.1 Project Management	48				12	60	\$14,196.00
Task 1.2 Monthly Progress Reports and Invoices	12				12	24	\$4,710.00
Task 1.3 Progress Meetings	48					48	\$12,648.00
Task 1.4 Quality Control/Quality Assurance	40					40	\$10,540.00
Task 2.0 DATA COLLECTION AND SURVEY	6	0	12	0	0	18	\$3,663.00
Task 2.5 Site Visits to Obtain Additional Information	1		1			2	\$437.00
Task 2.6 Obtain Topographical Survey	1		2			3	\$610.50
Task 2.7 Right-of-Way Acquisition Support	2		4			6	\$1,221.00
Task 2.8 Staking - Proposed Utility Poles	1		1			2	\$437.00
Task 2.9 Staking - Proposed Project Features	1		4			5	\$957.50
TASK 3.0 WSDOT APPROVALS/PRELIMINARY DESIGN (30%)	4	0	4	12	0	20	\$3,098.00
Task 3.4 WSDOT Channelization Plan for Approval - DD	4		4	12		20	\$3,098.00
TASK 4.0 ENVIRONMENTAL DOCUMENTATION	8	0	4	0	0	12	\$2,802.00
Task 4.4 Existing Tree Impacts	4		2			6	\$1,401.00
Task 4.5 Arborist Evaluation Report	4		2			6	\$1,401.00
Task 6.0 DESIGN (90%)	36	28	60	0	0	124	\$25,202.00
Task 6.3 Horizontal Layout and Grading Plans		8	12			20	\$3,598.00
Task 6.7 Drainage Plans	4	2	8			14	\$2,821.00
Task 6.9 Illumination Plans		2	4			6	\$1,073.00
Task 6.10 Utility Relocation Plans	20	4	8			32	\$7,416.00
Task 6.11 Traffic Control Plans	4	8	16			28	\$5,346.00
Task 6.15 Wall Design Plans	4	2	6			12	\$2,474.00
Task 6.16 Landscape and Irrigation Plans	4	2	6			12	\$2,474.00
Task 7.0 FINAL DESIGN AND PS&E (100%)	18	18	36	0	0	72	\$14,400.00
Task 7.3 Horizontal Layout and Grading Plans		2	6			8	\$1,420.00
Task 7.7 Drainage Plans	2	2	2			6	\$1,253.00
Task 7.9 Illumination Plans		1	4			5	\$883.50
Task 7.10 Utility Relocation Plans	12	2	4			18	\$4,235.00
Task 7.11 Traffic Control Plans	2	8	16			26	\$4,819.00
Task 7.15 Wall Design Plans	1	1	2			4	\$800.00
Task 7.16 Landscape and Irrigation Plans	1	2	2			5	\$989.50
Task 8.0 LANDSCAPE/URBAN DESIGN	4	0	4	0	0	8	\$1,748.00
Task 8.1 Initial Landscape/Urban Design Coordination	4		4			8	\$1,748.00
Task 10.0 GEOTECHNICAL	2	0	4	0	0	6	\$1,221.00
Task 10.9 Geotechnical Coordination	2		4			6	\$1,221.00
Totals	226	46	124	12	24	432	\$94,228.00

Hours Total

Labor Total

Direct Expenses

1-Alliance, Survey Subconsultant	\$49,989.00
Terra Vista, Civil Subconsultant	\$47,969.00
David Evans and Associates, Inc, Structural Subconsultant	\$83,369.75
ESA, Environmental Subconsultant (allowance)	\$8,000.00
Herrera, Arborist Subconsultant	\$17,681.00
GeoEngineers, Geotechnical Subconsultant	\$18,761.00
Berger Partnership, Landscape Subconsultant (less allowance from original contract)	\$24,390.00
Subtotal Subconsultants	\$250,159.75

Supplement #1 Design Services Subtotal Total \$344,387.75

Supplement #1 Management Reserve Fund \$19,500.00
Supplement #1 Subtotal with MRF \$363,887.75

Right-of-Way Acquisition Services

Abeyta & Associates, Right-of-Way Subconsultant \$0.00

Supplement #1 Grand Total Not to Exceed \$363,887.75

Changes to Total Budget Amount after Contract Modification #1 \$0.00
 Management Reserve Funds Remaining after Contract Modification #2 \$5,283.00
 Management Reserve Funds Remaining after Supplement #1 \$24,783.00

Original Maximum Amount Payable \$516,329.00
New Maximum Amount Payable \$880,216.75



10/12/2022
20-139

Kirk Harris, PE
Transportation Solutions
16932 Woodinville Redmond Rd. NE, Suite A206
Woodinville, WA 98072

**Re: Professional Surveying Services Proposal – Amendment 1
Lake Forest Park, SR 104/40th Place Roundabout**

Dear Kirk,

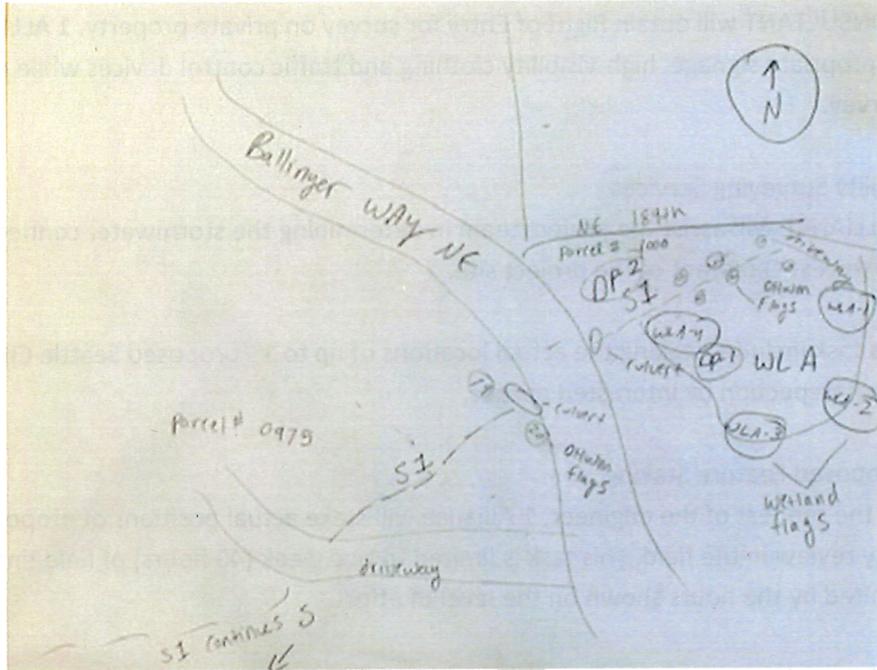
1 Alliance Geomatics, LLC (1 Alliance) is pleased to provide this proposal for professional surveying and mapping services in support of Lake Forest Park on the SR 104/40th Place Roundabout project.

Background

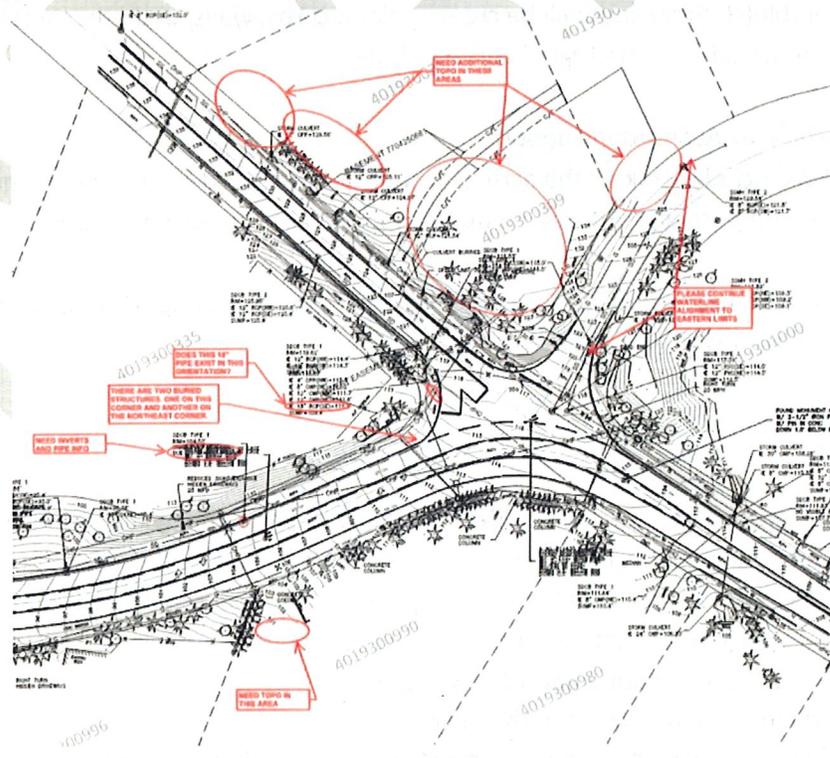
This is a skewed, four-legged intersection with stop control for the Southbound (40th Place NE) and Westbound (NE 184th Street) approaches. The geometry of the intersection is problematic for many users including misaligned legs that lead to confusion over which route is SR 104, and lack of sight distance which makes turning left onto SR 104 and pedestrian crossings hazardous. Moreover, the intersection lacks amenities for those choosing to walk or bike.

Scope of Services

- 1. Surveying and Mapping
 - 1.1. Survey PM, Admin, QA/QC
This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.
 - 1.2. Field Surveying and Mapping
This task includes mapping of flagged critical areas as identified by others and as shown below.



This task also includes extending mapping and answering questions from the design team as shown below.





CONSULTANT will obtain Right of Entry for survey on private property. 1 ALLIANCE will use appropriate signage, high-visibility clothing and traffic control devices while performing field survey.

1.3. Utility Surveying Services

1 ALLIANCE will assist the project team in determining the stormwater connections at the Northwest Quadrant of the project site.

This task includes staking the actual locations of up to 13 proposed Seattle City Light poles for visual inspection by interested parties.

1.4. Proposed Feature Staking

At the request of the engineer, 1 Alliance will stake actual positions of proposed features for City review in the field. This task is limited to one week (40 hours) of field time and is also limited by the hours shown on the level of effort.

1.5. Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s). Breaklines will be created along curbs, walls, and other surface features in order to generate an accurate Digital Terrain Model.

1.6. Right-of-Way Acquisition Support

This task includes staking the actual locations of proposed right-of-way acquisition areas for negotiation purposes. Staking on up to 7 parcels is included in this task.

Up to 2 land descriptions and exhibits will be prepared to support temporary construction easement or ROW acquisition

Understandings

1. Health, Safety, and Security are priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
2. 1 Alliance is not responsible for any delays or errors caused by others.
3. Boundary corners will not be set as a part of this scope.
4. A record of Survey is not a part of this scope.
5. Tree driplines are not a part of this scope.
6. Scanning will only be performed during favorable weather conditions.



7. Rights-of-Entry will be organized, granted, and confirmed by The Consultant or Others.
8. Title Reports with underlying documents for the affected Parcels to be provided by others.
9. Total duration for this effort, from start to final deliverable, is estimated to be 6 months after completion of anticipated fully executed contract.
10. The fee estimate expires 90 days after this dated proposal and may need to be revised thereafter.

Deliverables

1. AutoCAD Civil 3D 2018 survey base map, electronic copy. (not to include terrain model)
2. Autocad Civil 3D 2018 terrain model, electronic copy.
3. .XML terrain model.

Level of Effort

\$49,989

1 Alliance appreciates the opportunity to present this proposal. If you have any questions, please feel free to call.

Sincerely,

1 Alliance Geomatics, LLC

A handwritten signature in blue ink that reads 'Mark Groot'.

Mark Groot, PLS
Survey Project Manager

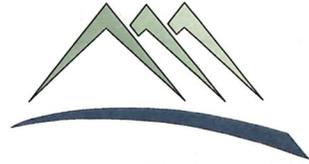


Exhibit A

Scope Description

Stormwater Flow Control and Water Quality Measures

The original contract anticipated that stormwater flow control and water quality measures would not be required. This is based on a review of the provisions of the stormwater manual and information available related to the anticipated design of project at the time the contract was prepared. During the 30% design phase, a survey of existing conditions was performed and a layout of the proposed design was developed. Once this information was available an analysis of the required stormwater improvements was performed and it was determined that stormwater flow control and water quality measures would be required to meet the provisions of the stormwater regulations.

To prepare a comprehensive opinion of probable cost for the 30% design phase and meet the project schedule, the design team proceeded with developing the overall stormwater improvements which included flow control and water quality measures, under the current budget. However, as this expenditure was not included in the original scope, a contract amendment is requested for the design and documentation for the additional stormwater infrastructure.

The complexity of the storm drain system greatly increased thus requiring additional coordination time and documentation of the system, in both construction plans and technical reports. The stormwater design currently developed by the design team currently includes catch basins and associated piping, as well as a treatment train that includes a stormwater detention vault, oil water separator, and two water quality systems. The original scope assumed that only catch basins and some minor piping to connect to existing storm mains would be required. Additionally, due to the large size of the flow control and water quality systems, time was spent to strategically locate the facilities to minimize disruption project phasing, traffic flow, and to other existing critical infrastructure in the project limits, such as water and sewer mains as well as electrical utilities.

Although the stormwater detention vault and water quality systems are large, the design team has taken many steps in an effort to keep the facility sizes to a minimum and thus manage potential project costs. These steps include strategic grading of the paved surfaces and placing catch basin inlets in such a manner as to only route the required amount of stormwater to the flow control and water quality systems, rather than the entire project limits of work. Flows not required to be routed to the stormwater facilities would be bypassed and connected to the existing stormwater infrastructure. This is allowed by the stormwater regulations and beneficial to the project as without this effort, the size of the flow control and water quality facilities could potentially be three to four times as big. This effort also required additional time to be spent by the design team.

Change of Agency Project Leadership

At the completion of the 30% design phase, the project leadership at the Agency changed. This resulted in an extension to the schedule to allow for Agency staff to be brought up to speed. Additional time was expended by the design team to assist the new leadership team in becoming familiar with the design and addressing outstanding issues.

Retaining Walls

The original scope of services did not include design and detailing of retaining walls within the project. Although the structural design will be provided by other consultants, TerraVista NW will need to prepare wall profiles to support the structural design of the walls. Also, additional time was spent in determining the extents of the retaining walls and viable locations within the project site and private property.

Increased Project Complexity

The original scope of services was based on what was known at the time the contract was drafted and what would be anticipated for the project. As the design progressed through 30% and 90% development, the complexities of a project that had significant topographic differences resulted in additional time being spent to develop grading of the roadway approaches, beyond what was originally assumed. Roadway approach grading needed to be significantly adjusted several times to try to minimize impacts to driver experience, adjacent driveways, overall earthwork, existing utilities, and so on. This added effort would benefit the overall project budget and coordination with property owners.

Scope of Work

Task 1 – Project Management and Coordination

TerraVista NW will perform the following additional tasks:

- Contract management
- Coordinate with the design team on aspects related to flow control and water quality systems
- Coordinate with Agency on allowable treatment systems and code interpretations.
- Participate in additional periodic online coordination meetings.
- Perform QA/QC review

Task 2 – Data Gathering and Engineering

TerraVista NW will perform the following tasks:

- Review studies and documentation provided by others
- Perform up to one (1) additional site visits

Task 3 – Preliminary Design

TerraVista NW will perform the following tasks:

- Review options for capturing stormwater and routing to treatment facilities.
- Perform additional stormwater hydrologic and hydraulic calculations
- Prepare additional supporting documentation for the stormwater drainage report
- Review options for placement of retaining walls

TerraVista NW will prepare 30% design documents that will also include:

Plans

- Add information to the drainage plans
- Additional stormwater details

Additional Technical Specifications

Additional information on Opinion of Probable Cost

Task 4 and 5 - Final Design

TerraVista NW will perform the following tasks:

- Review options for capturing stormwater and routing to treatment facilities.
- Perform additional stormwater hydrologic and hydraulic calculations
- Prepare additional supporting documentation for the stormwater drainage report
- Review options for placement of retaining walls

TerraVista NW will prepare 90% and 100% design documents that will also include:

Plans

- Add information to the drainage plans
- Additional stormwater details

Additional Technical Specifications

Additional information on Opinion of Probable Cost

Assumptions

1. Placement of stormwater flow control and water quality facilities will not significantly change as of the date of this contract amendment.
2. Extents of new or replaced impervious surfaces will not change as of the date of this contract amendment.
3. Project grading will not significantly change as of the date of this contract amendment
4. Roadway profiles will not be required to be included in the construction documents. Grading will be identified through the use of spot elevations.
5. Roadway improvements shall utilize applicable published codes and regulations for reference. The City Agency will identify any non-published requirements that need to be incorporated into the project, early in the 90% design phase.



Exhibit B

Task #	Description	PIC/PM	Engineer III	Total Hours
		ES \$194	RP \$143	
Task 1	Project Management and Coordination			
	Coorespondence and coordination with team	20	8	28
	Contract management	8		8
	Attend Meetings	4		4
	QA/QC	40		40
Task 2	Data Gathering and Engineering			
	Review additional technical information		4	
	Perform additional site visits		4	4
Task 3	Preliminary Design			
	Review drainage options	2	6	8
	Perform additional stormwater calculations	1	6	7
	Prepare 30% Plans	4	24	28
	Prepare 30% Technical Specifications			
	Prepare 30% Opinion of Probable Cost	2	8	10
Task 4	Final Design			
	Review drainage options	4	16	20
	Perform additional stormwater calculations	2	9	11
	Provide additional documentation for drainage report	2	12	14
	Prepare 90% Plans	4	60	64
	Prepare 90% Technical Specifications	8		8
	Prepare 90% Opinion of Probable Cost	2	6	8
Task 5	100% Design			
	Prepare 100% Plans		26	26
	Prepare 100% Technical Specifications	2		2
	Prepare 100% Opinion of Probable Cost		4	4
	Subtotal Hours	105	193	294
	Subtotal Fee	\$ 20,370	\$ 27,599	
TOTAL FEE				\$ 47,969

City of Lake Forest Park
SR 104 and 40TH Place NE Roundabout Project
Wall Design Scope of Services

DEA is being retained by Transportation Solutions (TSI) to support the SR 104 and 40th PL NE Roundabout Project for the City of Lake Forest Park (CITY). The scope of services is to include the conceptual and final design of retaining walls, project coordination time and project management and invoicing time.

General Assumptions:

- Design codes:
 - AASHTO LRFD Bridge Design Specifications, 9th Edition with Interims.
 - WSDOT Bridge Design Manual – June 2022
- Construction Specifications
 - 2023 Washington State Department of Transportation (WSDOT) Standard Specification for Road, Bridge and Municipal Construction.
- A cast-in place wall fascia may be provided for some wall types although it is not required.
- Level of effort based upon the design of two wall types: a soldier pile wall without tie-backs, with a cast-in-place fascia, and developing a performance specification and cross section for a gravity block wall
- The existing slope is stable from a global stability standpoint.
- Fall protection will be required on walls. Design anticipates using a standard WSDOT or CITY supplied railing detail.
- Plan set assumes 9 sheets including:
 - Wall Plan and Elevation sheets
 - Wall Details
 - Fall Protection Details
- Level of effort assumes that DEA is provided survey data and Initial Wall Profile and Alignment sheets in CADD
- Geotechnical information is provided by others, not subconsulted to DEA, in accordance with assumed Design Codes.
- 100% Deliverables, excluding Cost Opinions, shall be signed and sealed by a Professional Engineer in the state of WA and be marked Issued For Construction.

Task 100 – Project Management

Direction of the DEA staff and review of their work over the course of the PROJECT shall be provided. This work element includes preparing monthly progress reports including the status of individual work elements, number of meetings attended, outstanding information required and work items planned for the following month

Periodic monitoring of the PROJECT budget will occur over the course of the PROJECT. Assessment of current PROJECT status, as well as projections of future status, shall be developed by the DEA. This work element is intended to monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for budget increases, or scope modifications or reductions.

Drawings and documents generated over the course of the PROJECT require review, coordination, and file management. Level of effort for Technical Reviews and Quality Control activities is included in individual tasks. This information will be filed to facilitate ready and selective retrieval.

DEA will develop monthly invoices which include progress reports.

Scope, schedule and budget will be monitored regularly by DEA for their work. In the event of a change in scope or schedule, DEA will communicate changes to TSI as soon as possible, and where deemed required develop an amendment to modify this agreement.

Deliverables:

- Project coordination with CITY and/or TSI and DEA staff on project scope and work tasks
- Management of the project scope, deliverables, budget, and schedule
- Monthly Invoices and Progress Reports

Assumptions:

- Meetings where DEA is involved are held via phone, Zoom, Team, or other virtual. Travel time to additional locations has not been included but can be added by amendment.
- Duration of the Project will be six (6) months.

Task 200 – Conceptual Design and Concept Coordination

Task 200.1 - Development of a Conceptual Design Memo

DEA shall develop a high level summary memo containing primary constraints for each wall and determine preferred wall type deemed most practical for this location. The document will provide illustrations of similar wall construction options and basic input to cost to verify impact to project budget.

Task 200.2 – Field Visit

DEA will send one engineer to the field to visit site and examine existing conditions. The site visit is assumed to last 3 hours plus travel time.

Deliverables:

- Conceptual Wall Design Memo

Task 300 – Retaining Wall Design

Task 300.1 – Coordination with Geotechnical Engineer

DEA will meet as needed, up to the level of effort assumed in this agreement, to coordinate geotechnical parameters and verify that provided parameters are in alignment with project design codes and design constraints.

Task 300.2 – 90% Retaining Wall Design (Design and Drawings)

Project includes 5 walls of various heights. Preliminary data indicates that:

- Wall GR01 (184+00 to 184+50 RT), block fill wall anticipated, abutting driveway, max exposed height shows as approximately 4'
- Wall GR02 (184+70 to 185+20 RT), block fill wall anticipated, abutting driveway, max exposed height shows as approximately 4'
- Wall GR03/GR05 (SE quadrant), fill wall, between back of walkway and wetland buffer, max exposed height shows as approximately 7' is assumed to be a soldier pile wall.
- Wall GR04/GR05 (NE quadrant), cut wall – expected soldier pile wall for some segments, max exposed height shows as approximately 12.5'
- Wall GR04 (NE quadrant, north of driveway), cut wall/type unknown, near 48" DBH deciduous tree, max exposed height shows as approximately 5' is anticipated to be a block wall or soldier pile wall as determined by the conceptual design memo.

Walls are assumed to be either a soldier pile wall or gravity block wall for determining Level of Effort. Level of Effort shall be re-evaluated following the selection of wall types in the Conceptual Wall Design Memo. Level of effort is based upon only one soldier pile wall and a performance based specification for a gravity block wall to be designed by the Contractor. This task includes the design, drawing development and quality control of retaining walls during Consultant Design Phase.

Task 300.3 – 90% Retaining Wall Specifications

DEA will develop supplemental construction specifications, where required, to address wall aesthetic features and colors. It is assumed that all other construction specifications are included in the WSDOT Standard Specifications. A block wall performance specification will be provided to accommodate a Contractor facilitated design.

Task 300.4 – 90% Retaining Wall Opinion of Construction Cost

DEA will develop a 90% level probable Opinion of Construction Cost for work designed under Task 300.2 to be included in overall project Opinion of Construction Cost.

Task 300.5 – 100% Retaining Wall Design (Design and Drawings)

DEA will update the design and construction drawings from Task 300.2 to address comments received and in accordance with the design.

Task 300.6 – 100% Retaining Wall Specifications

DEA will update the retaining wall specifications from Task 300.3 to address comments received and in accordance with the design.

Task 300.7 – 100% Retaining Wall Opinion of Construction Cost

DEA will develop a 100% level probable Opinion of Construction Cost for work designed under Task 300.5 to be included in overall project Opinion of Construction Cost.

Task 400 – Pole Foundation Design

Pole foundation design is excluded from this agreement but may be included by amendment.

Task 500 – Design Support During Bidding

Engineering support during bidding will be provided assuming that only minor questions from the contractor are requested and no significant changes involving drawings are required. Additional design support during bidding may be added by amendment to this agreement.

Task 600 – Engineering Support During Construction

No engineering support during construction is assumed at this time although can be added by amendment to this agreement once Tasks 300 and 400 are complete. This may include review of Contractor facilitated designs.

PROJECT FEE ESTIMATE

Owner: City of Lake Forest Park
 Client: Transportation Solutions
 PR22053 - SR104 & 40th PI NE Roundabout
 Structural Engineering Services



Section 8, Item A.

11/15/2022

WORK DESCRIPTION	PERSONNEL AND HOURLY RATES					Total Hours	Direct Salary Cost	OH 177.62%	Negotiated Profit 10% DSC + OH	All Inclusive Hourly Rate
	PM	Str Dsgnr	QC Eng	CAD	Prj Coord					
	\$84.00	\$44.00	\$82.00	\$45.00	\$46.00					
Task 100 - Project Mangement	12	0	0	0	12	24	\$ 1,560.00	\$ 2,770.87	\$ 433.09	\$ 4,763.96
Project Setup, Monthly Progress Report and Invoice (6 months)	6					18	\$ 1,056.00			
Project communication, and coordination	6					6	\$ 504.00			
TASK 200 - Conceptual Design and Concept Coordiantion	7	25	6	0	0	38	\$ 2,180.00	\$ 3,872.12	\$ 605.21	\$ 6,657.33
200.1 - Development of a Conceptual Design Memo										
Draft Conceptual Design Memo	1	25	6			32	\$ 1,676.00			
200.2 - Field Visit	6					6	\$ 504.00			
TASK 300 - Retaining Wall Design	22	202	70	138	0	432	\$ 22,686.00	\$ 40,294.87	\$ 6,298.09	\$ 69,278.96
300.1 - Coordination with Geotechnical Engineer	2	8				10	\$ 520.00			
300.2 - 90% Retaining Wall Design (Design and Drawings)										
Calculations	4	60	18			82	\$ 4,452.00			
Plans Preparation	6	48	23	98		175	\$ 8,912.00			
300.3 - 90% Retaining Wall Specifications	2	20	6			28	\$ 1,540.00			
300.4 - 90% Retaining Wall Opinion of Construction Cost	1	8	3			12	\$ 682.00			
Response to 90% Comments		4	2			6	\$ 340.00			
300.5 - 100% Retaining Wall Design (Design and Drawings)										
Calculations	2	18	6			26	\$ 1,452.00			
Plans Preparation	3	30	10	40		83	\$ 4,192.00			
300.6 - 100% Retaining Wall Specifications	1	3	1			5	\$ 298.00			
300.7 - 100% Retaining Wall Opinion of Construction Cost	1	3	1			5	\$ 298.00			
TASK 400 - Pole Foundation Design (Not Used)	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
TASK 500 - Design Support During Bid	2	8	2	4	0	16	\$ 864.00	\$ 1,534.64	\$ 239.86	\$ 2,638.50
Review of RFIs	2	8	2	4		16	\$ 864.00			
TASK 600 - SUPPORT DURING CONSTRUCTION (EXCLUDE FROM CURRNET AGF	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
Construction Observation and Field Report						0	\$ -			
Review of Submittals						0	\$ -			
Respond to RFI						0	\$ -			
DIRECT EXPENSES										\$ 31.00
TOTAL LABOR	43	235	78	142	12	510	\$ 27,290.00	\$ 48,472.50	\$ 7,576.25	\$ 83,338.75

Direct Expenses	
Reproduction (Full Size)	\$0
Mileage at \$0.625/mile (1 Rd Trip @ 50 miles)	\$31
Parking	\$0
FedEx	\$0
Total	\$31

Cost Estimate Summary	
Direct Salary Cost (DSC)	\$ 27,290.00
Overhead @ 177.62% x DSC	\$ 48,472.50
Negotiated Profit @ 10% x (DSC + O	\$ 7,576.25
Direct Expenses	\$ 31.00
Grand Total	\$ 83,369.75

SCOPE OF WORK

CITY OF LAKE FOREST PARK STATE 104 ROUNDABOUT PROJECT – TREE INVENTORY AND ARBORIST REPORT

On **Monday, October 3, 2022**, Environmental Science Associates (ESA) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to conduct a tree inventory and prepare an arborist report for the State 104 Roundabout Project design for Transportation Solutions, Inc. (TSI) and the City of Lake Forest Park.

Herrera will provide labor, materials, equipment, and supplies to perform a tree inventory, provide associated data collection and data reporting services for baseline conditions required to facilitate project permitting and restoration design. This scope of work includes a discussion of the activities, assumptions, and deliverables. Schedule will be determined after this proposal has been approved

- Task 1.0 – Tree Inventory1
- Task 2.0 – Arborist Report.....3
- Project Schedule3
- Project Cost Estimate3

TASK 1.0 – TREE INVENTORY

Herrera will review background materials provided by ESA and City Code LFPMC 16.14 for tree regulations for City of Lake Forest Park. An ISA Arborist from Herrera and a field biologist will conduct a tree inventory along State Route 104 project area for all significant trees (as determined by City of Lake Forest Park [Chapter 16.14](#)). Tree inventory data that will be collected from within the project area will include the following information:

- Tree Genus and Species
- Tree trunk diameter in inches 4.5 feet above grade (diameter at breast height, DBH)
- Critical Root Zone (CRZ), and interior Critical Root Zone
- Tree Category indicating if tree is Significant (6" or greater DBH) or Landmark (greater than 24" DBH)

SCOPE OF WORK

- The general health condition of each tree recorded as one of six categories: Excellent, Good, Fair, Poor, Critical, Dead and general observations warranting recognition.
- Level I Tree Risk Assessment for all trees
- Level II Tree Risk Assessment for any trees with structural or biological issues determined by Level I assessment.
- Existing and proposed canopy coverage.
- Each inventoried tree will be tagged with an aluminum numbered tree tag.
- GPS coordinates of trees inventoried using ArcGIS Field Maps on digital tablet with approx. 1-meter accuracy

Assumptions

- Arborist inventory and assessment will meet standards as defined in City of Lake Forest Park's Chapter 16.14 Tree Canopy Preservation and Enhancement tree code which states all trees over 6 inches in diameter are significant, including invasive species.
- Two Herrera staff will conduct a tree survey along State 104 within the project area.
- Only trees with DBH 6 inches and greater will be included in inventory
- Trees will be evaluated through visual inspection only. No physical inspection of the upper canopy, sounding, root crown excavation, or resistograph or other technologies will be used in the evaluation of trees.
- Access will be provided to all trees requiring inventory through private property ahead of fieldwork, provided by TSI or ESA.
- ESA will provide background data, site maps and project area limits to Herrera prior to fieldwork. ESA will provide base layers (CAD or GIS) showing where the project area limits are located prior to fieldwork, specifically all contour lines, utilities, property lines, and existing and proposed structures within the CAD plans.
- Deliverables for Task 1 will be included in the Task 2: Arborist Report deliverable package.

SCOPE OF WORK

Deliverables

- Tree Inventory table showing unique tree identification number, species, common name, DBH, health and general notes (Excel, PDF)
- Site plan showing tree locations and their unique tree identification number (PDF, GIS shapefiles)
- A scale 1" = 20' site plan detailing the location of property lines, critical areas and buffers, critical and interior critical roots zones of all trees, existing and proposed utilities, 2-foot contours, and existing and proposed structures.

TASK 2.0 – ARBORIST REPORT

Herrera will provide a summary technical memo that will include the following:

- Discussion of tree inventory methodology and data collection
- Appendices with tree inventory data, photos and maps collected during Task 1
- Trees in the vicinity of construction that could be impacted by the proposed development activity
- Recommendations for trees to be removed
- Recommendations for trees to be protected
- Tree protection fencing (type and locations)
- Timeline for tree protection activities
- List of protection measures and conditions to be taken during all development activities to ensure code compliance during development activities.

PROJECT SCHEDULE

Subject to change based on contract, it is estimated that fieldwork will take place in October 2022 and the arborist report and associated deliverables will be submitted by November 2022.

PROJECT COST ESTIMATE

Work described above will be completed for a budget not to exceed \$17,681.

**ADDITIONAL GEOENGINEERS SCOPE OF SERVICES
BALLINGER WAY NE (SR 104) AND 40TH PLACE NE ROUNDABOUT
LAKE FOREST PARK, WASHINGTON**

FILE NO. 197-009-00

GeoEngineers is pleased to present our proposed additional scope of services for the proposed roundabout to be located at the intersection of Ballinger Way NE, 40th Place NE and NE 184th Street in Lake Forest Park, Washington. We understand the proposed grading to construct the roundabout will result in higher cut walls along the northwest portion of the site, which are more suited to permanent soldier pile walls. Our additional services will include subsurface borings with a limited access drill rig to evaluate subsurface soil and groundwater conditions at the proposed wall location and geotechnical recommendations for the permanent walls. Our scope is based on our discussions with Transportation Solutions, our experience working during the preliminary design of the project, and our experience on similar soldier pile wall projects. Based on our project understanding, we propose our scope of services include the following tasks:

1. Review our previous report prepared for the project and the 30 percent design documents to plan the exploration program.
2. Coordinate site access with Transportation Solutions and City of Lake Forest Park including proposed boring locations, access restrictions, working hours, and other on-site drilling requirements.
3. Visit the project site to mark out preliminary locations for explorations and contact the Washington State One Call Utility Locate Service. We will also retain a private utility locating service. We will make follow up site visits to check that all notified utilities have marked their lines in the vicinity of the exploration locations.
4. Advance two or three borings up to 25 feet below existing ground surface (bgs). The field explorations will be performed under the direction of an engineer or geologist from our firm. The explorations will be located in the field by pacing or tape measurements from existing site features such as structures, roads and property features. Our representative will maintain a detailed log of each exploration and obtain samples of the various materials encountered. The samples will be returned to our office for additional examination and analysis.
5. Evaluate pertinent physical and engineering characteristics of the site soils based on laboratory tests from the borings. The laboratory tests will likely include moisture content, percent fines content, and grain-size distribution, as appropriate.
6. Provide geotechnical design recommendations for design of the walls including lateral earth pressure diagrams, appropriate surcharge pressures, minimum diameter and embedment of soldier piles, LRFD reduction factors, axial capacity, lateral design (L-Pile parameters), temporary lagging, and drainage.

7. Provide seismic design criteria based on the WSDOT Geotechnical Design Manual (GDM) and the AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications.
8. Evaluate the potential for liquefaction and lateral spreading of the site soils and provide estimates of liquefaction-induced settlements.
9. Confirm our previous recommendations for earthwork including excavation considerations, temporary slopes, suitability of on-site soil for reuse as structural fill, imported fill specifications, and placement and compaction criteria, and the effects of weather and construction equipment on the site soils.
10. Prepare a draft and final written report containing our findings, conclusions and recommendations for your review. Our final report will incorporate comments from the project team.

SCHEDULE

We are prepared to begin our services upon your authorization to proceed. At this time drilling can typically be scheduled approximately 5 to 6 weeks out. Site exploration will be completed in 1 day. Laboratory testing will require up to 7 to 10 days, depending on the specific tests selected for the soils encountered. Preliminary verbal recommendations will be provided as information is developed. The draft report summarizing results of our geotechnical engineering evaluation can be completed within 2 weeks following the laboratory testing. If this tentative schedule does not meet your needs, please contact us regarding any modifications that will allow us to meet your time schedule.

Attachment: GeoEngineers Fee Estimate

GEOENGINEERS LABOR HOURS ESTIMATE

Task	Task Description	Job Number: 197-009-00		Job Name:		Additional Geotechnical Services SR104 and 40th Ave NE Roundabout				Owner:		City of Lake Forest Park			
		Client:	TSI	Principal/ Associate	Senior 2 Engineer	Project 1 Engineer	Staff 3 Engineer	Staff 2 Engineer	GIS/CAD	Admin 3	Admin 2	Total Hours	Total Labor Cost		
1,2	Data Review/Project Setup, Coordination and Management, Subcontracts		\$260.00	1		4					2	2		9	1,506
3	Site Visit, Mark Explorations, Complete Locate, Briefing		\$243.00			2	6	2			1			11	1,860
4	Field Exploration/Drilling			0.5		2		10			1			13.5	2,168
5	Sample Review and Laboratory Testing, Logs			0.5		2	2	2				2		8.5	1,388
6-9	Engineering Analyses/Recommendations			2		6	4		2					14	2,696
10	Technical Memorandum, Site Plan and Figures			2		4	6		4		2	2		20	3,384
Total Labor				6	0	20	18	14	6	6	6	6	6	76	\$13,002

Total Labor Costs \$13,002

Expenses	
Field Equipment and Expenses/Mileage	832
Subcontracted Drilling	4,087
Subcontracted Private Locate	400
Laboratory Tests	440
Total Expenses	\$5,759

Total Fee Estimate	\$18,761
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Section 8, Item A.



10.7.22 (revised 11.11.22)

Kirk Harris, PE, PMP, Principal
Transportation Solutions, Inc.
8250 – 165th Avenue NE, Suite 100
Redmond, WA 98052

Lake Forest Park: Ballinger & 40th: Proposal for Landscape Architectural Services

Kirk:

Thanks again for inviting us to join your team for the project in Lake Forest Park. We are looking forward to working together to incorporate a roundabout with artwork at this intersection. Below is our fee proposal reflecting our scope landscape architectural services.

Project Understanding

We will be joining a multidisciplinary consultant team led by TSI. The scope of the project includes a new roundabout intersection, sidewalks and associated site improvements per plan titled "LFP RAB_Improvement Exhibit_2022-09-06" as provided by TSI. As landscape architect, our scope of services will include design and documentation of planting and irrigation as indicated by task below.

Task 1.0 Landscape Design - Roundabout

- 1.1 Project Management & QA/QC: Provide project/contract management, and coordination with consultant/internal team throughout phase. Participate in periodic design coordination meetings or conference calls with client and/or consultant team (assumes up to 1.5 hours/month through CD for this task).
- 1.2 Design Development: Develop planting concepts, typologies (e.g. street trees, shrubs, bioretention) & overall landscape character.
- 1.3 Construction Documents: Prepare drawings (plans/material callouts, schedules, details) suitable for permitting and bidding. Coordinate above with all utility locations, setbacks, etc. Prepare technical specifications related to our scope of work in WSDOT/APWA format.

Task 2.0 Irrigation Design - Roundabout

- 2.1 Project Management & QA/QC: Provide project/contract management, and coordination with consultant/internal team throughout phase. Participate in periodic design coordination meetings or conference calls with client and/or consultant team (assumed total hours for this task).
- 2.2 Design Development: Review codes, as-builts and coordinate irrigation point of connection.

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Transportation Solutions, Inc.
Proposal for Landscape Architectural Services
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- 2.3 Construction Documents: Prepare drawings (plans/material callouts, schedules, details) suitable for permitting and bidding. Prepare technical specifications related to this scope of work in WSDOT/APWA format.

Assumptions

If your assumptions differ from those noted below, please let us know immediately.

- We will be a subconsultant to TSI (Prime Consultant) and this proposal will be included as an attachment to an AIA Standard Consultant Agreement (or equivalent).
- Fees for sub-consultant services (except irrigation) are not included in our fees.
- The Prime Consultant, prior to the beginning of each design phase, will provide up to date and accurate base information from previous phase. Civil and Landscape will provide, and be provided, with information in AutoCAD format.
- The project will be documented in a single phase.
- Specific services excluded from our proposal include Bid & CA scope for Landscape & Irrigation Design, Hardscape Design, Art Concept Development, life-cycle costs analysis, environmental graphics, wayfinding, lighting design, presentation-quality physical and/or electronic models and 3D renderings, sustainability rating system (e.g. Envision) documentation, cost estimating, record document production at completion of CA. Detailed tree retention plans, if required by governing agency, shall be provided by consulting arborist. Construction Documents and Construction Administration services for Artwork are not included at this time.
- Attendance and preparation for all special topic meetings (Design Review, City Council, etc.) not previously mentioned will be invoiced on an hourly basis unless specifically described above.
- We will coordinate with the team to facilitate completion of permit documents, however, permit submittal and administration of applications/ fees/ etc. will be done by Prime Consultant.

Fees

Based on the scope of services identified at this time, we have established a Time & Expenses Basic Services fee for landscape architectural services as follows:

1.0 Landscape Design – Roundabout Total	\$26,220
1.1 PM & QA/QC	
1.2 Design Development	
1.3 Construction Documents	
2.0 Irrigation Design – Roundabout Total	\$7,920
2.1 PM & QA/QC	
2.2 Design Development	
2.3 Construction Documents	
3.0 Reimbursable Expenses	\$250

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Proposal for Landscape Architectural Services
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If applicable printing, reprographic expenses, CAD plots, travel costs, and other reimbursable expenses will be billed against estimated amount above and include a 10% mark-up. Fees will be billed on a monthly basis for hours accumulated at the following rates. Services beyond those noted in this proposal will be billed as additional services on an hourly basis at rates listed below, or lump sum fees can be negotiated prior to the commencement of the services.

Principal	\$225.00 per hour
Associate	\$180.00 per hour
Project Manager	\$150.00 per hour
Landscape Architectural Staff	\$120.00 per hour
Administrative Staff	\$105.00 per hour

We look forward to working with you on this project. If this proposal meets with your approval, please sign one of the copies and return it to our office. Work will be scheduled upon our receipt of the signed proposal. Please do not hesitate to call if you wish to discuss or need additional information.

Sincerely,
The Berger Partnership PS

Jonathan Morley
Principal, ASLA, LEED

APPROVED:

Date

Attachments: Berger Partnership Labor Hour Estimate 11.11.22

Lake Forest Park: Ballinger & 40th
 Berger Partnership Level of Effort (LOE) Estimate 11.11.22

Description	Principal \$ 225.00	Associate/ PM \$ 180.00	LA Staff & Irrigation \$ 120.00	Admin \$ 105.00	Fee
Task 1.0 Landscape Design – Roundabout					
1.1 Project Management & QA/QC: Provide project/contract management, and coordination with consultant/internal team throughout phase. Participate in periodic design coordination meetings or conference calls with client and/or consultant team (assumes up to 1.5 hours/month through CD for this task).	18	18		2	\$ 7,500.00
1.1 Design Development: Develop planting concepts, typologies (e.g. street trees, shrubs, bioretention) & overall landscape character.	12	16	24		\$ 8,460.00
1.2 Construction Documents: Prepare drawings (plans/material call-outs, schedules, details) suitable for permitting and bidding. Coordinate above with all utility locations, setbacks, etc. Prepare technical specifications related to our scope of work in WSDOT/APWA format.	12	18	36		\$ 10,260.00
Task Totals	42	52	60	2	\$ 26,220.00
Task 2.0 Irrigation Design – Roundabout					
2.1 Project Management & QA/QC: Provide project/contract management, and coordination with consultant/internal team throughout phase. Participate in periodic design coordination meetings or conference calls with client and/or consultant team (assumed total hours for this task).	6	6	8	2	\$ 3,600.00
2.2 Design Development: Review codes, as-builts and coordinate irrigation point of connection		2	6		\$ 1,080.00
2.3 Construction Documents: Prepare drawings (plans/material call-outs, schedules, details) suitable for permitting and bidding. Prepare technical specifications related to this scope of work in WSDOT/APWA format.		2	24		\$ 3,240.00
Task Totals	6	10	38	2	\$ 7,920.00

Subtotal	\$ 34,140.00
Total Reimbursables	\$ 250.00
Total Estimated Fee:	\$ 34,390.00

**Supplement No. 1
Fee Estimate
SR 104/40TH PL SE ROUNDABOUT
Plans, Specifications, and Estimates**

Anticipated Work Tasks	KAH	MLM	MJS	DLH	JAB	Task Hours	Task Cost
	PM	Sr. Engr	Sr. Engr Tech CADD	Engr I	Admin		
	\$263.50	\$189.50	\$173.50	\$112.50	\$129.00		
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL	148	0	0	0	24	172	\$42,094.00
Task 1.1 Project Management	48				12	60	\$14,196.00
Task 1.2 Monthly Progress Reports and Invoices	12				12	24	\$4,710.00
Task 1.3 Progress Meetings	48					48	\$12,648.00
Task 1.4 Quality Control/Quality Assurance	40					40	\$10,540.00
Task 2.0 DATA COLLECTION AND SURVEY	6	0	12	0	0	18	\$3,663.00
Task 2.5 Site Visits to Obtain Additional Information	1		1			2	\$437.00
Task 2.6 Obtain Topographical Survey	1		2			3	\$610.50
Task 2.7 Right-of-Way Acquisition Support	2		4			6	\$1,221.00
Task 2.8 Staking - Proposed Utility Poles	1		1			2	\$437.00
Task 2.9 Staking - Proposed Project Features	1		4			5	\$957.50
TASK 3.0 WSDOT APPROVALS/PRELIMINARY DESIGN (30%)	4	0	4	12	0	20	\$3,098.00
Task 3.4 WSDOT Channelization Plan for Approval - DD	4		4	12		20	\$3,098.00
TASK 4.0 ENVIRONMENTAL DOCUMENTATION	8	0	4	0	0	12	\$2,802.00
Task 4.4 Existing Tree Impacts	4		2			6	\$1,401.00
Task 4.5 Arborist Evaluation Report	4		2			6	\$1,401.00
Task 6.0 DESIGN (90%)	36	28	60	0	0	124	\$25,202.00
Task 6.3 Horizontal Layout and Grading Plans		8	12			20	\$3,598.00
Task 6.7 Drainage Plans	4	2	8			14	\$2,821.00
Task 6.9 Illumination Plans		2	4			6	\$1,073.00
Task 6.10 Utility Relocation Plans	20	4	8			32	\$7,416.00
Task 6.11 Traffic Control Plans	4	8	16			28	\$5,346.00
Task 6.15 Wall Design Plans	4	2	6			12	\$2,474.00
Task 6.16 Landscape and Irrigation Plans	4	2	6			12	\$2,474.00
Task 7.0 FINAL DESIGN AND PS&E (100%)	18	18	36	0	0	72	\$14,400.00
Task 7.3 Horizontal Layout and Grading Plans		2	6			8	\$1,420.00
Task 7.7 Drainage Plans	2	2	2			6	\$1,253.00
Task 7.9 Illumination Plans		1	4			5	\$883.50
Task 7.10 Utility Relocation Plans	12	2	4			18	\$4,235.00
Task 7.11 Traffic Control Plans	2	8	16			26	\$4,819.00
Task 7.15 Wall Design Plans	1	1	2			4	\$800.00
Task 7.16 Landscape and Irrigation Plans	1	2	2			5	\$989.50
Task 8.0 LANDSCAPE/URBAN DESIGN	4	0	4	0	0	8	\$1,748.00
Task 8.1 Initial Landscape/Urban Design Coordination	4		4			8	\$1,748.00
Task 10.0 GEOTECHNICAL	2	0	4	0	0	6	\$1,221.00
Task 10.9 Geotechnical Coordination	2		4			6	\$1,221.00
Totals	226	46	124	12	24	432	\$94,228.00

Hours Total

Labor Total

Direct Expenses

1-Alliance, Survey Subconsultant	\$49,989.00
Terra Vista, Civil Subconsultant	\$47,969.00
David Evans and Associates, Inc, Structural Subconsultant	\$83,369.75
ESA, Environmental Subconsultant (allowance)	\$8,000.00
Herrera, Arborist Subconsultant	\$17,681.00
GeoEngineers, Geotechnical Subconsultant	\$18,761.00
Berger Partnership, Landscape Subconsultant (less allowance from original contract)	\$24,390.00
Subtotal Subconsultants	\$250,159.75

Supplement #1 Design Services Subtotal Total \$344,387.75

Supplement #1 Management Reserve Fund \$19,500.00

Supplement #1 Subtotal with MRF \$363,887.75

Right-of-Way Acquisition Services

Abeyta & Associates, Right-of-Way Subconsultant \$0.00

Supplement #1 Grand Total Not to Exceed \$363,887.75

Changes to Total Budget Amount after Contract Modification #1	\$0.00
Management Reserve Funds Remaining after Contract Modification #2	\$5,283.00
Management Reserve Funds Remaining after Supplement #1	\$24,783.00

Original Maximum Amount Payable \$516,329.00

New Maximum Amount Payable \$880,216.75

Amendment No. 2 to the
Professional Services Agreement between the
City of Lake Forest Park and Transportation Solutions, Inc.
Dated January 21, 2021

This second Amendment to the Professional Services Agreement between the City of Lake Forest Park and Transportation Solutions, Inc., AG 21-002 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

- 1. Exhibit A (Scope of Work) of the Agreement is amended to include the attached "Exhibit A – Addendum 2". This addendum to the scope of work generally includes additional design, permitting, and right of way acquisition support services.
- 2. Section 2 of the Agreement is hereby amended as follows:

Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed ~~eight hundred eighty thousand two hundred sixteen dollars and seventy-five cents (\$880,216.75)~~ **one million, forty-three thousand, five hundred, twenty dollars and seventy-five cents (\$1,043,520.75)** as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

- 3. Exhibit B of the Agreement is hereby amended to include the attached "Exhibit B – Addendum 2".

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

CITY OF LAKE FOREST PARK

TRANSPORTATION SOLUTIONS, INC.

Signed: 
 Printed Name: Jeff Johnson
 Title: Mayor
 Dated: 12/14/2023

Signed: 
 Printed Name: KIRK HARRIS
 Title: PRINCIPAL
 Dated: 12/18/23

Exhibit 1

Amendment No. 2

Scope of Services

SR 104/40th PI SE Roundabout Plans, Specifications, and Estimates

INTRODUCTION

A. Project Description

The work included within this supplemental Scope of Services is to provide additional design and consulting services to the City of Lake Forest Park (CITY) for the SR 104/40th PI SE Roundabout project (PROJECT). The additional design and consulting services by Transportation Solutions, Inc. (CONSULTANT) and its SUBCONSULTANTS are associated with the relocation of existing utility facilities and addressing permitting requirements resulting from City ordinances adopted since the execution of previous agreements.

Work within this supplemental Scope of Services includes development of design concepts for required relocations of overhead electrical power lines for Seattle City Light (SCL) on behalf of the CITY to correlate with the layout of the roundabout. Design concepts of relocated overhead facilities (utility lines, utility poles, guy anchors, and associated clearances to relocated overhead lines) are needed for updating exhibits associated with acquiring property rights for the PROJECT. Property rights acquisition exhibits are developed to identify locations for new right-of-way, permanent utility easements, and temporary construction easements. Work also includes coordination with other franchise utility providers of utility facilities including Lumen, Comcast, University of Washington, WSDOT, and PSE gas. Work also includes coordination with the Lake Forest Park Water District (LFPWD) for relocation of their facilities through the intersection area. Coordination of utility facility relocations is necessary for the sequencing and locations of construction activities, and development of contract specifications and temporary traffic control plans.

Work within this supplemental Scope of Services also includes providing design and consulting services associated with updated permitting requirements for revised LFPMC 16.14 Tree Canopy Preservation and Enhancement as detailed in Ordinance No. 23-1271, and for revised LFPMC 12.50 Retaining Walls as detailed in Ordinance No. 23-1272. Work involves providing a canopy coverage study, a canopy replacement plan, a noise analysis, and participation in a public meeting.

Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL

The CONSULTANT shall provide additional Project Management and Quality Control services that correspond to the services described in the following sections of this supplemental Scope of Services as required for the completion of the PROJECT.

Task 4.0 ENVIRONMENTAL DOCUMENTATION

The CONSULTANT and SUBCONSULTANTS shall work with the CITY to provide design and consulting services associated with updated permitting requirements for revised LFPMC 16.14 Tree Canopy Preservation and Enhancement as detailed in Ordinance No. 23-1271. Work associated with LFPMC 16.14 involves providing a canopy coverage study and a canopy replacement plan.

Detailed scope of services and corresponding budget for the canopy related work prepared by the arborist SUBCONSULTANT is included as an attachment to this scope of services.

The work also involves revised LFPMC 12.50 Retaining Walls as detailed in Ordinance No. 23-1272, which requires a noise study and participation in a public meeting.

Detailed scope of services and corresponding budget for the noise analysis work prepared by the noise SUBCONSULTANT is included as an attachment to this scope of services.

4.3 SEPA

The CONSULTANT and environmental SUBCONSULTANT shall provide assistance to the PROJECT by preparing updates to SEPA documentation as part of additional CITY required environmental documents for permitting. A budget allowance to update the SEPA, Critical Areas Report and other related environmental documentation for the PROJECT is set aside for the environmental SUBCONSULTANT to provide additional services.

4.6 Canopy Replacement

The CONSULTANT and arborist SUBCONSULTANT shall provide assistance to the PROJECT by preparing CITY required canopy replacement plans. Coordination between the CONSULTANTS and the CITY is required for the locations proposed canopy improvements.

4.7 Noise Analysis

The CONSULTANT and noise analysis SUBCONSULTANT shall provide assistance to the PROJECT by preparing a CITY required noise analysis for permitting associated with the proposed walls. Coordination between the CONSULTANTS and the CITY is required for the work.

Task 5.0 RIGHT-OF-WAY ACQUISITION

The CONSULTANT and SUBCONSULTANT shall provide additional Right-of-Way Acquisition services that correspond to the services described in the following sections of this supplemental Scope of Services as required for the completion of the PROJECT.

5.10 Right-of-Way Plan Adjustments

The CONSULTANT shall develop revised right-of-way plans in coordination with SCL and the CITY. The revised right-of-way plans shall be developed in accordance with communications with, and design concepts approved by SCL of relocated overhead facilities (utility lines, utility poles, guy anchors, and associated clearances to relocated overhead lines).

The original scope of services identified that acquisition for permanent right-of-way and temporary construction easements (TCE) for five (5) parcels. Two (2) additional parcels require TCE acquisitions to accommodate the construction of a retaining wall and the connection of a private driveway to the new grade of the roadway. One (1) additional parcel requires the acquisition of a permanent utility easement associated with the relocation of SCL overhead lines. Four (4) of the originally estimated five (5) parcels also require permanent utility easements associated with the relocation of SCL overhead lines. The additional parcels and property rights sought for the PROJECT, including the relocation of SCL overhead lines, require additional effort on behalf of the CONSULTANT and right-of-way SUBCONSULTANT.

A budget allowance proportionate to the increase in parcels and property rights sought for the PROJECT is set aside for the right-of-way SUBCONSULTANT to provide additional services.

Task 6.0 DESIGN (90%)

The 90% Design Submittal requires additional effort, preparation and submittal of design not included in previous agreements. The CONSULTANT and civil SUBCONSULTANT shall prepare additional plans as outlined below, as applicable, and in accordance with the detailed scope of services included as attachments to this scope of services. This additional effort includes:

6.10 Utility Relocation Plans

The CONSULTANT and SUBCONSULTANT shall prepare additional design concept exhibits for, and provide additional design coordination with, the utility companies that have overhead and underground facilities within the project limits in coordination with CITY staff.

Work includes additional and refined development of design concepts for required relocations of overhead electrical power lines for Seattle City Light (SCL) on behalf of the CITY to correlate with the layout of the roundabout. Design concepts of relocated overhead facilities (utility lines, utility poles, guy anchors, and associated clearances to relocated overhead lines) are needed for updating exhibits associated with acquiring property rights for the PROJECT.

Work also includes coordination with other overhead utility providers of utility facilities including Lumen, Comcast, University of Washington, WSDOT. Work also includes coordination with underground utility providers including PSE gas and the Lake Forest Park Water District (LFPWD) for relocation of their facilities through the intersection area.

Coordination of utility facility relocations is necessary for the sequencing and locations of construction activities, development of contract specifications and temporary traffic control plans.

Task 7.0 FINAL DESIGN AND PS&E (100%)

The 100% Design Submittal requires additional effort, preparation and submittal of design not included in the original agreement. This additional effort is related to the same sets of design efforts and coordination as identified in Task 6.0 Design (90%).

**Amendment No. 2
Fee Estimate
SR 104/40TH PL SE ROUNDABOUT
Plans, Specifications, and Estimates**

Anticipated Work Tasks	KAH PM \$289.00	MJS Sr. Engr Tech CADD \$179.00	JAB Admin \$167.00	Task Hours	Task Cost
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL	48	0	8	56	\$15,208.00
Task 1.1 Project Management	32		2	34	\$9,582.00
Task 1.2 Monthly Progress Reports and Invoices	4		6	10	\$2,158.00
Task 1.3 Progress Meetings	12			12	\$3,468.00
TASK 4.0 ENVIRONMENTAL DOCUMENTATION	28	14	0	42	\$10,598.00
Task 4.3 SEPA / Permitting Updates	12	4		16	\$4,184.00
Task 4.6 Canopy Replacement Plan Coordination	12	8		20	\$4,900.00
Task 4.7 Noise Analysis Coordination	4	2		6	\$1,514.00
Task 5.0 RIGHT-OF-WAY ACQUISITION	12	8	0	0	\$4,900.00
Task 5.10 Revise Right-of-Way Plans	12	8		20	\$4,900.00
Task 6.0 DESIGN (90%)	26	8	0	34	\$8,946.00
Task 6.10a Utility Relocation Plans (SCL/Dry Utilities)	16	8		24	\$6,056.00
Task 6.10b Utility Relocation Coordination/Specs/Est (LFPWD)	10			10	\$2,890.00
Task 7.0 FINAL DESIGN AND PS&E (100%)	14	4	0	18	\$4,762.00
Task 7.10a Utility Relocation Plans (SCL/Dry Utilities)	8	4		12	\$3,028.00
Task 7.10b Utility Relocation Coordination/Specs/Est (LFPWD)	6			6	\$1,734.00
Totals	128	34	8	150	\$44,414.00
				Hours Total	Labor Total

Direct Expenses	
Terra Vista, Civil Subconsultant	\$49,091.00
ESA, Environmental Subconsultant (allowance)	\$8,000.00
DCG/Watershed, Arborist Subconsultant	\$16,465.00
Michael Minor & Associates Subconsultant	\$3,334.00
Subtotal Subconsultants	\$76,890.00
Amendment #1 Design Services Subtotal Total	\$121,304.00
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Amendment #2 Subtotal with MRF	\$121,304.00
Right-of-Way Acquisition Services	
Abeyta & Associates, Right-of-Way Subconsultant (allowance)	\$42,000.00
Amendment #2 Total Not to Exceed	\$163,304.00
Management Reserve Funds Remaining after Contract Modification #5	\$24,783.00
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Maximum Amount Payable after Amendment 1	\$880,216.75
New Maximum Amount Payable	\$1,043,520.75

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Anticipated Work Tasks		TerraVista NW Civil	ESA Environmental	DCG / Watershed Arborist	Michael Minor & Assoc. Noise	Abeyta & Assoc. Right-of-Way	Combined	Project Design	2023 Tree Ordinance	2023 Wall Ordinance	SCL Relo. Coordination	LFPWD Relo. Coordination
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL												
TASK 4.0 ENVIRONMENTAL DOCUMENTATION												
Task 4.3 SEPA / Permitting Updates		\$4,184	\$2,929				\$7,113	\$2,860	\$3,860	\$393		
Task 4.6 Canopy Replacement Plan Coordination		\$4,900	\$5,355	\$16,465			\$30,720		\$30,720			
Task 4.7 Noise Analysis Coordination		\$1,514	\$1,465		\$3,334		\$10,313			\$10,313		
Task 5.0 RIGHT-OF-WAY ACQUISITION												
Task 5.10 Revise Right-of-Way Plans		\$4,900	\$1,674			\$42,000	\$48,574	\$3,287			\$45,287	
Task 6.0 DESIGN (90%)												
Task 6.10a Utility Relocation Plans (SCL/Dry Utilities)		\$6,056	\$8,372				\$14,428	\$1,782			\$12,646	
Task 6.10b Utility Relocation Coordination/Specs/Est (LFPWD)		\$2,890	\$6,857				\$9,747					\$9,747
Task 7.0 FINAL DESIGN AND PS&E (100%)												
Task 7.10a Utility Relocation Plans (SCL/Dry Utilities)		\$3,028	\$8,372				\$11,400	\$891			\$10,509	
Task 7.10b Utility Relocation Coordination/Specs/Est (LFPWD)		\$1,734	\$6,857				\$8,591					\$8,591
Totals		\$44,414	\$49,091	\$8,000	\$16,465	\$3,334	\$163,304	\$11,835	\$38,132	\$13,147	\$77,741	\$22,449

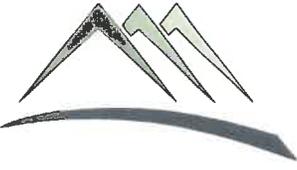


Exhibit A

Scope Description

Dry Utilities Coordination and Design Efforts

During the 90% Design Phase, complexities arose with coordination with the franchise utility purveyors, such as SCL, UW, Lumen, PSE, and so on, regarding the phasing and location of the associated dry utilities. Typically, dry utilities can be relocated by the purveyor ahead of the transportation project, or at least at a convenient time during construction that doesn't disrupt the project. However, it became an evolving level of effort during the roundabout design that the intricacy of the overhead and underground utilities needed a higher level of coordination between the design team, the City, and the utility purveyors to steer their relocation efforts to a positive outcome for the project. If left to their own internal planning efforts without adequate cross coordination of efforts, the project could be significantly delayed during construction as well as unnecessary impacts to the local residents utilizing their services.

TerraVista NW's original scope of services assumed that franchise utility relocations would be provided by the utility purveyors. This assumed a hands off approach by TerraVista NW, whereby we would be provided a utility relocation plan with minimal involvement by TerraVista NW. This also assumes that the purveyors simply work around the proposed roundabout design, however, due the complexity of the amount of utilities onsite, adjustments had to be made to the roundabout design to accommodate some of the utility relocations.

This added coordination helped facilitate a smooth construction process that could potentially avoid unnecessary change orders by the roundabout contractor.

Water District Coordination and Design Efforts

TerraVista NW's original contract assumed that the water and sewer mains would not need to be relocated. This is true for the sewer main, however, the existing water main needs to be relocated due to the placement of the drainage system in the roundabout. The water district has elected to provide the design of the water main relocation to the City to be included in the Contract Documents, in lieu of the design team providing it. For similar reasons as the dry utility coordination, additional effort has been expended by TerraVista NW to participate in meetings and other coordination associated with supporting the water district in relocating the water mains in a location that would not impact the design of the roundabout. The coordination effort became an evolving level of effort without a clear definition of the total amount of time required to coordinate with the water district.

Utility Sequencing Efforts

The design team facilitated ongoing meetings and follow up communication with the utility purveyors to discuss the logistics of relocating their respective utilities, and how this would integrate with the other utility purveyor relocation efforts. Due to the amount of regrading of the site as well as the size of the stormwater system, TerraVista NW needed to provide a supporting role in this effort to assist with development of a sequencing plan that would identify when the roundabout contractor needed to onsite and the windows of time when they shut down and allow each purveyor to access the site to relocate their utilities. Exhibits and other documents have been produced for clarity in the process, some of which will be included in the bid documents as well.

Canopy Replacement Plan Coordination

The City recently adopted a new tree ordinance that preserves tree canopies within the City. The project will remove several trees within the project limits, and the design team will need to provide additional

coordination with the City to evaluate the impacts of the proposed tree removal with regard to the new ordinance as well as review options for tree preservation.

Additional support for permitting

At the time TVNW’s original scope was prepared, the full extent of permitting of the project was not outlined by the City. At this time more is known about the permitting and additional support will be needed from TVNW to support the permitting effort.

- Assistance to City staff for preparation of clearing and grading permit
- Assistance to City staff for preparation/update of SEPA checklist (ESA)
- Assistance to City staff for preparation Critical Areas Permit application (ESA)
- Work resulting from the City’s new wall ordinance

Additional Right of Way Plan Assistance

Provide assistance with integrating additional Temporary Construction Easement (TCE) and Right of Way (ROW) boundaries into construction documents.

Assumptions

1. Extents of new or replaced impervious surfaces will not change as of the date of this contract amendment, which would require redesign of the drainage system.
2. Project grading will not significantly change as of the date of this contract amendment.
3. Site improvements shall utilize applicable published codes and regulations for reference. Any non-published requirements by the permit agency during permit review, may be considered an additional service and will be discussed at that time.
4. The permit agency will prepare a comprehensive list of comments with the 1st round review. Responding to additional comments received at subsequent reviews may be considered an additional service.
5. Significant changes to the design of the documents prepared by TerraVista NW will not occur after documents are issued by TerraVista NW for the 90% submittal. Minor adjustments will be accommodated.

Exhibit B

Task #	Description	PIC/PM ES \$206	Engineer III RP \$151	Total Hours
Task 1	Project Management and Coordination Project Management	35		35
Task 2	Data Gathering and Engineering Review additional technical information			
Task 3	Preliminary Design Prepare 30% Plans Prepare 30% Technical Specifications Prepare 30% Opinion of Probable Cost			
Task 4	90% Design Dry Utilities Coordination Water District Coordination Utility Sequencing Efforts Canopy Replacement Plan Coordination Additional support for permitting Add'l ROW Plan Assistance	30 30 30 13 12 3	20 20 3 10 8 7	50 50 33 23 20 10
Task 5	100% Design Dry Utilities Coordination Water District Coordination Utility Sequencing Efforts Canopy Replacement Plan Coordination Additional support for permitting	7 6 6 2 2	5 4 1 5 2	12 10 7 7 4
	Subtotal Hours	176	85	261
	Subtotal Fee	\$ 36,256	\$ 12,835	
TOTAL FEE				\$ 49,091

August 30, 2023

Kirk Harris, PE, PMP
 Principal
 Transportation Solutions
 425.375.2329
 kirkh@tsinw.com

Re: Proposal for Arborist Services

DCG/Watershed Reference Number: 230120

Dear Kirk:

Thank you for requesting a proposal for arborist services. We would be pleased to assist you with a canopy coverage study and tree replacement plan for your ROW project along SR-104, 40th PI NE, and NE 184th St in the City of Lake Forest Park. Under this proposal, we will conduct the following Scope of Services.

Scope of Services:

Task 1. Canopy Coverage Study

Task	Scope of Work	Staff	Estimated Hours	Cost
1.0	Preliminary review, respond to prime consultant	LFW	2	\$250.00
1.1	Set up file and invoicing software	BT	1	\$115.00
1.2	A canopy coverage study will be conducted using tree inventory canopy radius data to determine the extent of canopy loss from significant trees proposed for removal and provide tree replacement calculations using LFPMC 16.14 – General Tree List for Lake Forest Park 15’ to 30’ Height.	LFW	18	\$2,250.00
1.3	Create GIS map for tree canopy coverage calculation.	NB	12	\$1,500.00
1.4	Respond to City/prime consultant review, comments, and questions	LFW	4	\$500.00
1.5	Internal review	JKB	2	\$450.00
Total				\$5,065.00

Deliverables for Task 1:

- One canopy coverage study
- One map depicting calculated canopy coverage from removed trees

Task 2. ROW Planting Site Reconnaissance

Task	Scope of Work	Staff	Estimated Hours	Cost
2.0	Preliminary review, respond to prime consultant	LFW	2	\$250.00
2.1	Identify suitable tree replacement planting sites prioritizing first areas within the proposed project’s ROW, followed by off-site replanting areas within other city ROWs. Request and review underground facility locations related to planting locations.	LFW	20	\$2,500.00
2.2	Create GIS map indicating proposed planting sites.	NB	8	\$1,000.00
2.3	Respond to City/prime consultant review, comments, and questions	LFW	4	\$500.00
2.4	Internal review	JKB	2	\$450.00
Total				\$4,700.00

Deliverables for Task 2:

- One memo detailing proposed replanting site suitability
- One map depicting areas of proposed replanting

Task 3. Canopy Replacement Plan

Task	Scope of Work	Staff	Estimated Hours	Cost
3.0	Preliminary review, respond to prime consultant	LFW	2	\$250.00
3.1	Provide a canopy replacement plan which will document mitigation of significant tree canopy loss, a 3-year maintenance and monitoring plan for replanted trees, and a 3-year maintenance, monitoring and watering plan for at-	LFW	24	\$3,000.00

	risk trees including a replacement plan if an at-risk tree fails.			
3.2	Create GIS map for tree canopy replacement plan	NB	20	\$2,500.00
3.3	Respond to City/prime consultant review, comments, and questions	LFW	4	\$500.00
3.4	Internal review	JKB	2	\$450.00
Total				\$6,700.00

Deliverables for Task 3:

- One canopy replacement plan
- One map of tree replacement plan

Project Management

Throughout the course of the project, we will coordinate with you and the design team regarding project planning, budget, progress, and timeline. Lars Freeman-Wood will be the project manager and primary point of contact for communication. Kenny Booth will be advising principal. We will provide project invoices on a monthly basis. Based on the project scope, we assume the project duration to be four to six weeks.

Project Assumptions:

1. *If the project alignment changes, any additional analysis required will be completed on a time and materials basis beyond the scope provided above, but only with client approval.*
2. *This proposal does not include critical areas reconnaissance or delineation.*
3. *This proposal does not include preparation of any deliverables other than those specified above (e.g. critical areas report, landscape plans).*
4. *Assessment of geologically hazardous areas is not included in this scope.*
5. *This proposal does not guarantee issuance of permits.*
6. *This proposal does not include permit submittals.*
7. *The assessment represents a snapshot at the time of the field work and may not necessarily remain accurate in the future.*
8. *Any required access permissions will be acquired by others.*

9. *No construction observation and monitoring are included with this proposal, but can be added on a time and materials basis or under an additional proposal.*
10. *This proposal assumes that an AutoCAD file of proposed project extents, existing conditions, and alignment will be provided following contract approval and/or when preliminary drawings become available.*
11. *Unless noted in the scope of services above, all deliverables will be provided in PDF format.*
12. *One day of site visits is included as reconnaissance for suitable replanting sites. If additional site visits are needed, these can be completed on a time and materials basis beyond the scope provided above, but only with client approval.*

Payment:

Our Services will be billed on a time and materials basis, with a not-to-exceed figure of \$15,965.00.

Please call if you have any questions or if we can provide you with any additional information.

Sincerely,



Lars Freeman-Wood
ISA Certified Arborist® WE-8769AU
Qualified Tree Risk Assessor (TRAQ)
ISA Certified Utility Specialist®

Proposal approved by:



Kenny Booth, AICP
Principal



Michael Minor & Associates
Sound . Vibration . Air
4923 SE 36th Avenue
Portland, Oregon 97202
503.220.0495 – fax 866.847.0495

To: Katheryn Seckel, Environmental Planner
From: Michael Minor, Principal, MM&A
Date: April 6, 2023
Subject: Scope and Fee for Noise:
SR-104 at 40th Place NE Roundabout Project Noise Analysis Review

Noise Analysis Scope of Work for WSDOT/FHWA Compliance

Michael Minor & Associates (MM&A) will provide a noise memorandum for the SR-104 at 40th Place NE Roundabout Project. The level of analysis will be determined by reviewing the project to first determine if it meets the level of a Type 1 Project as defined in the current Federal-Aid Policy Guide, Subchapter H, Part 772, *Procedures for Abatement of Highway Traffic Noise and Construction Noise* (FHWA 2010) and the *2011 Traffic Noise Policy and Procedures* (WSDOT 2012).

If the project is not considered Type 1, a noise review of the proposed retaining walls will be performed under the Lake Forest Park Ordinance Number 23-1272, Section 12.50.020 C6. This section requires consideration of retaining wall design to minimize noise reflections. The analysis will not include any noise measurements or predicted noise levels using the FHWA TNM. The analysis will consist of a review of the noise wall design to verify it meets the applicable ordinance on retaining walls.

If the project meets FHWA Type 1 requirements, a complete noise analysis is normally required. However, because this project is not receiving federal funding, a detailed noise study is not required. At the request of the City of Lake Forest Park, a scope and fee for a detailed noise analysis meeting WSDOT standards can be provided.

Noise Screening: Type 1

The project will be reviewed to determine the level of noise analysis typically required under the FHWA and WSDOT policy for federal funded projects. Under FHWA and WSDOT, only projects that are determined to be a Type 1 project are required to have a detailed noise study. For a project to be considered Type 1, the project must meet one or more of the following criteria:

- 1) The construction of a highway on a new location; or,
- 2) The physical alteration of an existing highway where there is either:
 - a. Substantial Horizontal Alteration. A project that halves the distance between the traffic noise source and the closest receptor between the existing condition to the future build condition.
 - b. Substantial Vertical Alteration. A project that removes shielding, therefore exposing the line-of-sight between the receptor and the traffic noise source. This is done by either

altering the vertical alignment of the highway or by altering the topography between the highway traffic noise source and the receptor; or

- 3) The addition of a through-traffic lane(s). This includes the addition of a through-traffic lane that functions as a HOV lane, High-Occupancy Toll (HOT) lane, bus lane, or truck climbing lane; or,
- 4) The addition of an auxiliary lane, except for when the auxiliary lane is a turn lane; or,
- 5) The addition or relocation of interchange lanes or ramps added to a quadrant to complete an existing partial interchange; or,
- 6) Restriping existing pavement for the purpose of adding a through-traffic lane or an auxiliary lane; or,
- 7) The addition of a new or substantial alteration of a weigh station, rest stop, ride-share lot, or toll plaza.

If a project is determined to be a Type I project under this definition, then the entire project area as defined in the environmental document is a Type I.

The initial review of the project area indicates that the proposed project is not likely meet these criteria on any noise-sensitive properties as defined under FHWA and WSDOT policy. The project will not add any new through lanes and does not appear to change the vertical or horizontal alignment sufficiently to meet Type 1 requirements (half the distance to the travel lanes or expose a previously shielded receiver).

The noise technical memorandum will be submitted in MS Word format for review and comments. After revisions based on the comments are completed, a final memorandum will be produced in PDF electronic format.

Noise Analysis Assumptions:

- > A review of planned and permitted properties will be performed to identify any potential new noise sensitive land uses.
- > CAD files (MicroStation or Civil 3D) will be provided.
- > If it is determined that the project meets the Type 1 requirements, then additional noise analysis may be required that is outside of this scope of services.

Noise Analysis Deliverables:

- > Noise Memorandum (draft and final)

Noise Analysis Time Frame:

- > Typical time to complete the memorandum is typically two week from NTP and receipt of the most current project design.

Type 1 Screening and Retaining Wall Analysis Fee:

The cost estimate for the noise is \$3,334.08.

Details below.

SR-104 at 40th Place NE Roundabout Project Noise Analysis Review

Noise Analysis and Abatement						
Task #	Description	M. Minor	Lead Noise	Noise/Air	Noise	Labor Cost by Task
		Principal	Analyst	Technician	Technician	
		M. Minor	M. Cordasco	B. Bloom	R. Roy	
1	Project Introduction/Preparation	1	1	0	0	\$112.00
2	Type 1 noise analysis review	2	12	0	0	\$594.00
3	Review retaining walls	6	2	0	0	\$524.00
4	Meetings	2	0	0	0	\$150.00
5		0	0	0	0	\$0.00
6		0	0	0	0	\$0.00
7		0	0	0	0	\$0.00
8		0	0	0	0	\$0.00
Labor Cost by Personnel		\$825.00	\$555.00	\$0.00	\$0.00	\$1,380.00

Indirect Cost Calculations

1.116	WSDOT approved Rate from 7/17/2023	920.70	619.38	0.00	0.00	1540.08
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Fixed Fee Calculations

0.3		247.50	166.50	0.00	0.00	414.00
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Total Labor Costs

		1993.20	1340.88	0.00	0.00	3334.08
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Direct Expense

<i>Travel</i>	Per-Diem	Hotel	Miles/Car	Air/Train/Cab	Count #
Depart (use First & Last Day rates)	\$0.00	\$0.00	\$0.00	\$0.00	
Overnight	\$0.00	\$0.00	\$0.00	\$0.00	
Return (use First & Last Day rates)	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other

Item A	\$0.00
Item B	\$0.00
Item C	\$0.00

Direct Expense Total

\$0.00

Total not to Exceed Cost Estimate

\$3,334.08

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New Maximum Amount Payable	\$1,043,520.75

Construction Management

For the SR 104 / 40th PI NE
Roundabout Project

Roundabout Construction Support

Construction Management

- City requested proposals from three construction management consultants

Construction Management Support

- On-call support will be provided by our current engineering design consultant and their subconsultants
- Will bridge the gap between design considerations and construction realities

Construction Management Proposals Received

\$2.2M – outlier

\$855,756 – competitive proposal

\$602,381 – lowest responsive, responsible
proposal came from Consor North America, Inc.

Amendment Recommendation

Construction Management

- \$602,381 for Consor North America, Inc.

Construction Management Support

- \$73,802 for Transportation Solutions, Inc. (TSI)
- \$77,149 for TSI subconsultants including Terra Vista, David Evans and Associates, GeoEngineers, Berger Partnership, Facet

Fiscal Considerations

Amendment Value

\$753,332

- Includes both Construction Management and Construction Management Support (\$602,381 + \$73,802 + \$77,149)

CIP Allocation Value

\$625,522

- Amendment value is \$127,810 over budgeted CIP allocation value
- Deficit could be offset by Transportation Benefit District fund or by traffic camera revenue

A group of people are gathered around a wooden table, looking at and pointing to architectural blueprints. The scene is brightly lit, and the focus is on the hands and the documents. The word "Questions" is overlaid on the image in a large, black, serif font.

Questions



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date April 24, 2025

Originating Department Community Development

Contact Person Mark Hofman, Community Development Director

Title Resolution 25-2016/Authorizing the Mayor to Sign the Water Resource Inventory Area 8 (WRIA 8) Interlocal Agreement Renewal 2026-2035

Legislative History

- WRIA 8 Presentation, Jason Mulvihill-Kuntz – Committee of the Whole, March 24, 2025
- Resolution Introduction – City Council Regular Meeting, April 24, 2025

Attachments:

1. Resolution 25-2016
2. Proposed WRIA 8 Interlocal Agreement Renewal 2026-2035
3. Current WRIA 8 Interlocal Agreement 2016-2025
4. WRIA 8 Geographical Exhibit
5. WRIA 8 Salmon Recovery Council Interlocal Agreement Renewal Memo, January 16, 2025
6. WRIA 8 Interlocal Agreement 2025 Cost Share

Executive Summary

This Resolution (**Attachment 1**) is to authorize the Mayor to sign the Water Resource Inventory Area 8 (WRIA 8) Interlocal Agreement renewal for 2026-2035 (**Attachment 2**). The existing 10-year WRIA 8 Interlocal Agreement (**Attachment 3**), used to support watershed-based salmon recovery efforts, expires December 31, 2025. The Agreement provides a mechanism and governance structure for the joint funding, planning, and implementation of priority salmon recovery projects and programs. The Agreement and the memorandum of understanding between King County as WRIA 8 service provider and the Salmon Recovery Council (SRC) need to be renewed to continue the WRIA 8 salmon recovery effort.

Background

Since 2001, the City has been part of the WRIA 8 Salmon Recovery Council through an Interlocal Agreement (ILA). WRIA 8 includes 29 jurisdictions located in King and Snohomish Counties, collaborating to implement the recommendations of the Chinook Salmon Conservation Plan. This Plan outlines actions to restore and protect salmon habitat. It is an approved plan that meets the federal Endangered Species Act requirements and supports the recovery of WRIA 8’s threatened Cedar River and Sammamish River Chinook salmon populations (**Attachment 4**). In 2015, the City renewed the ILA for ten years, extending it through 2025 (Resolution 1501 and Agreement No. AG-15-043).

The existing WRIA 8 Interlocal Agreement is set to expire on December 31, 2025. Following a partner review period, the proposed interlocal agreement was approved at the January 2025 WRIA 8 Salmon Recovery Council meeting. The new agreement was drafted to avoid substantial changes and continues the cost share arrangement for participating jurisdictions.

According to a WRIA 8 Salmon Recovery Council Interlocal Agreement Renewal Memo, dated January 16, 2025 (**Attachment 5**), the current WRIA 8 ILA has served partner governments well and no major changes have been identified to the purpose, structure, or function of the Salmon Recovery Council or Management Committee. Therefore, the proposed ILA renewal largely reflects clerical edits and reorganization to improve clarity, reflect current practices, and make the ILA more concise. The renewed ILA will be effective by January 1, 2026, or when at least 9 jurisdictions representing at least 70% of the population of WRIA 8 have signed the ILA. Lake Forest Park’s Partner Cost Share for the 2025 budget is \$5,409, based on a formula considering population, assessed value and square miles. Please see the attached Cost Share Table (**Attachment 6**) for more information.

WRIA 8 staff are requesting to have the 2026-2035 renewal agreement fully executed by the end of September 2025. WRIA 8 Salmon Recovery Manager, Jason Mulvihill-Kuntz, gave an Interlocal Agreement Briefing to the city’s Committee of the Whole on March 24, 2025. Per the ILA, the City appoints one elected official to participate on the WRIA 8 Salmon Recovery Council and attend subsequent meetings. The current appointed Council liaison, Councilmember Tracy Furutani, and staff will continue to provide updates to the City Council on the work implemented within the WRIA 8 area.

Fiscal & Policy Implications

The 2025 and 2026 cost share for the City to participate in WRIA 8 are contained in the adopted 2025/2026 Budget.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Adopt the Resolution authorizing the Mayor to sign the WRIA 8 Interlocal Agreement Renewal for 2026-2035. 	The City will continue to participate in WRIA 8 salmon recovery efforts as a member.
<ul style="list-style-type: none"> Not Adopt the Resolution authorizing the Mayor to sign the WRIA 8 Interlocal Agreement Renewal for 2026-2035. 	The City will not continue to participate in WRIA 8 salmon recovery efforts as a member.

Staff Recommendation

Authorize the Mayor to sign the WRIA 8 Interlocal Agreement Renewal for 2026-2035.

RESOLUTION NO. 25-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE WATER RESOURCE INVENTORY AREA 8 INTERLOCAL AGREEMENT RENEWAL 2026-2035

WHEREAS, the City of Lake Forest Park values ecosystem health; water quality improvement; flood hazard reduction; open space protection; and maintaining a legacy for future generations, including commercial, tribal, and sport fishing, quality of life, and cultural heritage; and

WHEREAS, the City of Lake Forest Park is a member of the Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 8 (WRIA 8), which addresses long-term watershed planning and conservation of the aquatic ecosystems and floodplains, and provides funding and implementation for related activities and projects; and

WHEREAS, the City has been part of the WRIA 8 Salmon Recovery Council through an Interlocal Agreement (“ILA”) since 2001. The WRIA 8 ILA includes 29 jurisdictions located within King and Snohomish Counties working together to implement the recommendations of the Chinook Salmon Conservation Plan; and

WHEREAS, the WRIA 8 Chinook Salmon Conservation Plan is one of 15 watershed-based chapters of the Puget Sound Salmon Recovery Plan; and

WHEREAS, the Chinook Salmon Conservation Plan includes actions to restore and protect salmon habitat. It is an approved plan that meets the requirements of the federal Endangered Species Act and supports recovery of WRIA 8’s threatened Cedar River and Sammamish River Chinook salmon populations; and

WHEREAS, the City of Lake Forest Park adopted Resolution 926 ratifying the Chinook Salmon Conservation Plan on June 6, 2005; and

WHEREAS, the WRIA 8 Chinook Salmon Conservation Plan recognizes that salmon recovery is a long-term effort, and focuses on 10-year implementation time horizons to allow for evaluation of progress and updating Plan goals and priorities; and

WHEREAS, the City of Lake Forest Park adopted Resolution 1501 authorizing the Mayor to sign the WRIA 8 ILA 2016-2025 on July 23, 2015 (Agreement No. AG-15-0430); and

WHEREAS, the existing 10-year WRIA 8 Interlocal Agreement 2016-2025, used to support watershed-based salmon recovery efforts, expires December 31, 2025; and

WHEREAS, the City wishes to continue to identify, coordinate, and implement habitat, water quality, flood hazard reduction, and water quantity projects in the watersheds through the WRIA 8 ILA partnership to support watershed-based salmon recovery efforts.

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

Section 1. AUTHORIZATION. The Mayor is hereby authorized to sign the Water Resource Inventory Area 8 Interlocal Agreement 2026-2035 for continued support of watershed-based salmon recovery efforts, in substantially the same form as attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ____ day of _____, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2016

INTERLOCAL AGREEMENT
For the Watershed Basins within Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation.

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999; and

WHEREAS, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

WHEREAS, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery actions, and

WHEREAS, the parties have participated in an Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the parties took formal action in 2005 and 2006 to ratify the WRIA 8 Plan, and

WHEREAS, the parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 to implement the WRIA 8 Plan; and

WHEREAS, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

WHEREAS, the parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore salmon habitat; and

WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

WHEREAS, the parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

WHEREAS, the parties recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

WHEREAS, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

WHEREAS, the parties recognize the importance of efforts to protect and restore habitat for multiple species in the Lake Washington/Cedar/Sammamish Watershed, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

WHEREAS, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with floodplain management, water quality and agriculture; and

WHEREAS, the parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto do mutually covenant and agree as follows:

MUTUAL COVENANTS AND AGREEMENTS

- 1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1. **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish; the cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville; the towns of Beaux Arts, Hunts Point, Woodway and Yarrow Point; and other interested public agencies and tribes.
 - 1.2. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of members who are designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement. In addition, the *WRIA 8 Salmon Recovery Council* includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the *WRIA 8 Plan*. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.
 - 1.3. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005:** *WRIA 8 Plan* as referred to herein is the three volume document, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.
 - 1.4. **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the party members of the *WRIA 8 Salmon Recovery Council*, according to the voting procedures in Section 5, and charged with staff oversight and administrative duties on the *WRIA 8 Salmon Recovery Council's* behalf.
 - 1.5. **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the *WRIA 8 Salmon Recovery Council*, in exchange for payment. The *Service Provider(s)* may be a party to this Agreement.

- 1.6 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning, implementation, and adaptive management for the recovery of the listed species under the Endangered Species Act, and may include but are not limited to environmental and business interests.
- 2. **PURPOSES.** The purposes of this Agreement include the following:
 - 2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the implementation of the **WRIA 8 Plan**
 - 2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.
 - 2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.
 - 2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery Council**.
 - 2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
 - 2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and state wide salmon recovery forums.
 - 2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the **WRIA 8 Plan** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

- 2.8 To develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.
- 2.9 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future ESA efforts.
- 2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.
- 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual jurisdiction or water quality policy bodies such as the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2016 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy percent (70%) of the affected population, as authorized by each jurisdiction's legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and .200. If such requirements are not met by January 1, 2016, then the effective date of this Agreement shall be the date on which such requirements are met. This Agreement provides the mechanism and governance structure for implementation of the **WRIA 8 Plan** from January 1, 2016 through December 31, 2025. Once effective, this Agreement shall remain in effect through December 31, 2025; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population,.

4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the "**WRIA 8 Salmon Recovery Council**") the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the **WRIA 8 Salmon Recovery Council**, to serve as the formal governance structure for carrying out the purposes of this Agreement in partnership with non-party members. Each party to this agreement shall appoint one (1) elected official to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The **WRIA 8 Salmon Recovery Council** is a voluntary association of the county and city governments, and other interested public agencies and tribes, located wholly or partially within the management area of WRIA 8 and the Lake Washington/Cedar/Sammamish watershed basins and associated Puget Sound drainages who

choose to be parties to this Agreement. Representatives from stakeholder entities who are selected under the voting provisions of Section 5.2 of this agreement are also part of this association.

4.1 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the party members of the **WRIA 8 Salmon Recovery Council** shall meet and choose from among its members, according to the voting provisions of Section 5, five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the funds and personnel contributed under this Agreement, in accordance with the adopted annual budget and such other directions as may be provided by the party members of the **WRIA 8 Salmon Recovery Council**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the Management Committee. The **Management Committee** shall act as an executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for oversight and evaluation of any **Service Providers** or consultants, for administration of the budget, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

4.1.1 Services to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be provided by King County Department of Natural Resources which shall be the primary **Service Provider** unless the party members pursuant to the voting provisions of Section 5 choose another primary **Service Provider**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by an authorized representative of King County and an authorized representative of WRIA 8, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of and job descriptions for dedicated staff in increments no smaller than .5 FTE, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.1.2 The **Management Committee** shall make recommendations to the party members of the **WRIA 8 Salmon Recovery Council** for action, including decisions related to work program, staffing and service agreements, and budget and financial operations, annually for each year of this Agreement. All duties of the **Management Committee** shall be established by the party members of the **WRIA 8 Salmon Recovery Council**.

- 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority and mandate to establish and adopt the following:
- 4.2.1 By September 1 of each year, establish and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each party to the Agreement, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the **WRIA 8 Salmon Recovery Council**, as more current data become available, and in accordance with Section 2.2. Individual party cost shares may change more frequently than every three years for parties involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the **Management Committee**, which will develop a recommendation for review and approval by, the **WRIA 8 Salmon Recovery Council**.
 - 4.2.2 Review and evaluate annually the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider(s)** to this Agreement, and provide for whatever actions it deems appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. In evaluating the performance of any **Service Provider(s)**, at least every three (3) years, the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided. Evaluations of the **Service Provider(s)** shall occur in years 3, 6, and 9 of the Agreement
 - 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of implementation and adaptive management activities within the WRIA during each year of this Agreement.
- 4.3 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or

general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.

4.4 The party members of the **WRIA 8 Salmon Recovery Council** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The party members on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active party members. A quorum exists if a majority of the party members are present at the **WRIA 8 Salmon Recovery Council** meeting, provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by parties shall not be included in calculating the quorum. In addition, positions will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum until that time in which the party member is present. The voting procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a quorum of the active party members present for any action or decision to be effective and binding.

5.1.1 Decisions shall be made using a consensus model as much as possible. Each party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the party members at the meeting, or by a majority recommendation agreed upon by the active party members, with a minority report. Any party who does not accept a majority decision may request weighted voting as set forth below.

5.1.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall take action on a dual-majority basis, as follows:

5.1.2.1 Each party, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 8 Salmon Recovery Council** action.

5.1.2.2 The weighted vote of each party in relation to the weighted votes of each of the other parties shall be determined by the percentage of the annual contribution by each party set in accordance with Subsection 4.2.1 in the year in which the vote is taken.

5.1.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active party members to this Agreement and by a majority of the weighted votes of the active party members to this Agreement. No action shall be valid

and binding on the parties to this Agreement until it shall receive majority of votes of both the total number of active party members to the Agreement and of the active members representing a majority of the annual budget contribution for the year in which the vote is taken. A vote of abstention shall be recorded as a "no" vote.

5.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party stakeholder representatives and other persons who are appropriate for the implementation and adaptive management of the **WRIA 8 Plan**.

5.2.1 Nomination of such non-party members may be made by any member of the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of such non-party members requires either consensus or dual majority of party members as provided in Section 5.1.

5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow non-party members to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The party members may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Sections 5.1, except in the case where legislation requires non-party member votes.

5.2.3 Decisions of the entire **WRIA 8 Salmon Recovery Council**, both party and non-party members, shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Sections 5.1 and a majority of the non-party members.

6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.**

The **WRIA 8 Plan** shall be implemented with an adaptive management approach. Such an approach anticipates updates and amendments to the **WRIA 8 Plan**. Such amendments to be effective and binding must comply with the following provisions:

6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8 Plan** amendments prepared and recommended by the committees of the **WRIA 8 Salmon Recovery Council** within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5.

6.2 In the event that any amendments are not so approved, they shall be returned to the committees of the **WRIA 8 Salmon Recovery Council** for further consideration and amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for decision.

- 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery Council**, the plan amendments shall be referred to the parties to this Agreement for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8 Plan** to any state or federal agency as may be required for further action.
- 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further consideration and may refer the plan or amendments to the committees of the **WRIA 8 Salmon Recovery Council** for recommendation on amendments thereto.
- 6.5 The parties agree that any amendments to the **WRIA 8 Plan** shall not be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each party shall be responsible for meeting its financial obligations hereunder as described in Section 2.2, and established in the annual budget adopted by the **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section 4.2.1. The maximum funding responsibilities imposed upon the parties during the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated every third year as described in Section 4.2.1, or as annexations result in changes to the area, population, and assessed value calculation for those parties involved in the annexation to the extent that the cost shares established by the formula set forth in Exhibit A would be changed for such parties by the annexation
- 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g. staffing) of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized implementation and adaptive management activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.

7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation. Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS**. A county or city government, or other interested public agency or tribe in King or Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to Section 8. The parties and the county, city, or other public agency or tribe seeking to become a party shall jointly determine the terms and conditions under which the county, city, or other public agency or tribe may become a party. These terms and conditions shall include payment by such county, city, or other public agency or tribe to the **Fiscal Agent** of the amount determined jointly by the parties and the county, city, or other public agency or tribe to represent such county, city, or other public agency or tribe's fair and proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon Recovery Council** and the parties on its behalf as of the date the county, city, or other public agency or tribe becomes a party. Any county, city, or other public agency or tribe that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement. After the inclusion of such entity as a party to this Agreement, the formula for party contribution shall be adjusted for the following year to reflect the addition of this new party.9.

TERMINATION. This Agreement may be terminated by any party, as to that party only, upon sixty (60) calendar days' written notice to all other parties. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination. This Agreement may be terminated at any time by the written agreement of all parties. It is possible that the makeup of the parties to this Agreement may change from time to time. Regardless of any such changes, the parties choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in the annual budget.

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
11. **NO ASSUMPTION OF LIABILITY.** In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.
12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in the *WRIA 8 Plan* pursuant to this Agreement.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the parties to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 8 Salmon Recovery Council* or any of the parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the parties to this Agreement, represented by affirmative action by their legislative bodies.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

- 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each party must approve this Agreement before any representative of such party may sign this Agreement.
- 18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

TOWN OF BEAUX ARTS VILLAGE:

By: _____

By:  _____

Title: _____

Title: Mayor _____

Date: _____

Date: 8 Sept 2015 _____

Approved as to form:

By: 
Title: Dep. City Atty
Date: 10/22/15

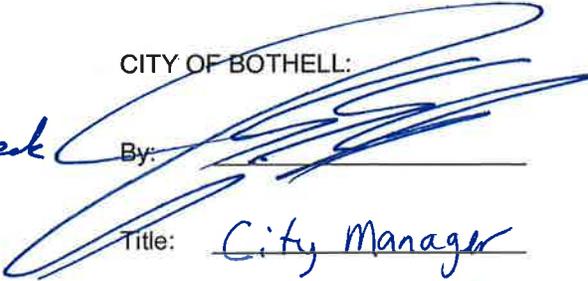
CITY OF BELLEVUE:

By: 
Title: Dep. City Mgr
Date: 10/22/2015

Approved as to form:

CITY OF BOTHELL:

By: Pat O'By for Joe Beck

By: 

Title: Assoc. City Abb.

Title: City Manager

Date: 10/27/15

Date: 10-28-15

Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF CLYDE HILL:

By: *[Signature]*

Title: *Mayor*

Date: *8/13/15*

Approved as to form:

CITY OF EDMONDS:

By: Sharon Catta

By: David D. Early

Title: CITY ATTORNEY

Title: Mayor

Date: 11-5-15

Date: 11.4.15

Approved as to form:

TOWN OF HUNTS POINT:

By: _____

By: [Signature]

Title: _____

Title: Mayor

Date: _____

Date: 14 Sept 2015

Approved as to form:

CITY OF ISSAQUAH:

By: _____

By:  _____

Title: _____

Title: *Mayor* _____

Date: _____

Date: *7/24/15* _____

Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF KENMORE:

By: 

Title: CITY MANAGER

Date: 12/18/2015

Approved as to form:

CITY OF KENT:

By: *Jim Bullock*

By: *Ezette Cook*

Title: CITY ATTORNEY

Title: Mayor

Date: 8/21/15

Date: 8/26/15

Approved as to form:

KING COUNTY:

By: [Signature]

By: [Signature]

Title: Deputy Association Mgr.

Title: Director, KCDNRSP

Date: 12/1/15

Date: 12/1/2015

Approved as to form:

CITY OF KIRKLAND:

By: _____

By: Maulynne Beard

Title: _____

Title: Deputy City Manager

Date: _____

Date: 12/3/15

Approved as to form:

By: K. Q. Pratt

Title: Interim City Attorney

Date: 7-23-15

CITY OF LAKE FOREST PARK:

By: Catherine Stanford

Title: Deputy Mayor

Date: 7-23-15

Approved as to form:

By: PTau
Title: City Attorney
Date: 10-15-15

CITY OF MAPLE VALLEY:
By: [Signature]
Title: City Manager
Date: 10/15/2015

Approved as to form:

CITY OF MEDINA:

By: _____

By:  _____

Title: _____

Title: City Manager

Date: _____

Date: 1-13-2016

Approved as to form:

CITY OF MERCER ISLAND:

By: 
Kari L. Sand
Title: City Attorney
Date: 11.23.15

By: 
Title: City Manager
Date: 11-30-15

Approved as to form:

CITY OF MOUNTLAKE TERRACE:

By: Greg Sch
Title: City Attorney
Date: 9-21-2015

By: [Signature]
Title: INTERIM CITY MGR
Date: 9/21/15

Approved as to form:

CITY OF MUKILTEO:

By: _____

By: Jeffrey

Title: _____

Title: Mayor

Date: _____

Date: 9.29.15

Approved as to form:

By: *Dawn Burtan*
Title: *City Attorney*
Date: *11/10/15*

CITY OF NEWCASTLE:

By: *[Signature]*
Title: *City Manager*
Date: *11/17/15*

Approved as to form:

CITY OF REDMOND:

By: James E. Hanley
James E. Hanley

By: Michael B. Q. for
John Marchione

Title: CITY ATTORNEY

Title: Mayor

Date: November 5, 2015

Date: November 4, 2015

Approved as to form:

By: Lawrence Warner

Title: City Attorney

Date: 9/21/15

CITY OF RENTON:

By: Dennis Law

Title: Mayor

Date: 9/21/15

Attest: Jason Seth

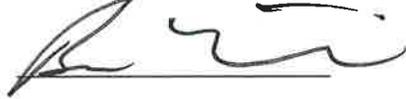
Jason Seth, City Clerk



Approved as to form:

CITY OF SAMMAMISH:

By: 

By: 

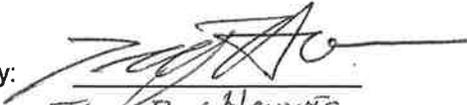
Title: City Attorney

Title: City Manager

Date: October 7, 2015

Date: October 7, 2015

Approved as to form:

By: 
Title: Kimberly Harris
Asst City Attorney
Date: 7/21/15

CITY OF SEATTLE:

By: 
Title: DIRECTOR, SPU
Date: 7/23/15

Approved as to form:

By: [Signature]
Title: City Attorney
Date: 10-28-15

CITY OF SHORELINE:

By: [Signature]
Title: Acting City Manager
Date: 10-28-15

Approved as to form:

By: [Signature]

Title: Deputy Pros. Atty

Date: 9/14/15

SNOHOMISH COUNTY:

By: [Signature]

Title: EXECUTIVE

Date: 12-18-15

COUNCIL USE ONLY
Approved: 12-16-15
Docfile: D-20

Approved as to form:

By: [Signature]
Title: City Attorney
Date: 10/6/2015

CITY OF WOODINVILLE:

By: [Signature]
Title: Interim City Manager
Date: 10/9/15

Approved as to form:

By: Wayne Stenel
Title: Town Attorney
Date: 9/22/15

TOWN OF WOODWAY:

By: Carla A. Nichols
Title: MAYOR
Date: Sep. 21, 2015

Approved as to form:

TOWN OF YARROW POINT:

By: Anastasiya Warkul

By: [Signature]

Title: Clerk Treasurer

Title: Mayor

Date: October 19 2015

Date: October 19 2015

Exhibit A

Regional Watershed Funding

WRIA Based Cost-share: WRIA 8

For 2016

Total : \$553,713

Note: Total reflects WRIA 8 Salmon Recovery Council decision (March 19, 2015) to provide for an annual increase in the ILA cost share not to exceed the Consumer Price Index for Wages, which is estimated to be 2.18% in 2016. Jurisdictional area, population, and assessed value is to be recalculated every three years per the WRIA 8 interlocal agreement for 2016-2025.

WRIA 8 Salmon Recovery Council approved 3-19-15

WRIA 8 Jurisdiction	Population (Pop)	Assessed Value (AV)	Area (Sq. Mi.)	Cost-Share Amount (Average of Pop, AV, Area)	WRIA 8 Jurisdiction				
Beaux Arts	290	0.0%	\$104,734,000	0.0%	0.08	0.0%	0.0%	\$143	Beaux Arts
Bellevue	132,100	9.3%	\$33,167,992,493	12.5%	33.53	7.2%	9.7%	\$53,631	Bellevue
Bothell	40,540	2.9%	\$5,955,222,655	2.2%	13.66	2.9%	2.7%	\$14,849	Bothell
Clyde Hill	2,980	0.2%	\$1,714,510,000	0.6%	1.06	0.2%	0.4%	\$2,004	Clyde Hill
Edmonds	39,950	2.8%	\$7,512,735,402	2.8%	8.99	1.9%	2.5%	\$14,007	Edmonds
Hunts Point	395	0.0%	\$784,473,000	0.3%	0.28	0.1%	0.1%	\$709	Hunts Point
Issaquah	32,130	2.3%	\$6,132,631,583	2.3%	11.4	2.4%	2.3%	\$12,981	Issaquah
Kenmore	21,170	1.5%	\$2,835,378,679	1.1%	6.14	1.3%	1.3%	\$7,169	Kenmore
Kent	0	0.0%	\$1,714,000	0.0%	0.45	0.1%	0.0%	\$180	Kent
King County (Uninc.)	129,665	9.2%	\$16,265,512,387	6.1%	166.03	35.7%	17.0%	\$94,041	King County (Uninc.)
Kirkland	81,730	5.8%	\$14,356,215,877	5.4%	17.81	3.8%	5.0%	\$27,719	Kirkland
Lake Forest Park	12,680	0.9%	\$1,844,674,400	0.7%	3.51	0.8%	0.8%	\$4,330	Lake Forest Park
Maple Valley	2,454	0.2%	\$357,899,600	0.1%	1.3	0.3%	0.2%	\$1,085	Maple Valley
Medina	3,000	0.2%	\$2,822,326,500	1.1%	1.41	0.3%	0.5%	\$2,918	Medina
Mercer Island	22,720	1.6%	\$9,132,580,404	3.5%	6.21	1.3%	2.1%	\$11,790	Mercer Island
Mill Creek	18,600	1.3%	\$3,048,481,121	1.2%	4.68	1.0%	1.2%	\$6,404	Mill Creek
Mountlake Terrace	20,160	1.4%	\$2,269,630,481	0.9%	4.17	0.9%	1.1%	\$5,862	Mountlake Terrace
Mukilteo	20,440	1.4%	\$3,843,580,393	1.5%	6.00	1.3%	1.4%	\$7,722	Mukilteo
Newcastle	10,640	0.8%	\$1,888,944,600	0.7%	4.46	1.0%	0.8%	\$4,471	Newcastle
Redmond	55,840	3.9%	\$11,941,569,998	4.5%	16.45	3.5%	4.0%	\$22,123	Redmond
Renton	59,193	4.2%	\$6,961,057,377	2.6%	13.81	3.0%	3.3%	\$18,040	Renton
Sammamish	48,060	3.4%	\$8,110,684,304	3.1%	17.05	3.7%	3.4%	\$18,675	Sammamish
Seattle	435,487	30.7%	\$92,061,834,922	34.8%	53.01	11.4%	25.6%	\$141,950	Seattle
Shoreline	53,670	3.8%	\$7,322,409,100	2.8%	11.59	2.5%	3.0%	\$16,693	Shoreline
Sno. Co. (Uninc.)	159,369	11.3%	\$20,454,964,615	7.7%	55.51	11.9%	10.3%	\$57,030	Snoh. Co. (Uninc.)
Woodinville	10,990	0.8%	\$2,507,893,071	0.9%	5.66	1.2%	1.0%	\$5,424	Woodinville
Woodway	1,300	0.1%	\$441,766,909	0.2%	1.08	0.2%	0.2%	\$905	Woodway
Yarrow Point	1,015	0.1%	\$838,037,500	0.3%	0.36	0.1%	0.2%	\$859	Yarrow Point
Totals	1,416,568	100.0%	\$264,679,455,371	100.0%	465.69	100.0%	100.0%	\$553,713	Totals

NOTE: King County land area excludes the Upper Cedar basin

DATA SOURCES:

- Parcels with 2013 Assessment data
- 2010 Census Tracts
- 2013 Population
- King County Cities
- Snohomish County Cities

INTERLOCAL AGREEMENT

For Chinook Salmon Conservation Planning for the Watershed Basins within
Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington (RCW) by and among the eligible governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of the Lake Washington/Cedar/Sammamish Watershed or Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties").

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the WRIA 8 Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999 and steelhead trout were listed as threatened under ESA in 2007; and

WHEREAS, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

WHEREAS, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery and watershed conservation actions, and

WHEREAS, the parties have executed Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the parties took formal action in 2005 to ratify the WRIA 8 Plan, and

WHEREAS, the parties have executed the 2001-2005 Interlocal Agreement, and extensions for the years 2007-2015 and 2016-2025 to implement the WRIA 8 Plan and improve watershed health; and

WHEREAS, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

WHEREAS, the parties have participated for 20 years in prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; and

WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

WHEREAS, the parties wish to continue to identify, coordinate, and implement habitat, water quality, flood hazard reduction, and water quantity projects in the watersheds; and

WHEREAS, the parties recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

WHEREAS, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

WHEREAS, the parties recognize the importance of efforts to protect and restore habitat for multiple species in WRIA 8, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

WHEREAS, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with other regional efforts, including floodplain management, stormwater management, water quality improvement, etc.; and

WHEREAS, the parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto do mutually covenant and agree as follows:

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1. **ELIGIBLE GOVERNMENTS:** The governments eligible for participation in this Agreement as parties are state, local, and federally recognized Indian tribal governments, state and local agencies, and special purpose districts within WRIA 8 boundary.
 - 1.2. **WRIA 8 ILA Parties:** The Parties to the WRIA 8 Interlocal Agreement (“Party” or “Parties”) are the *Eligible Governments* who sign this Agreement and are responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the *WRIA 8 Salmon Recovery Council*.
 - 1.3. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of *Party* representatives and *Stakeholders* . The *WRIA 8 Salmon Recovery Council* is a voluntary association of *Eligible Governments* located wholly or partially within the management area of WRIA 8. The *WRIA 8 Salmon Recovery Council* shall be responsible for making recommendations for implementing the *WRIA 8 Plan* to the *Parties*.
 - 1.4. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN:** The *WRIA 8 Chinook Salmon Conservation Plan (WRIA 8 Plan)* as referred to herein is the three volume document, the 2017 update to the WRIA 8 Plan, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with *Stakeholders* and ratified by the *Parties* for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.
 - 1.4. **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein is chosen by *Party* representatives, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on behalf of the *Parties* as provided in Section 4.2.
 - 1.5. **SERVICE PROVIDER:** *Service Provider*, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the *WRIA 8 Salmon Recovery Council*, in exchange for payment. The *Service Provider* may be a party to this Agreement.
 - 1.6. **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 8 Salmon Recovery Council*, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

- 1.7 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 8 who reflect the diverse interests integral for planning, implementation, and adaptive management of the **WRIA 8 Plan**.
- 2. **PURPOSES.** The purposes of this Agreement include the following:
 - 2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the **WRIA 8 Plan**.
 - 2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.
 - 2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.
 - 2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery Council**.
 - 2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
 - 2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8. The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and statewide salmon recovery forums.
 - 2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation of the **WRIA 8 Plan** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.
 - 2.8 To develop and articulate WRIA-based positions on salmon habitat, conservation, and funding to state and federal legislators.
 - 2.9 To provide for the ongoing participation of residents and other **Stakeholders** in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to

educate and garner support for current and future watershed and ESA listed species response efforts in accordance with the **WRIA 8 Plan**.

2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.

2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

It is not the purpose or intent of this Agreement to create, supplant, preempt, or supersede the authority or role of any individual jurisdiction or water quality policy bodies such as the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population, as authorized by each **Parties'** legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and 200. Once effective, this Agreement shall remain in effect through December 31, 2035; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population of WRIA 8.

4. **ORGANIZATION AND MEMBERSHIP.** The parties hereby establish **WRIA 8 Salmon Recovery Council** to serve as the formal governance structure for carrying out the purposes of this Agreement in collaboration with **Stakeholders**.

4.1 Each **Party** shall appoint one (1) elected official and one (1) alternate to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The alternate representative may be a different elected official or senior staff person. **Party** representatives shall be responsible for maintaining the **Party's** status as an active party by attending **WRIA 8 Salmon Recovery Council** meetings. A **Party** representative's position will be considered inactive on the third consecutive absence and shall not be included in calculating a quorum under Section 5.1. **Stakeholders** shall be appointed or removed by **Party** representatives using the voting provisions of Section 5.3 of this Agreement.

4.2 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall meet and choose from among the **Party** representatives, according to the voting provisions of Section 5, at least five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget, work program, and such other directions as may be provided by the **WRIA 8 Salmon Recovery Council**. Representatives of the **Fiscal Agent** and **Service Provider**

may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as an executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work program, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

4.3 The **Service Provider** to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be King County Department of Natural Resources and Parks, unless the **Parties**, pursuant to the voting provisions of Section 5, choose another primary **Service Provider**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by an authorized representative of the **Service Provider** and an authorized representative of **WRIA 8 Salmon Recovery Council**, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of, and job descriptions for, dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 The **Management Committee** shall make recommendations to the **WRIA 8 Salmon Recovery Council** for action, including decisions related to work program, staffing and service agreements, and budget and financial operations, annually for each year of this Agreement. All duties of the **Management Committee** shall be established by the **WRIA 8 Salmon Recovery Council**.

4.4 By October 1 of each year, the **WRIA 8 Salmon Recovery Council** shall develop and approve an annual budget, establishing the level of funding and total resource obligations of the **Parties** which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each **Parties**, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the **WRIA 8 Salmon Recovery Council**. Individual cost shares may change more frequently than every three years for **Parties** involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the **Management Committee**, which will develop a recommendation for review and approval by the **WRIA 8 Salmon Recovery Council**.

4.5 **Party** representatives of the **WRIA 8 Salmon Recovery Council** shall oversee and administer the expenditure of budgeted funds and allocate resources contributed by each

Party or obtained from other sources in accordance with implementation and adaptive management of the **WRIA 8 Plan** during each year of this Agreement.

- 4.6 The **WRIA 8 Salmon Recovery Council** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement and provide for whatever actions deemed appropriate and necessary to ensure that quality services are efficiently, effectively, and responsibly delivered in the performance of the purposes of this Agreement. The performance of the Service Provider and Fiscal Agent shall be assessed every two years starting in 2027. In evaluating the performance of any **Service Provider**, the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided.
- 4.7 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. The **Parties** may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes. Nothing in this Agreement shall be construed as creating a separate legal or administrative entity. The **Parties** acknowledge neither the **WRIA 8 Salmon Recovery Council** nor the **Management Committee** is a separate legal entity.
- 4.8 The **WRIA 8 Salmon Recovery Council** shall adopt operating and voting procedures for its deliberations, but such procedures shall not affect the voting provisions contained in Section 5. The **WRIA 8 Salmon Recovery Council** shall also adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The **Parties** on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scopes of work, budgets, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:

- 5.1 Decisions shall be made using a consensus model as much as possible. Each **Party** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties** at the meeting, or by a majority recommendation agreed upon by the active **Parties**, as specified in Section 4.1, with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below. No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active **Parties**. A quorum exists if a majority of the active **Parties'** representatives are present

at the **WRIA 8 Salmon Recovery Council** meeting, provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by **Parties** shall not be included in calculating the quorum.

- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall take action on a dual-majority basis, as follows:
 - 5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 8 Salmon Recovery Council** action.
 - 5.2.2 The weighted vote of each **Party** in relation to the weighted votes of each of the other **WRIA 8 ILA Parties** shall be determined by the percentage of the annual contribution by each **Party** set in accordance with Subsection 4.4 in the year in which the vote is taken.
 - 5.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active **Parties** and by a majority of the weighted votes of the active **Parties**. A vote of abstention shall be recorded as a “no” vote.
- 5.3 The **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party **Stakeholder**.
 - 5.3.1 Nomination of **Stakeholder** may be made by any **Party** representative to the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of a **Stakeholder** requires either consensus or a dual majority vote of the **Parties** as provided in Section 5.2.
 - 5.3.2 **Party** representatives on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow **Stakeholders** to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The **WRIA 8 Salmon Recovery Council** may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Section 5.1, except in the case where legislation requires non-party member votes. **Stakeholders** shall not cast a vote for decisions subject to voting under Section 5.2.
 - 5.3.3 Decisions of the entire **WRIA 8 Salmon Recovery Council** shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Section 5.1.
 - 5.3.4 By accepting appointment to the **WRIA 8 Salmon Recovery Council**, **Stakeholders** agree to follow the operating and voting procedures established by Section 4.8 and shall not distribute any version or amendment to the **WRIA 8 Plan** which has not been ratified consistent with Section 6.5.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON**

CONSERVATION PLAN. The *WRIA 8 Plan* shall be implemented consistent with the following:

- 6.1 The *WRIA 8 Salmon Recovery Council* shall provide information to the *Parties* regarding progress in achieving the goals and objectives of the *WRIA 8 Plan*. Recommendations of the *WRIA 8 Salmon Recovery Council* are to be consistent with the purposes of this Agreement. The *WRIA 8 Salmon Recovery Council* may authorize additional advisory bodies on priority topics such as subcommittees and work groups.
- 6.2 The *WRIA 8 Salmon Recovery Council* shall act to approve or remand any *WRIA 8 Plan* amendments prepared and recommended by the committees of the *WRIA 8 Salmon Recovery Council* within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5. In the event any amendments are not so approved, they shall be returned to the committees of the *WRIA 8 Salmon Recovery Council* for further consideration and amendment and thereafter returned to the *WRIA 8 Salmon Recovery Council* for decision.
- 6.3 After approval of the *WRIA 8 Plan* amendments by the *WRIA 8 Salmon Recovery Council*, the plan amendments shall be referred to the *Parties* for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the *WRIA 8 Salmon Recovery Council* shall transmit the updated *WRIA 8 Plan* to any state or federal agency as may be required for further action.
- 6.4 In the event that any state or federal agency to which the *WRIA 8 Plan* or amendments thereto are submitted shall remand the *WRIA 8 Plan* or amendments thereto for further consideration, the *WRIA 8 Salmon Recovery Council* shall conduct such further consideration and may refer the plan or amendments to the committees of the *WRIA 8 Salmon Recovery Council* for recommendation on amendments thereto.
- 6.5 The *Parties* agree that any amendments to the *WRIA 8 Plan* shall not be forwarded separately by any *Party* or *Stakeholder* to any regional, state, or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each *Party* shall be responsible for meeting its individual financial obligations hereunder as described in Section 2.2 and established in the annual budget adopted by the *WRIA 8 Salmon Recovery Council* under this Agreement and described in Section 4.4.

- 7.2 The maximum funding responsibilities imposed upon the **Party** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
 - 7.3 No later than October 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g., staffing) of the individual **Parties** for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 8. The **Parties** shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget and shall have done so no later than December 1 of each such year.
 - 7.4 Funds collected from the **Parties** or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
 - 7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** Any **Eligible Government** may become a **Party** only with the written consent of all the **Parties**. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to this section. The **WRIA 8 Salmon Recovery Council** and the **Eligible Government** seeking to become a party shall jointly determine the terms and conditions under which the **Eligible Government** may become a **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **Fiscal Agent**. The amount of payment is determined jointly by the **WRIA 8 Salmon Recovery Council** and the new **Party**. The payment of the new **Party** is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon Recovery Council** and the **Parties** on its behalf as of the date the **Eligible Government** becomes a **Party**. Any **Eligible Government** that becomes a **Party** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Parties** to this Agreement.
9. **TERMINATION.**
- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The

terminating **Party** shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating **Party** up to the effective date of such termination. It is possible that the makeup of the **Parties** to this Agreement may change from time to time. Regardless of any such changes, the **Parties** choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.

9.2 This Agreement may be terminated at any time by the written agreement of all **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the parties pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing party if such **Party** can be identified, and if the party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.

10. **PROPERTY:** The **Parties** do not contemplate a need to acquire or hold property to facilitate the purpose of this agreement. To the extent property is acquired on behalf of the **WRIA 8 Salmon Recovery Council**, the ownership of said property shall be retained by the purchasing **Party** and said property will be returned to the purchasing **Party** upon termination of the agreement and/or the purchasing **Party's** participation in the agreement.

11. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other **Parties**, and for the limited purposes set forth in this agreement, each **Party** shall protect, defend, hold harmless and indemnify the other **Parties**, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such **Party's** own negligent acts or omissions related to such **Party's** participation and obligations under this Agreement. Each **Party's** agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each **Party**, by mutual negotiation, hereby waives, with respect to the other **Parties** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this section shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.

12. **NO ASSUMPTION OF LIABILITY.** In no event do the **Parties** to this Agreement intend to assume any responsibility, risk or liability of any other **Party** to this Agreement or otherwise with

regard to any **Party's** duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.

- 13. **VOLUNTARY AGREEMENT.** This agreement is voluntary and it is acknowledged and agreed that, in entering into this Agreement, no **Party** is committing to adopt or implement any actions or recommendations that may be contained in the **WRIA 8 Plan** pursuant to this Agreement.
- 14. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Parties** to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a **Party** to such decision or agreement.
- 15. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, National Marine Fisheries Service, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **WRIA 8 Salmon Recovery Council** or any of the **Parties**, or their officers, elected officials, agents and employees, to any third party.
- 16. **AMENDMENTS.** This Agreement may be amended, altered, or clarified only by the unanimous consent of the **Parties** to this Agreement, represented by affirmative action by each **Party's** legislative body.
- 17. **COUNTERPARTS.** This Agreement may be executed in counterparts.
- 18. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each **Party** must approve this Agreement before any representative of such **Party** may sign this Agreement.
- 19. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
- 20. **PREVIOUS INTERLOCAL.** This Agreement shall repeal and replace the **Parties'** previous interlocal agreement, which was expected to terminate on December 31, 2025, and was adopted on or about July 16, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

TOWN OF BEAUX ARTS VILLAGE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BELLEVUE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BOTHELL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF CLYDE HILL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF EDMONDS:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF EVERETT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF HUNTS POINT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF ISSAQUAH:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENMORE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

KING COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KIRKLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF LAKE FOREST PARK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MAPLE VALLEY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MEDINA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MERCER ISLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MILL CREEK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MOUNTLAKE TERRACE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MUKILTEO:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF NEWCASTLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF REDMOND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF RENTON:

By: _____

By: _____

Title: _____

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Date: _____

Date: _____

Approved as to form:

CITY OF SAMMAMISH:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SEATTLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SHORELINE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

SNOHOMISH COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF WOODINVILLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF WOODWAY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF YARROW POINT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____





WRIA 8 Salmon Recovery Council Interlocal Agreement Renewal (2026-2035)

January 16, 2025

Decision

The SRC should consider approval of the proposed final draft WRIA 8 Interlocal Agreement.

Background

The current WRIA 8 Interlocal Agreement (ILA) between the 29 local government partners expires December 31, 2025. The ILA provides a mechanism and governance structure for the joint funding, planning, and implementation of priority salmon recovery projects and programs. The ILA and the memorandum of understanding between King County as WRIA 8 service provider and the Salmon Recovery Council (SRC) need to be renewed to continue the WRIA 8 salmon recovery effort. Between July and November, WRIA 8 ILA partners worked with WRIA 8 staff and the King County Prosecuting Attorney’s Office to develop final draft language for a renewed ILA for approval by the WRIA 8 Salmon Recovery Council at the November 2024, and ratification by all ILA partners by the end of 2025. The new ILA is intended to be effective on January 1, 2026.

The current WRIA 8 ILA has served partner governments well and no major changes have been identified to the purpose, structure, or function of the Salmon Recovery Council or Management Committee. Therefore, the proposed draft ILA largely reflects clerical edits and reorganization to improve clarity, reflect current practice, and make the ILA more concise. A summary of more significant changes is in the table on page 3. The ILA review process and schedule below identifies major milestones for renewing the ILA by December 31, 2025. The renewed ILA will be effective by January 1, 2026, or when at least 9 jurisdictions representing at least 70% of the population of WRIA 8 have signed the ILA.

ILA Review and Process

- ✓ **May-June 2024:** WRIA 8 staff work with King County Prosecuting Attorney’s Office to develop draft ILA language.
- ✓ **July 2024:**
 - ILA Renewal ‘kickoff’ with initial review of draft language by WRIA 8 Implementation and Technical Committee and Salmon Recovery Council.
 - Send draft ILA to WRIA 8 ILA partner governments to request formal review and identify appropriate point of contact.

- ✓ **September – December 2024:**
 - Host virtual meeting with interested partner attorneys to review and discuss draft ILA.
 - Update Salmon Recovery Council and Implementation Technical Committee on review feedback.

- January 16, 2025: Salmon Recovery Council approves ILA.**

- January – November 2025:**
 - Final ILA available for partner governments to sign.
 - ILA partner governments ratify the ILA.

- December 2025 (or earlier):**
 - Final ILA is ratified and signed by all partner governments or the minimum required number of partners for ILA to be in effect (at least nine partner governments representing at least 70% of the affected population).

WRIA 8 ILA Renewal – Summary of Proposed Changes

July 2024

Proposed Change	Document Reference	Notes/Considerations
Added to “Whereas” statement on page 2 to include “stormwater management” and “water quality improvement” to the example regional efforts that ILA parties are interested in integrating with salmon recovery actions.	Preamble (p.2), second to last “Whereas” statement	<ul style="list-style-type: none"> • Recognizes the interest in seeking multiple benefits of salmon recovery actions with other closely aligned regional efforts.
Explicitly define the eligible ILA partners to include state, local, and tribal governments, agencies, and special purpose districts within WRIA 8.	Definitions – Eligible Jurisdictions (Section 1.1, p3)	<ul style="list-style-type: none"> • Broadens potential ILA membership and coordination; • Salmon Recovery Council approves addition of any new ILA partners and the annual cost share for added partners; • May require changes to the proportional/ weighted voting rules in Section 5.1.2; • Could allow entities other than cities and counties more influence in WRIA 8 decisions.
Replace reference to “citizens” with “residents”	Throughout	<ul style="list-style-type: none"> • More inclusive and better represents WRIA 8 outreach and engagement interests.
Clarifies the ILA is in effect when it has been executed by at least nine of the eligible governments representing at least 70% of the affected population of the watershed, rather than on a specific date.	Effective date and term (Section 3, p.5)	<ul style="list-style-type: none"> • Clarifies when the ILA is in effect.

<p>Revises the due date for developing and approving an annual budget to October 1 (previously September 1)</p>	<p>Organization and Membership (Section 4.4, p.7)</p> <p>Obligations of Parties; Budget; Fiscal Agent; Rules (Section 7.3, p.12)</p>	<ul style="list-style-type: none"> • Reflects current practice to approve the budget for the coming year at the Salmon Recovery Council’s September meeting.
<p>Changed sequence of evaluating service provider and fiscal agent performance to every two years instead of every three years.</p>	<p>Organization and Membership (Section 4.6, p.8)</p>	<ul style="list-style-type: none"> • This reflects an appropriate evaluation sequence as discussed by WRIA 8, WRIA 9, and the Snoqualmie Watershed Forum staff in communication with King County.
<p>Added new Section 10, to address a requirement in RCW 39.34.030, regarding how any property acquired on behalf of the WRIA 8 Salmon Recovery Council will be dealt with upon termination of the agreement.</p>	<p>Property (Section 10, p.15)</p>	<ul style="list-style-type: none"> • Addresses requirement in RCW 39.34.030 • The parties to the ILA have not, and do not anticipate, needing to acquire or hold property to fulfill the purpose of the ILA.

Exhibit A - WRIA 8 Interlocal Agreement

**Regional Watershed Salmon Recovery Funding
WRIA Based Cost-share: WRIA 8 2025**

**Final ILA Partner Cost Share for 2025 Budget
Approved by WRIA 8 Salmon Recovery Council on September 19, 2024**

WRIA 8 Jurisdiction	Population (Pop)		Assessed Value (AV)		Area (Sq. Mi.)		2025 Cost Share (reflects 3.60% CPI-W estimate) (Average of Pop, AV, Area)		WRIA 8 Jurisdiction
Beaux Arts	315	0.02%	\$285,891,000	0.04%	0.08	0.02%	0.03%	\$193	Beaux Arts
Bellevue	154,600	8.91%	\$96,339,979,101	13.67%	33.53	7.12%	9.90%	\$75,283	Bellevue
Bothell	49,550	2.85%	\$17,957,876,264	2.55%	13.67	2.90%	2.77%	\$21,054	Bothell
Clyde Hill	3,115	0.18%	\$4,389,953,700	0.62%	1.06	0.22%	0.34%	\$2,603	Clyde Hill
Edmonds	43,370	2.50%	\$16,549,900,400	2.35%	8.97	1.91%	2.25%	\$17,118	Edmonds
Everett	33,485	1.93%	\$6,381,442,800	0.91%	5.20	1.11%	1.31%	\$9,986	Everett
Hunts Point	460	0.03%	\$1,783,212,000	0.25%	0.29	0.06%	0.11%	\$866	Hunts Point
Issaquah	41,290	2.38%	\$17,493,815,787	2.48%	12.11	2.57%	2.48%	\$18,843	Issaquah
Kenmore	24,230	1.40%	\$7,459,653,182	1.06%	6.15	1.31%	1.25%	\$9,533	Kenmore
Kent	0	0.00%	\$12,761,000	0.00%	0.45	0.10%	0.03%	\$246	Kent
King County (Uninc.)	102,707	5.92%	\$35,458,579,530	5.03%	163.04	34.65%	15.20%	\$115,568	King County (Uninc.)
Kirkland	96,920	5.58%	\$45,311,849,550	6.43%	17.84	3.79%	5.27%	\$40,057	Kirkland
Lake Forest Park	13,660	0.79%	\$4,237,895,040	0.60%	3.51	0.75%	0.71%	\$5,409	Lake Forest Park
Maple Valley	5,022	0.29%	\$1,155,422,680	0.16%	0.94	0.20%	0.22%	\$1,654	Maple Valley
Medina	2,925	0.17%	\$6,866,863,700	0.97%	1.41	0.30%	0.48%	\$3,657	Medina
Mercer Island	25,800	1.49%	\$21,056,678,532	2.99%	6.30	1.34%	1.94%	\$14,732	Mercer Island
Mill Creek	21,630	1.25%	\$6,848,308,200	0.97%	4.68	0.99%	1.07%	\$8,143	Mill Creek
Mountlake Terrace	23,810	1.37%	\$5,911,042,400	0.84%	4.16	0.88%	1.03%	\$7,844	Mountlake Terrace
Mukilteo	21,221	1.22%	\$7,572,645,200	1.07%	5.99	1.27%	1.19%	\$9,046	Mukilteo
Newcastle	13,610	0.78%	\$5,376,208,083	0.76%	4.46	0.95%	0.83%	\$6,324	Newcastle
Redmond	77,490	4.46%	\$36,605,924,250	5.19%	16.56	3.52%	4.39%	\$33,399	Redmond
Renton	70,904	4.08%	\$18,024,891,468	2.56%	14.01	2.98%	3.21%	\$24,382	Renton
Sammamish	61,452	3.54%	\$26,240,200,285	3.72%	19.09	4.06%	3.77%	\$28,694	Sammamish
Seattle	556,865	32.08%	\$233,153,890,428	33.09%	53.00	11.26%	25.48%	\$193,716	Seattle
Shoreline	61,120	3.52%	\$16,722,153,900	2.37%	11.58	2.46%	2.79%	\$21,179	Shoreline
Sno. Co. (Uninc.)	213,926	12.32%	\$55,882,188,800	7.93%	55.38	11.77%	10.67%	\$81,163	Snoh. Co. (Uninc.)
Woodinville	13,830	0.80%	\$6,429,716,438	0.91%	5.66	1.20%	0.97%	\$7,379	Woodinville
Woodway	1,340	0.08%	\$1,112,962,100	0.16%	1.09	0.23%	0.16%	\$1,186	Woodway
Yarrow Point	1,135	0.07%	\$2,075,804,200	0.29%	0.36	0.08%	0.15%	\$1,108	Yarrow Point
Totals	1,735,781	100.0%	\$704,697,710,018	100.0%	470.56	100.0%	100.0%	\$760,366	
							2025 TOTAL	\$760,366	

Population:

- Population estimates are based on 2023 OFM April 1st Estimates and 2023 OFM Small Area Estimate Program (SAEP) data for census blocks.
- Jurisdictions entirely within a WRIA are assigned the 2023 OFM April 1st Estimate directly. Jurisdictions that straddle WRIA boundaries are assigned the percent share of the 2023 OFM April 1st Estimate based on a geographic allocation of census blocks across WRIA boundaries, accounting for water areas and public land where people are unlikely to live.
- Note:** This method was tested against the 2021 ILA Cost Share tables using 2020 OFM data and was determined to be highly comparable for estimating population breakdowns. As OFM releases data every year, and the data spans both King and Snohomish Counties, this is a consistent and repeatable analysis across the entire study area.
- The portion of Kent in WRIA 8 is solely the Kent Watershed and has no population allocated to it.

***Assessed Value & Area:**

Snohomish County: Assessed value is based on Snohomish County Assessor's data March 2021, for market land value + market improvements value
 King County: Assessed value is based on King County Assessor's data February 2021, land + improvements value
 Assessed value and area (sq. miles) excludes the Upper Cedar River subwatershed.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date April 24, 2025

Originating Department Executive

Contact Person Phillip Hill, City Administrator
Lindsey Vaughn, Finance Director
Police Chief Harden
Rebecca Dickinson, Public Works Director

Title Administration authorization to purchase police and public works fleet vehicles and equipment in the 2025-2026 biennium.

Legislative History

- First Presentation – March 20, 2025; Budget & Finance Meeting
- Second Presentation – April 10, 2025; City Council Work Session
- Third Presentation – April 17, 2025; Budget & Finance Meeting
- Action – April 24, 2025; City Council Regular Meeting

Attachments:

1. Police Department Fleet Report
2. Public Works Fleet Report
3. Finance Department 3-biennia Fleet Purchasing Spreadsheet

Executive Summary

During the 2025-2026 biennial budget process, the council elected to recognize fleet revenue in the budget but held off on authorizing expenditures for fleet vehicles and public works equipment until further analysis of the health of the Fleet (501) fund could be determined.

Background

Director Vaughn and the accounting supervisor have completed a diligent review of the Fleet (501) fund to determine the proportion of funds held that were sourced from the general fund and those that were sourced from capital funds. That research yielded that 40% of the fund balance was sourced from the general fund and can be allocated for the purchase of police vehicles, and 60% was sourced from capital funds and can be allocated for the purchase of public works vehicles and equipment.

Based on the police department and public works fleet reports, and recommended replacement schedules, Attachment 3 was produced to show that sufficient funds exist for current and future purchases so long as the identified revenue into the fund is allocated by council in each biennium.

Every vehicle proposed to be replaced in this biennium has far exceeded the recommended life in both miles driven, and years on the road. As was detailed in the two fleet reports, these older vehicles are costing more to maintain every year, causing operational issues for both departments, and are not as fuel efficient as the newer vehicles proposed to be purchased. Most of the current fleet also lacks many features that are now standard, such as, backup cameras, electronic stability control, advanced airbag systems and blind spot detection.

The tractor slope mower and riding mower have been evaluated and found serviceable for use through 2025. Director Dickinson will be evaluating replacement equipment for purchase ahead of the 2026 growing season.

Fiscal & Policy Implications

Sufficient funds exist in the Fleet (501) fund to support the purchase of the requested fleet vehicles and public works equipment for this biennium.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Authorize the administration to purchase the listed vehicles. 	<p>Administration will move forward with the purchase of new vehicles, as outlined in the two fleet reports.</p>
<ul style="list-style-type: none"> Provide the administration with any requests for additional information needed for review of this purchase request. 	<p>Vehicle replacement will be delayed, resulting in continued operation of increasingly less reliable vehicles.</p>

Staff Recommendation

The Administration recommends that Council review the information provided and authorize the administration to purchase and outfit 3-patrol vehicles, a police transport van, 1-light duty public works truck, 1-heavy duty public works truck, 1-medium duty public works truck; and purchase one tractor slope mower and one riding mower as outlined in the Fleet reports.

2025

Police Department Fleet Report



Chief M. Harden
Budget and Finance Committee Meeting
3/20/2025

Executive Summary

The police department currently operates a fleet of 18 vehicles, with many exceeding the recommended service life and mileage limits. Rising fuel and maintenance costs are placing an increased financial burden on the city, including the patrol officers that are working in ageing equipment (**remember- this is the officers office, in all weather and all times of the day**). This report presents information and a plan for current budgeting issues and transitioning to a more fuel-efficient and sustainable fleet in the future.

Current Police Vehicle Fleet Situation

The police department currently operates a fleet of 18 vehicles, which includes 5 administrative and detective vehicles, 10 patrol vehicles, 1 transport van, 1 emergency management vehicle, and 1 crime watch vehicle.

Three patrol vehicles are ready to be surplus. Of the vehicles to be surplus, one is the K9 vehicle and the other two are patrol vehicles. A fourth vehicle to be surplus would be the transport van.

Purchasing a police vehicle takes time. Once the state bid is announced, competition is fierce, and vehicles are quickly snapped up. After committing a purchase through the state bid, **delivery takes approximately 4 to 9 months**. Once the vehicle is delivered, it requires an additional **2 to 4 months for outfitting as a police unit**. In total, it can take between **6 months to a year** to have the vehicle fully operational in the fleet. Therefore, it is essential to have a replacement plan in place to ensure continuous patrol vehicle availability. **Delays in making purchasing decisions are already causing significant challenges with our current fleet.**

Patrol Vehicle Status & Replacement Needs

- Two older patrol vehicles (2015 & 2017 Explorers) are being surplus, leaving the department with 8 active patrol vehicles.
- Surplus the 2013 Explorer which is the K9 vehicle.

To maintain an effective fleet of 10 patrol vehicles, two additional vehicles were added:

- 1 Canine Unit Vehicle (donated by Northshore Police Foundation)
- 1 Traffic Vehicle (funded by the 002 Traffic Safety Fund – We added another Traffic Officer).

An effective and cost-efficient plan is to transition the current traffic car to patrol (it has lower miles) and purchase a new second traffic car out of the 002 fund. **The current traffic vehicle can be converted over to patrol.** We will then have 2 designated traffic officers for the 2 new traffic vehicles, using the (002) Traffic Safety Fund **lessening the burden on the general fund (001)**. This is the most cost-effective plan to get through this biennium.

The transport van is currently **20 years old and is nearly 100,000 miles**. Not only does it show significant signs of wear and tear, but it also hardly meets the safety standards required for inmate transport. These concerns highlight the urgent need for a replacement to ensure both the safety of inmates and the reliability of the vehicle. This vehicle should be replaced but continues to be pushed for replacement as other needs have taken priority.

While this report focuses on patrol vehicles, administrative vehicles—used by the Chief, Commanders, and Detectives—should not be overlooked. Future plans include purchasing Ford Escape Hybrid vehicles, for administrative vehicles, which have proven to be very fuel-efficient. We have one current hybrid Ford Escape for one of the detectives, which was the last purchased vehicle. The next acquisitions will be the Chief's vehicle and the next Commander's vehicle. Since these vehicles are driven by only one person, they tend to last longer, receive

better maintenance, and accumulate less mileage, reducing overall wear and tear. Additionally, outfitting these vehicles requires less equipment than a patrol vehicle, and most of the installed items can be transferred to a new vehicle, except for the lighting system.

Police Department Fleet

Current Patrol Fleet

Year	Make	Model	Use	Miles	Replacement Year	Notes
2013	Ford	Explorer	K-9	93,724	2019	Surplusing (Foundation)
2015	Ford	Explorer	Patrol	102,200	2021	Surplusing (002 Traffic)
2016	Ford	Explorer	Patrol	105,155	2022	Should be replaced
2016	Ford	Explorer	Patrol	92,636	2022	Should be replaced
2017	Ford	Explorer	Patrol	116,498	2023	Surplusing (002 Traffic)
2017	Ford	Explorer	Patrol	60,946	2023	Should be replaced
2018	Ford	Explorer	Patrol	62,364	2024	Should be replaced
2018	Ford	Explorer	Traffic	56,024	2024	Move to Patrol (002)
2023	Chevy	Tahoe	Sergeant	5,773	2029	
2023	Chevy	Tahoe	Sergeant	3,482	2029	

Current Other Fleet

Year	Make	Model	Use	Miles	Replacement Year	Notes
2005	Ford	Econoline	Transport Van	87,736	2020	20 years old
2011	Ford	Explorer	NEMCo	103,815	2021	In the NEMCo Budget
2014	Chevy	Impala	Chief	107,527	2022	Should be replaced
2017	Ford	Escape	Commander	87,126	2025	Should be replaced
2019	Ford	Escape	Detective	56,062	2027	
2019	Ford	Escape	Commander	19,932	2027	
2013	Ford	Escape	Crime Watch	114,733	2028	Should be replaced
2022	Ford	Escape	Detective	19,516	2030	

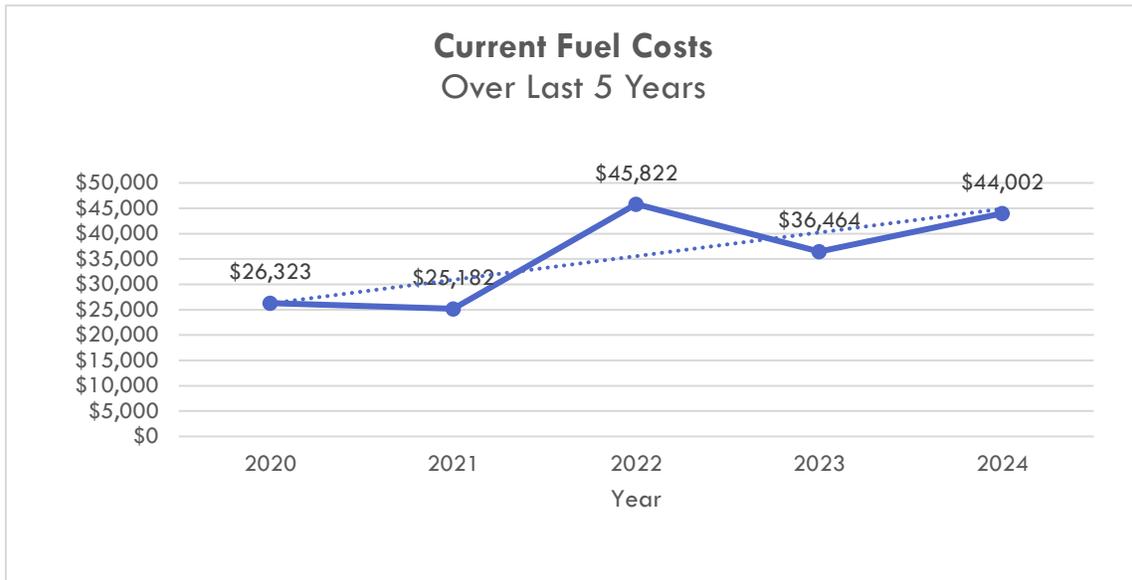


Fleet Costs & Maintenance

Fuel and maintenance costs are increasing, making alternative fuel vehicles (hybrids and EVs) a cost-saving measure.

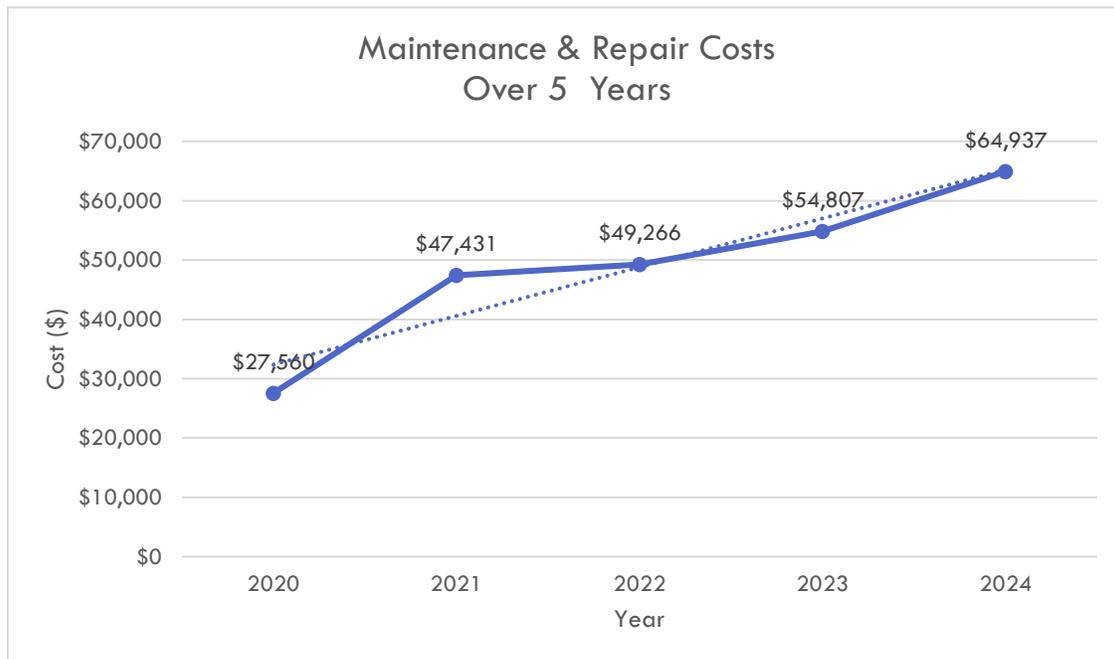
Fuel Costs Over Time

The following chart displays the annual fuel costs for the police department.



Vehicle Maintenance Costs Over Time

The following chart displays the annual maintenance costs for the department.



Year	Maintenance & Repair	Fuel
2014	\$28,868	\$36,966
2015	\$50,303	\$29,952
2016	\$35,575	\$24,574
2017	\$29,255	\$30,484
2018	\$35,846	\$30,804
2019	\$46,805	\$33,298
2020	\$27,560	\$26,323
2021	\$47,431	\$25,182
2022	\$49,266	\$45,822
2023	\$54,807	\$36,464
2024	\$64,937	\$44,002

Repair and Maintenance for Current Patrol Vehicles (Not including Sergeant Vehicles, Admin, and Other Vehicles)

Vehicle	2020	2021	2022	2023	2024	Grand Total
POL-P1	\$ 2,178.78	\$ 2,237.88	\$ 1,495.17	\$ 2,474.30	\$ 5,856.23	\$ 14,242.36
POL-P10	\$ 3,507.12	\$ 5,823.99	\$ 4,333.67	\$ 2,901.73	\$ 4,897.95	\$ 21,464.46
POL-P12	\$ 3,835.06	\$ 2,610.46	\$ 9,227.53	\$ 8,342.70	\$ 3,971.31	\$ 27,987.06
POL-P13	\$ 793.09	\$ 1,280.49	\$ 2,474.20	\$ 3,103.06	\$ 4,127.87	\$ 11,778.71
POL-P14	\$ 688.62	\$ 11,270.35	\$ 6,926.42	\$ 7,928.74	\$ 4,255.09	\$ 31,069.22
POL-P15	\$ 1,530.66	\$ 2,485.09	\$ 1,829.77	\$ 1,585.43	\$ 2,579.24	\$ 10,010.19
POL-P16	\$ 1,802.37	\$ 3,618.53	\$ 3,041.37	\$ 12,680.69	\$ 6,647.07	\$ 27,790.03
POL-P2	\$ 2,835.05	\$ 2,750.88	\$ 5,243.86	\$ 2,842.06	\$ 1,581.98	\$ 15,253.83
	\$ 17,170.75	\$ 32,077.67	\$ 34,571.99	\$ 41,858.71	\$ 33,916.74	\$ 159,595.86

*Scheduled Surplused Vehicles: P2, P12, P14



Cost Analysis & Vehicles

Police Transport Van

Base Cost

- Ford Transit Prisoner Transport Van: \$40,000 - \$55,000
- Chevy Express Transport Van: \$38,000 - \$50,000
- Dodge Ram ProMaster: \$40,000 - \$55,000
- Mercedes-Benz Sprinter (Used in Some Departments): \$50,000 - \$70,000

Outfitting Costs (Upfitting)

- Prisoner Transport Conversion (Partitions, Seating, Safety Restraints): \$10,000 - \$30,000
- Lights, Sirens, PA System: \$2,000 - \$5,000
- Radio and Communication Equipment: \$3,000 - \$8,000
- In-Car Camera System: \$3,000 - \$6,000
- GPS and Dispatch System: \$1,500 - \$5,000
- Ballistic Paneling (If Needed for Protection): \$10,000 - \$20,000
- Custom Decals and Paint: \$1,500 - \$3,000

Total Estimated Cost

- Low-end (Basic Setup): \$50,000 - \$70,000
- Mid-range (Standard Outfitting): \$70,000 - \$100,000
- High-end (Fully Equipped with High-Security Features): \$100,000 - \$150,000+

Admin/Detective Police Vehicle

Base Cost

The Ford Escape Hybrid is commonly used for administrative and detective units where tactical outfitting are not a priority. The upfitting costs for admin vehicles are significantly lower than patrol cars.

- Ford Escape Hybrid SE: \$33,000 - \$37,000
- Ford Escape Hybrid SEL: \$36,000 - \$40,000
- Ford Escape Hybrid Titanium: \$40,000 - \$45,000

Outfitting Costs (Upfitting)

Since admin vehicles do not require heavy patrol modifications, upfitting is minimal but may include:

- Radio & Communication Equipment: \$2,000 - \$5,000
- Basic Emergency Lights (Unmarked, Interior Only or Covert Lights): \$1,500 - \$3,500
- Laptop Mount (For Reports & Dispatch Use): \$500 - \$1,500
- Tinting & Window Security Film: \$500 - \$1,500
- Storage and Incident Command solutions: \$4000

Total Estimated Cost

- Low-end (Minimal Upfitting, Basic Admin Vehicle): \$35,000 - \$40,000
- Mid-range (With Emergency Lights & Communication System): \$40,000 - \$50,000
- High-end (Fully Equipped for Covert or Detective Use): \$50,000 - \$60,000

Since this is an administrative vehicle, it does not require ballistic paneling, push bumpers, or prisoner transport partitions, keeping costs significantly lower than patrol cars or transport vans.

Patrol Vehicle

Base Cost

- Ford Police Interceptor Utility (Based on Ford Explorer): \$42,000 - \$50,000
- Chevrolet Tahoe PPV (Police Pursuit Vehicle): \$46,000 - \$55,000
- Dodge Charger Pursuit: \$38,000 - \$45,000
- Chevrolet Silverado SSV (Special Service Vehicle, Used for Rural/Utility Use): \$45,000 - \$55,000
- Ford F-150 Police Responder: \$45,000 - \$55,000

Outfitting Costs (Upfitting)

- Lights, Sirens, and PA System: \$3,000 - \$7,000
- Radio and Communication System: \$3,000 - \$8,000
- In-Car Computer (Mobile Data Terminal, MDT): \$2,500 - \$6,000
- Speed Radar System: \$1,500 - \$5,000
- Protective Partition (Between Front & Rear Seats for Transporting Detainees): \$1,500 - \$3,000
- Gun Rack and Weapon Storage (Secure Mounts for Firearms): \$1,000 - \$3,500
- Push Bumper (For Pursuit and Traffic Stops): \$1,000 - \$2,500
- Ballistic Paneling & Kevlar Door Inserts (If Needed for Protection): \$5,000 - \$15,000
- Custom Decals, Wraps, and Paint: \$1,000 - \$3,500
- StarChase System: \$1,000
- PIT Pursuit System: \$5,000

Total Estimated Cost

- Low-end (Basic Patrol Car): \$50,000 - \$70,000
- Mid-range (Standard Police Cruiser with Full Patrol Setup): \$70,000 - \$100,000
- High-end (Fully Outfitted for Tactical & High-Security Use): \$100,000 - \$150,000+

Fully Electric Police Vehicle

Base Cost

With the push for EV (electric vehicle) adoption in law enforcement, several models are emerging as options for patrol and administrative use. The most common electric police vehicles currently in use include:

- Ford Mustang Mach-E Police Version: \$50,000 - \$60,000
- Tesla Model Y Juniper (Long Range or Performance, Used for Patrol): \$48,000 - \$60,000
- Chevrolet Blazer EV PPV (Police Pursuit Vehicle): \$55,000 - \$65,000
- Rivian R1S (Used for Specialized Off-Road Units): \$75,000 - \$85,000
- Ford F-150 Lightning (For Special Service Use, Not Standard Patrol): \$55,000 - \$75,000

Outfitting Costs (Similar to Patrol Cars, with Some EV-Specific Needs)

Fully electric police vehicles still require essential law enforcement modifications, but they also have unique electrical and battery considerations:

- Lights, Sirens, and PA System: \$3,000 - \$7,000
- Radio & Communication Equipment: \$3,000 - \$8,000
- Mobile Data Terminal (Laptop Mount & System): \$2,500 - \$6,000
- Speed Radar System: \$1,500 - \$5,000
- In-Car Camera System (Body Cam Integration Possible): \$3,000 - \$8,000

- Protective Partition (If Used for Transporting Detainees): \$1,500 - \$3,000
- Gun Rack and Secure Weapon Storage: \$1,000 - \$3,500
- Push Bumper (For Interceptor and Traffic Use, If Needed): \$1,000 - \$2,500
- Ballistic Paneling & Kevlar Door Inserts (Optional, for Protection): \$5,000 - \$15,000
- Custom Decals, Wraps, and Paint: \$1,000 - \$3,500
- Battery Management System Integration (To Handle Law Enforcement Equipment Load on EV Battery): \$2,000 - \$5,000

Total Estimated Cost for a Fully Electric Police Vehicle

- Low-end (Basic Admin or Light Patrol EV): \$55,000 - \$75,000
- Mid-range (Standard Police Cruiser with Full Patrol Setup): \$75,000 - \$100,000
- High-end (Fully Outfitted EV Interceptor with Tactical Upgrades): \$100,000 - \$130,000+

Advantages of Fully Electric Police Vehicles

- Lower Fuel Costs – Estimated savings of \$3,000 - \$6,000 per year compared to gas-powered police cars
- Reduced Maintenance – EVs require fewer oil changes and engine repairs
- Quieter & Faster Acceleration – EVs have instant torque for pursuits
- Eco-Friendly – Supports government green initiatives

Challenges & Considerations

- Charging Infrastructure – Department needs dedicated charging stations (\$5,000 - \$20,000 installation cost)
- Equipment Power Draw – Lights, radios, and onboard systems can drain the EV faster than expected
- Cold Weather Performance – Some EVs experience reduced range in extreme temperatures

Upgrading to Hybrid and Fully Electric Police Vehicles (Including Police Outfitting)

Vehicle Type	Base Cost	Hybrid Upgrade	Police Outfitting <i>Estimated</i>	Cost Per Vehicle
Gas-Powered Explorer	\$51,868	0	\$25,000	\$76,868
Hybrid Explorer	\$51,868	\$2,284	\$25,000	\$79,152
Fully Electric F-150	\$57,462	N/A	\$25,000	\$82,462

Electric police vehicles are just coming into regular production. Tesla and Riven are the ones being used right now but are not “police” models. They are retrofitted. Fully electric Chevy Blazer and Ford Explorers “police” models are soon but we do not have costs. Only the Ford Lighting F-150 has a police package available on a regular production basis.

Outfitting a police vehicle ranges from \$20,000 to \$30,000 depending on vehicle and options. This is based on gas-powered and could be different with electric vehicles. As we hold on to police vehicles longer, the current equipment does not move to newer like models, thus more expensive. When you take an 8–10-year-old vehicle,

the equipment does not fit in a new vehicle and needs to be replaced. If we had 3–6-year vehicle changeovers, some of the existing equipment can be put in the new vehicles, saving costs.

Infrastructure Costs for EV Charging Stations

To effectively support an electric police fleet, **fast-charging stations** must be installed at the police station and possible satellite locations (public works, Lakefront Park?)

Charging Station Cost Breakdown (all approximate)

Charging Type	Cost Per Station	Number Needed	Total Estimated Cost
Level 2 Charger (Slow)	\$5,000 - \$8,000	2-4	\$10,000 - \$32,000
DC Fast Charger (Recommended)	\$50,000 - \$75,000	4-6	\$200,000 - \$450,000
Electrical Upgrades & Installation	Additional 20-50%	-	\$40,000 - \$150,000
Total Estimated EV Charging Cost	-	-	\$240,000 - \$600,000

- **Level 2 Chargers:** Cheaper but can take **6-8 hours to fully charge**—not ideal for patrol vehicles.
- **DC Fast Chargers:** Charge an EV to **80% in 30-45 minutes**, making them essential for police operations.
- **Electrical Upgrades:** Additional costs for **electrical capacity improvements** at facilities.

Estimated 10-Year Cost with EVs

Category	Gas Fleet Costs	Hybrid Fleet Costs	EV Fleet Costs
Fuel Costs	\$440,000 (Avg)	\$260,000 (40% reduction)	\$0
Maintenance	\$600,000	\$450,000 (25% lower)	\$300,000 (50% lower)
Charging Infrastructure	0	0	600,000 (One-time investment)
Electricity Rate	-	-	\$103,733

To estimate the electricity costs for a fleet of 18 electric vehicles (EVs) over 10 years, we need to make a few assumptions: Annual electricity consumption per EV: We'll assume an average EV consumes 4,000 kWh per year (based on an estimated 12,000 miles driven per year at 3 miles per kWh).

- Fleet size: 18 EVs.
- Initial electricity rate: \$0.12 per kWh.
- Annual electricity rate increase: 4%.
- Duration: 10 years.

The estimated electricity cost for a fleet of 18 EVs over 10 years, assuming a 4% annual increase in electricity rates, is approximately \$103,733.

About \$10,373 in electricity over \$44,000 in gasoline each year.

Which would be about \$33,627.00 in savings.

Vehicle Purchase vs. Leasing

Historically, the city has purchased vehicles outright. However, many other cities have transitioned to leasing, which often provides greater efficiency, effectiveness, and budget stability, though it may lead to higher costs over time. Several cities collaborate with Enterprise Rent-A-Car, which buys police vehicles in bulk to offer better pricing. Vehicles are typically upgraded every 3 to 6 years, ensuring higher resale value for Enterprise and providing the city with newer, more reliable patrol vehicles each year, with reduced repair costs. **This approach simplifies budgeting, with predictable expenses each year.**

Pros of Leasing Police Vehicles (or Public Works vehicles):

- Lower Upfront Costs: Leasing typically requires less initial capital than purchasing, freeing up funds for other operational needs.
- Flexibility & Up-to-Date Equipment: Leasing allows for more frequent upgrades, ensuring the fleet benefits from the latest technology and safety features without long-term commitments.
- Predictable Budgeting: Fixed lease payments can simplify budgeting, avoiding the uncertainties of fluctuating maintenance and repair costs.
- Reduced Maintenance Burdens: Many leasing agreements include maintenance packages, potentially reducing downtime and administrative overhead for fleet management.
- A much higher chance the current police outfitting equipment can transition to the new patrol car which would reduce costs in purchasing new outfitting equipment.

Cons of Leasing Police Vehicles (or Public Works vehicles):

- Potentially Higher Long-Term Costs: Over many years, continuous lease payments might exceed the total cost of ownership.
- Usage Restrictions: Leases often come with mileage limits or specific usage guidelines, which may not align well with the unpredictable demands of police work. For Lake Forest Park police, we **average** our patrol vehicle drive 10,239 miles per year (853 per month, or 28 per day).
- Contractual Limitations: Early termination fees, penalties for excess wear, or inflexible contract terms can complicate adjustments in fleet strategy if needs change unexpectedly.

In summary, while leasing offers budgetary flexibility and the opportunity to regularly update the fleet, it also brings restrictions and potential long-term financial considerations that must be weighed against the benefits of outright ownership.



Strategies

Short-Term Strategy (Immediate to 3 years)

- Purchase 4 vehicles
 - 1 Transport Van, 1 Patrol Vehicle, 2 Traffic Vehicles.

Mid-Term Strategy (Next 4-6 Years)

- Replace aging patrol vehicles with hybrid models (when available) to reduce fuel and maintenance expenses.
- Monitor new EV police vehicles (such as upcoming electric SUVs).

Long-Term Strategy (6-10 Years)

- Gradually replace the fleet with fully electric models as charging stations are deployed.
- Expand EV charging infrastructure to support a fully electric fleet.
- Install DC fast chargers at police facilities to for EV transition (\$240,000 - \$600,000 investment).
- Monitor cost savings in fuel and maintenance reductions.

This approach will ensure long-term cost savings, sustainability, and operational efficiency while maintaining a fully capable police fleet.

****Key Findings: ****

1. Two patrol vehicles need replacement immediately to maintain an effective fleet of patrol cars.
2. Fuel costs increased significantly over the past decade, peaking at \$44,002.16 in 2024.
3. Maintenance costs have risen, reaching \$64,936.59 in 2024. This will continue to rise with an aging fleet.
4. Transitioning to hybrid vehicles could reduce fuel costs by 40% and maintenance costs by 30%.
5. Moving to an electric fleet would eliminate fuel costs and reduce maintenance expenses by 50%.
6. Initial investment for DC fast chargers is estimated to be between \$240,000 - \$600,000.

Recommendations

1. Transition to hybrid patrol vehicles (when available) to reduce fuel and maintenance expenses.
2. Charging infrastructure is required to support EV deployment, install DC fast chargers at police facilities to prepare for an electric transition.
3. In the long term (6-10 years), phase in fully electric vehicles as technology advances and more options become available.
4. Monitor cost savings in fuel and maintenance reductions and expand EV infrastructure as needed.

Future Options

Police Motorcycle for Traffic Safety

A police motorcycle is a valuable asset for enhancing traffic safety, enforcement, and community engagement. Its maneuverability allows officers to navigate congested areas, respond quickly to incidents, and enforce traffic laws more effectively. Motorcycles provide high visibility and deterrence in areas prone to speeding and other violations, such as school zones and high-traffic corridors.

Our city has a history of utilizing police motorcycles for traffic enforcement, with three different traffic motorcycle officers operating different styles of motorcycles over the years. This experience highlights the effectiveness of motorcycle patrols in addressing traffic concerns but also underscores the challenges associated with maintaining a year-round program, particularly in adverse weather conditions. Because motorcycles are highly weather-dependent, a seasonal deployment—primarily in spring, summer, and early fall—would allow the department to utilize them when conditions are safest and most practical. This ensures optimal use during peak traffic periods while avoiding the risks associated with wet, icy, or hazardous road conditions in fall and winter.

To offset costs, the Northsound Police foundation would fund the lease or purchase of a police motorcycle for seasonal use, ensuring enhanced traffic safety without placing a burden on the city's general budget. This approach provides a fiscally responsible way to improve enforcement while adapting to seasonal weather conditions.



E-Bikes for Police Patrol and Traffic Safety

Electric bicycles (e-bikes) offer an efficient, cost-effective, and environmentally friendly option for police patrols and traffic safety. E-bikes allow officers to cover more ground quickly, especially on the Burke Gilman Trail and the LFP Town Center where traditional patrol vehicles have limited access. They also promote positive community interactions by providing a quieter and more approachable presence.

Like motorcycles, e-bikes are weather-dependent and are best suited for deployment in dry, mild conditions. A seasonal approach—primarily in spring, summer, and early fall—would allow the department to take full advantage of e-bikes during periods of increased outdoor activity. In inclement weather, such as heavy rain or icy conditions, traditional patrol vehicles would remain the primary mode of enforcement.

The Northsound Police foundation or traffic safety grants would fund the acquisition of e-bikes, reducing financial strain on the city while enhancing mobility and sustainability in policing. This solution aligns with environmentally conscious policing initiatives while ensuring a strong law enforcement presence in high-traffic areas during favorable weather conditions.



2025 Police Vehicles (Electric, Hybrid, Gas)



2025 Ford Explorer (Interceptor) Fully Electric



2025 Chevy Blazer Fully Electric



2025 Ford Escape Hybrid (Admin)



2025 Ford Police (Interceptor) Utility (Hybrid)



2025 Ford Transit Prisoner Transport Vehicle



2025 Ram ProMaster Transport Vehicle

Public Works Department Fleet Report



Executive Summary

The public works department currently operates a fleet of 13 vehicles, and several pieces of equipment to support operations and parks. Many of the vehicles exceed the recommended service life and mileage limits. Rising fuel and maintenance costs are placing an increased financial burden on the city. These vehicles need to be replaced on a regular schedule to ensure availability during large events, such as the bomb cyclone of 2024, and this past winter’s snow storm.

Current Fleet Situation

The public works department currently operates a fleet of 13 vehicles, which includes two administrative vehicles, five heavy fleet (dump trucks), five medium pickup trucks, one street sweeper, and in addition, one backhoe. Also included in the public works fleet are two vehicles assigned to the Community Development Department. One for the building official, the other for the planning staff.

Two vehicles were recently declared surplus by council. Of the vehicles to be surplus, one is a 1997 International Dump Truck, the other, a 1996 Jeep Cherokee.

Purchasing vehicles takes time. After committing a purchase through the state bid, **delivery takes approximately 4 to 9 months.** Once the vehicle is delivered, any required upfitting can add an additional **2 to 4 months before the vehicle is put in service.** In total, it can take between **6 months to a year** to have the vehicle fully operational in the fleet.

Vehicle Status & Replacement Needs

Three vehicles need replacement in this biennium; Vehicle #131, 2005 Chevy Silverado, Vehicle #133, 2006 Ford F550, and Vehicle #136, 2006 Chevy Colorado. Vehicles #131 and #133 will be replaced with like, and Vehicle #136 with a hybrid ½ ton pickup truck.

In addition, the following public works equipment needs to be replaced in 2026. The 2001 New Holland Slope Mower, and the 2007 Scag riding lawn mower.

Public Works Department Fleet

Current Fleet

Year	Make	Model	Use	Miles	Replacement Year	Notes
2005	Chevy	Silverado	PW	109,633	2024	Replace [\$73,833]
2006	Ford	F550	Heavy Fleet/Plowing	62,737	2025	Replace [\$154,555]
2006	Chevy	Colorado	On-call	152,866	2025	Replace [\$66,900*] [Hybrid]
2006	Ford	F550	Heavy Fleet/Plowing	68,784	2027	
2006	Jeep	Cherokee	Building	85,329		Should be replaced
2011	Ford	F550	Heavy Fleet – deicing	9,351	2035	

2012	Ford	Explorer	Planning	56,596		Should be replaced
2012	Ford	F250	PW	62,444	2028	
2013	Chevy	2500	PW	68,074	2028	
2015	International	Dump Truck	Heavy Fleet/Plowing	12,027	2035	
2016	Chevy	Colorado	Superintendent	80,314	2025	Transfer to on-call
2016	Chevy	¾ ton	Operations	43,239	2029	
2016	Chevy	¾ ton	Operations	34,477	2029	
2019	Tymco	Sweeper	PW	17,475	2032	
2024	Ford	F550	Heavy Fleet/Plowing	359	2036	

Current Other Fleet

Year	Make	Model	Use	Miles	Replacement Year	Notes
1992	Garland	Utility trailer	Hauling	N/A		Hold
2001	New Holland	Tractor	Slope Mower	N/A	2026	Replace [\$200,000+/-]
2004	John Deere	Mower	Mower	N/A	2027	
2008	Spectre	Utility trailer	Hauling	N/A	2028	
2016	Bad Boy	Riding Mower	Mower	N/A	2028	
2020	Case	Loader/Backhoe	Loader/Backhoe	N/A	2040	
2022		Showmobile	Public events	N/A	2037	
	John Deere	Mower	Mower	N/A		
2007	Scag	Riding Mower	Mower	N/A	2026	Replace [\$15,000]

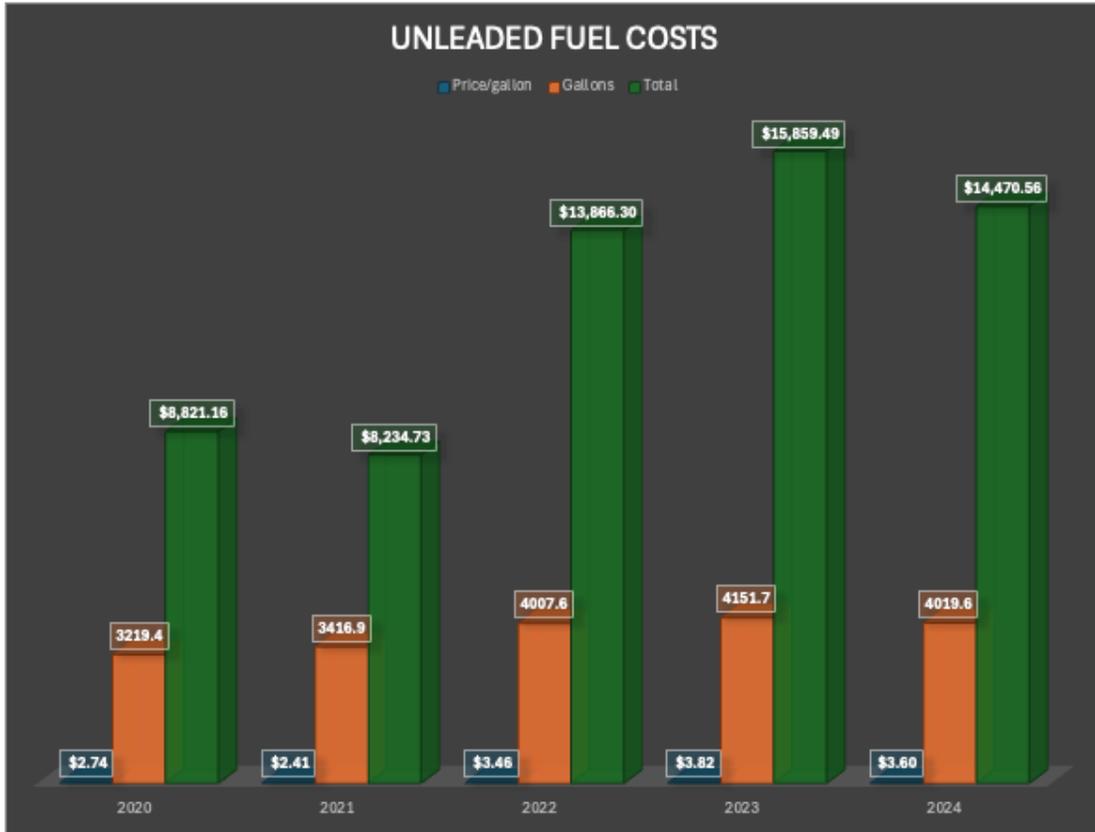


Fleet Costs & Maintenance

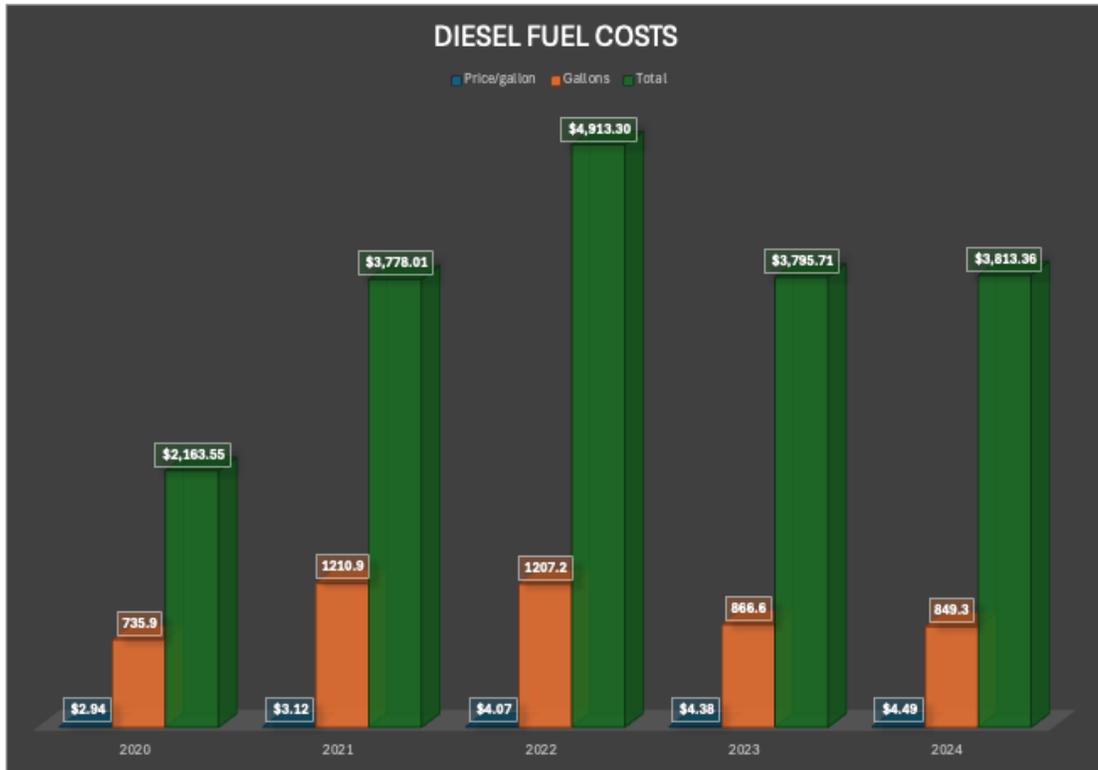
Fuel and maintenance costs are increasing, making alternative fuel vehicles (hybrids and EVs) a cost-saving measure. Currently, the Ford F150 Lightning is the only electric pickup truck on the market that could meet the needs of the superintendent position, and there are no hybrid or electric heavy-duty trucks currently available. Outfitting a public works vehicle ranges from \$15,000 (pickup) to \$60,000 (dump truck) depending on vehicle and options.

Fuel Costs Over Time

The following charts display the annual fuel costs for the public works department.



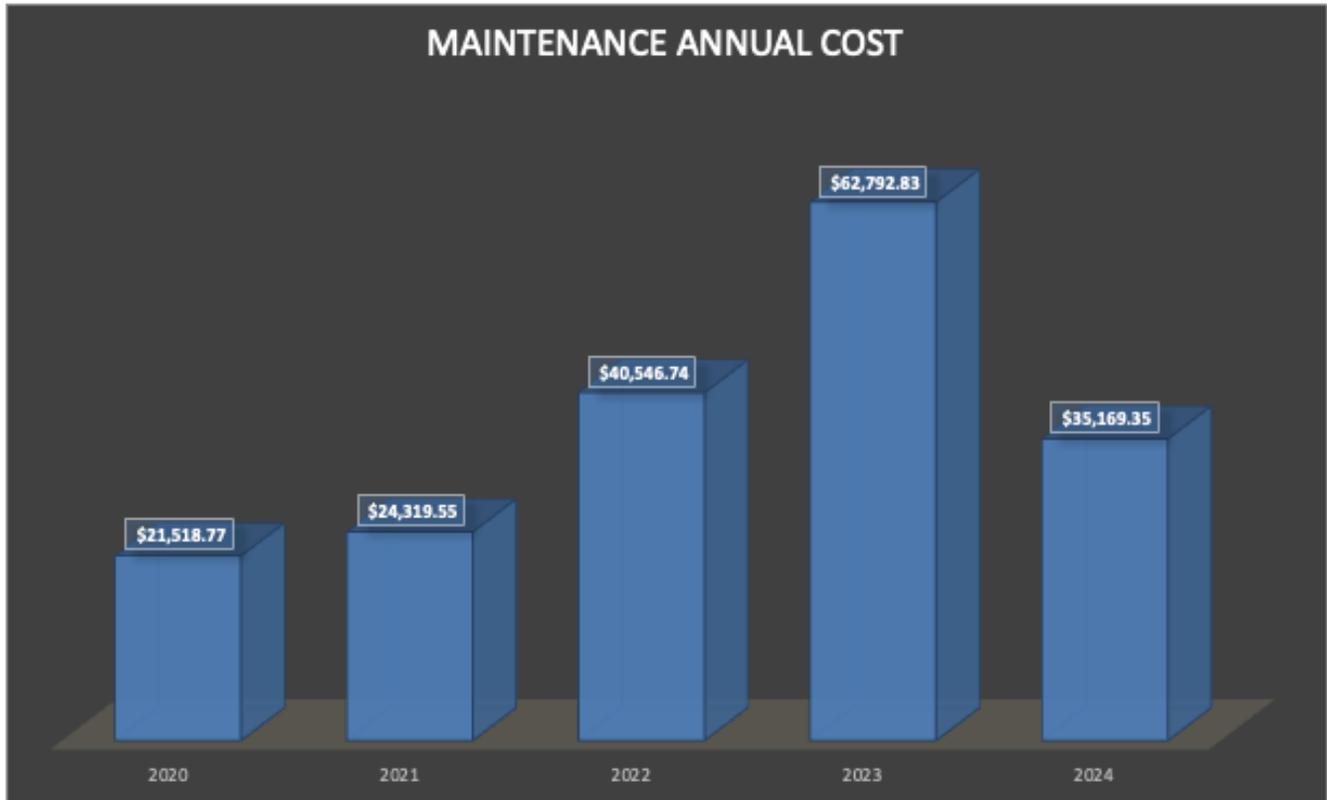
[Fuel cost per gallon is based on first quarter costs paid to NUD in that year]



[Fuel cost per gallon is based on first quarter costs paid to NUD in that year]

Vehicle Maintenance Costs Over Time

The following chart displays the annual maintenance costs for the department.

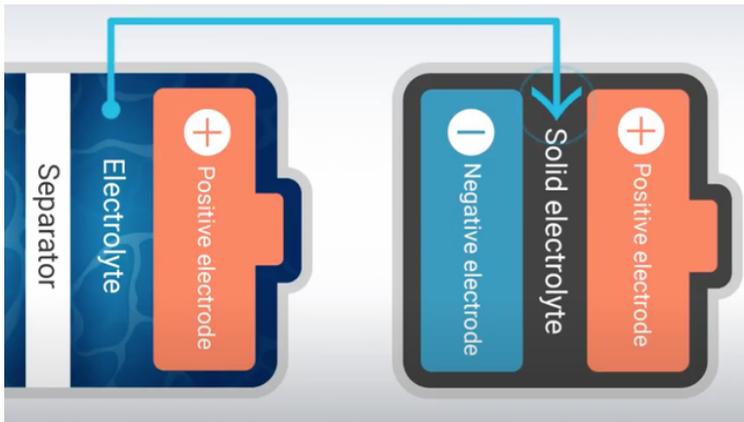


Upgrading to Hybrid/Electric Vehicles (Including Outfitting)

Vehicle Type	Base Cost	Electric Upgrade	PW Outfitting <i>Estimated</i>	Cost Per Vehicle
Ford F-150 EV	\$61,946	N/A	\$15,000	\$76,946
Ford F-150 Hybrid	\$50,000	\$1,900	\$15,000	\$65,000*

Hybrid and electric vehicles to support a heavy fleet are not currently produced/available in the market. Ford announced that it is opening a new plant in 2026 to increase capabilities of producing heavy duty trucks, and in that statement hinted that the next iteration of Super Duty pickups will gain a hybrid powertrain option. The timeline is uncertain, as evidenced by the recent delay of introducing a new SUV to their lineup as they wait for more advanced battery technology to develop.

Solid State Batteries – The Future



[Solid state batteries could become available by 2030 and would be game changing in the EV world]

Solid-state batteries (SSBs) offer several advantages over traditional liquid electrolyte batteries, such as lithium-ion batteries. Here are some of the key benefits:

1. **Improved Safety:** Solid-state batteries are safer because they use a solid electrolyte instead of a liquid one, which reduces the risk of leakage, flammability, and thermal runaway (a condition where the battery overheats and catches fire).
2. **Higher Energy Density:** Solid-state batteries have the potential for higher energy density, meaning they can store more energy in the same amount of space. This is particularly valuable for applications like electric vehicles (EVs), where maximizing battery capacity while minimizing size and weight is crucial.

3. **Longer Lifespan:** Solid-state batteries are less prone to degradation over time, which can lead to longer lifespans compared to liquid-based batteries. This is because they avoid issues like dendrite growth (which can short-circuit batteries) and electrolyte breakdown.
4. **Faster Charging:** SSBs can potentially charge faster than traditional batteries, making them more convenient for electric vehicles and portable electronics, reducing downtime for charging.
5. **Wide Operating Temperature Range:** Solid-state batteries can operate over a broader range of temperatures compared to liquid batteries, making them more suitable for harsh environments and applications where temperature control is difficult.
6. **Higher Efficiency:** Solid-state batteries can be more efficient because their solid electrolyte offers better ionic conductivity than liquid electrolytes, which means they can transfer energy more effectively.
7. **Reduced Environmental Impact:** The materials used in solid-state batteries (such as certain ceramics) could potentially be less toxic or more sustainable than those in liquid batteries, leading to a reduction in environmental impact in the long run.

Recommendations

1. Transition to hybrid vehicles (as available) to reduce fuel and maintenance expenses.
2. Charging infrastructure is required to support EV deployment, install DC fast chargers at the public works facilities to prepare for an electric transition.
3. Phase in fully electric vehicles as technology advances and more options become available.



	2025/2026		2027/2028		2029/2030
Beginning Fund Balance	\$ 1,386,228	Est. Beg. Fund Balance	\$ 1,121,769	Est. Beg. Fund Balance	\$ 1,099,786
Police FB 40% Split	\$ 554,491	Police Beg FB	\$ 470,153	Police Beg FB	\$ 463,456
Public Works FB 60% Split	\$ 831,737	PW Beg FB	\$ 651,616	PW Beg FB	\$ 636,331
Revenue:		<i>Revenue: 10% Increase</i>		<i>Revenue: 10% Increase</i>	
Police Revenue	\$ 243,083	Est Police Revenue	\$ 267,392	Police Revenue	\$ 294,131
PW Revenue	\$ 668,480	Est PW Revenue	\$ 735,328	PW Revenue	\$ 808,861
Interest	\$ 61,000	Interest	\$ 67,100	Interest	\$ 73,810
Revenue Subtotal	\$ 972,563	Revenue Subtotal	\$ 1,069,820	Revenue Subtotal	\$ 1,176,802
Beg Fund Bal plus Revenue	\$ 2,358,791	Beg Fund Bal plus Rev	\$ 2,191,589	Beg Fund Bal plus Rev	\$ 2,276,588
Expenses:		<i>8% Increase</i>		<i>8% Increase</i>	
Maint; Fuel; Equip. PW	\$ 370,000	Maint; Fuel; Equip. PW	\$ 399,600	Maint; Fuel; Equip. PW	\$ 431,568
Police Purchases*	\$ 348,580	Police Purchases*	\$ 309,000	Police Purchases*	\$ 272,000
PW Purchases**	\$ 510,338	PW Purchases**	\$ 374,288	PW Purchase**	\$ 217,133
Interfund Support to GF Cost Allocati	\$ 8,104	IF to GF Cost Alloc.	\$ 8,914	IF to GF Cost Alloc.	\$ 9,806
Expenses Subtotal	\$ 1,237,022	Expenses Subtotal	\$ 1,091,803	Expenses Subtotal	\$ 930,507
<i>Police Replacement Balance</i>	\$ 470,153	<i>PD Rep Balance</i>	\$ 463,456	<i>PD Rep Balance</i>	\$ 511,189
<i>Public Works Replacement Balance</i>	\$ 651,616	<i>PW Rep Balance</i>	\$ 636,331	<i>PW Rep Balance</i>	\$ 834,893
<i>Emergency Reserve Best Practice (if desired)</i>	\$ -		\$ -		\$ -
Ending Fund Balance	\$ 1,121,769	Ending Fund Balance	\$ 1,099,786	Ending Fund Balance	\$ 1,346,081
* 3-Patrol; Transport Van		* 3-Patrol		* 4-Admin.	
** F150; F550 Dump; 3/4 Ton		** F-550; 2: 3/4 Ton		**2: 3/4 Ton Pickups	
**Tractor Slope Mower & Riding Mower		**Utility Trailer; Riding Mower			
Public Works Revenue	\$ 668,480			<u>Future Large PW Purchases</u>	
Police Revenue	\$ 243,083			2032 - Street Sweeper \$500,000+	
Total 501 Revenue	\$ 911,563			2035 - Internation Dump Truck \$250,000+	

2025/2026		2027/2028		2029/2030	
Public Works		Public Works		Public Works	
F-150	\$ 66,900	F-550	\$ 170,165	3/4 Ton Pickup	\$ 108,567
F-550	\$ 154,555	3/4 Ton Pickup	\$ 89,562	3/4 Ton Pickup	\$ 108,567
3/4 Ton Pickup	\$ 73,883	3/4 Ton Pickup	\$ 89,562		
Tractor Slope Mower	\$ 200,000	Utility Trailer	\$ 15,000		
Riding Mower	\$ 15,000	Riding Mower	\$ 10,000		
	\$ 510,338		\$ 374,288		\$ 217,133

					2024	2025	2026	2027	2028	2029
	Base - 2024	W/Tax (10.3%)	Diesel Regs	Upfitting (Est.)	Base Total	10.1% Inflation				
F550	\$72,871	\$80,377	\$0	\$35,000	\$115,377	\$127,030	\$139,860	\$153,986	\$169,538	\$186,661.50
F550 Chasis for Dump	\$72,871	\$80,377	\$0	\$60,000	\$140,377	\$154,555	\$170,165	\$187,351	\$206,274	\$227,107.60
Silverado (x2)	\$47,240	\$52,106	\$0	\$15,000	\$67,106	\$73,883	\$81,346	\$89,562	\$98,607	\$108,566.57

Public Works Fleet



Public Works Fleet

2025/2026 Biennium

-
- 2005 Chevy Silverado – surplus
 - 2006 Ford F550 - surplus
 - 2006 On-call Chevy Colorado – surplus
 - 2008 Ford F550 – (2027)
 - 2011 Ford F550 – (2035)
 - 2012 Ford F250 – (2028)
 - 2013 Chevy 2500 – (2028)
 - 2015 International dump – (2035)
 - 2016 Chevy Colorado – (transfer to on-call)
 - 2016 Chevy 2500 – (2029)
 - 2016 Chevy 2500 – (2029)
 - 2019 Tymco sweeper – (2032)
 - 2024 Ford F550 – (2036)
- New ¾-ton pickup
 - New heavy-duty pickup
 - 2016 Chevy Colorado
 - 2008 Ford F550 – (2027)
 - 2011 Ford F550 – (2035)
 - 2012 Ford F250 – (2028)
 - 2013 Chevy 2500 – (2028)
 - 2015 International dump – (2035)
 - New ½-ton hybrid pickup
 - 2016 Chevy 2500 – (2029)
 - 2016 Chevy 2500 – (2029)
 - 2019 Tymco sweeper – (2032)
 - 2024 Ford F550 – (2036)

**COUNCIL APPOINTMENTS TO COUNCIL COMMITTEES AND
REGIONAL BOARDS AND COMMITTEES
2024**

Budget & Finance Committee

Chair: Councilmember Lebo, Vice-Chair: Councilmember Riddle, Councilmember Goode - Member

Planning Commission Liaison

Councilmember Lebo

Tree Board Liaison

Councilmember Goldman

Parks and Recreation Advisory Board Liaison

Deputy Mayor Bodi

Climate Action Committee Liaison

Councilmember Furutani

SOUND CITIES

HealthierHere Governing Board

Councilmember Riddle, Board President 2024

Joint Recommendations Committee (JRC)

Vacant Member position

PSRC Growth Management Policy Board

Vacant Alternate position

SCA Public Issues Committee (PIC)

Mayor French, Member; Councilmember Bodi, Alternate

King County Solid Waste Advisory Committee (SWAC)

Vacant Member position; Councilmember Furutani, Alternate

OTHER

SeaShore Transportation Forum

Mayor French, Member; Councilmember Goldman, co-chair in 2024;

North Urban Human Services Alliance

Councilmember Riddle, Member

Metropolitan Solid Waste Advisory Committee

Vacant Member position

Department of Natural Resources Washington Community Forest Council

Vacant Member position

Lake Ballinger/McAleer Creek Watershed Forum

Councilmember Furutani, Member; Councilmember Goode, Alternate

Water Resource Inventory Area 8 Salmon Recovery Council (WRIA 8)

Councilmember Furutani, Member; Councilmember Goode, Alternate

North King County Coalition on Homelessness (NUHSA)

Councilmember Riddle, Member

K4C Outreach Committee

Councilmember Furutani, Member; Vacant Member position

Regional Crisis Response Agency (RCR)

Councilmember Goldman, Member; Councilmember Saunders, Alternate

Evergreen Communities Steering Committee

Councilmember Riddle, Member

Appointments made at the January 11 and January 25, 2024 City Council meetings

City Administrator Report City of Lake Forest Park

Date: April 24, 2025

TO: Honorable Vice Chair and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Tom French
Leadership Team

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

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

I. Intergovernmental and local issues update.

Police Department

Notable Incidents:

Disturbance

Patrol officers responded to a disturbance at a party held at a short-term rental house in the 3900 blk of NE 157th Pl. Officers from Bothell PD responded to assist. Officers learned an armed female suspect aimed a firearm at multiple people, threatening to kill them, and then attacked another female partygoer by holding her down, pistol whipping, and beating her. The suspect was arrested and booked into the King County Jail for Assault 1st Degree, Harassment (Felony – Threats to Kill), and Assault 4th Degree (DV). The firearm was recovered and booked into evidence.

Officers responded to a possible DV assault. Upon arrival, they discovered that this was actually a person who was experiencing a behavioral health crisis. He was transported to Connections for evaluation and care.

Theft

Officers responded to a theft in progress at the Subway store. The suspect left before the arrival of the officers.

Theft in progress at Ross. The suspect was caught by the officers, trespassed, and booked in the Lynnwood jail.

An attempted theft at Albertsons didn't go too well. The officers caught the suspect who was subsequently trespassed from the store.

Officers responded to several mail thefts calls in the area of the 4600 block of NE 201 PL. No leads at this time.

Prowl

MV prowl in the 17000 block of Beach Dr. NE. One expensive tool was stolen from the vehicle. No leads at this time.

Behavioral Health

The parents of a juvenile called the police regarding their son being out of control. He was breaking household items inside the house, and he had started to become verbal with his mother. Officers responded, and detained the juvenile until an ambulance transported him to the hospital for evaluation.

Officers were called at the NW Kidney Center regarding a naked subject who was masturbating in the bathroom. The subject appeared confused. Mental Health Professionals were called to assess the situation and assist the person in crisis.

Officers contacted three subjects who were walking on SR522 in the middle of the bus lane. They were warned about the behavior, and one was transported to the Kenmore Park & Ride.

Sex Crime

The parent of an eleven 11-year-old female called the police because her daughter had received explicit photos from another 11-year-old female who goes to the same school. The case was sent to detectives, and CPS was also advised of the incident.

Illegal Dumping

2 old couches were left at the intersection of NE 182nd St & NE Perkins Way. No suspect. Public Works was advised.

DOA

Officers responded to an unexpected death of a 66-year-old male. The preliminary investigation did not reveal any criminal act.

Missing Juvenile

Officers responded to a missing person incident where a 10-year-old male had decided to walk away from his afterschool program. As the officers started the search, they were advised that the juvenile was found safe at his parents' residence.

II. Internal City Information

Human Resources

- **Staffing Updates:** New Permit Technician Drew Scharnitzke and Stormwater Program Coordinator Chris Korwel started this month. A conditional offer has been made to fill the Public Works Administrative Assistant. Recruiting efforts continue for the Maintenance Worker, Court Clerk, Entry/Lateral Level Police Officer, and Building Official positions.
- **Negotiations:** Administration met with Teamsters, continuing negotiations. Dates have been scheduled to begin mediation in early June.

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting

The following contracts were administratively approved:

- **AG-25-023:** Municipal Research & Services Center (MRSC) – Small Works, Consultant & Vendor Rosters
- **AG-25-025:** Regional Motorcade, LLLP – operating permit for funeral processions

VI. Legislative Update

- With the adoption of the continuing funding resolution for the federal budget, the city's \$2.0M application for funding to support a Community Center at the future lake front park, was eliminated. The administration, working with the city's federal lobbyist, has reapplied as part of the 2026 federal budget process.

VII. Community Events

9th Annual Pack the Park Fun Run Returns May 10, 2025!

The beloved **Pack the Park Fun Run** is back for its 9th year on **May 10, 2025**, at **Animal Acres Park in Lake Forest Park!** What began as a **PTA partnership with Brookside and Lake Forest Park Elementary Schools** has flourished into a cherished community event, now proudly managed by **Kind + Co Events** as part of their community give-back initiatives. Kind + Co Events operates this event at no cost, with all staff and management donating their time to ensure its success.

This year's event promises to be bigger and better than ever, featuring **live music, a food truck, and snow cones** to bring the community together after the run. Attendees will enjoy a

performance by the **Lago Vista Social Club band**, creating a lively and celebratory atmosphere for all participants.

Event Details:



Date: May 10, 2025



Location: Animal Acres Park, Lake Forest Park



Registration: 8:00 AM



Step Off: 9:00 AM

Proceeds from this year's event will benefit two vital community programs:

- **Lake Forest Park Farmers Market Bucks**, which provides access to fresh, local produce for families in need.
- **Shoreline Schools Angel Fund**, which helps pay off school lunch debt for students, ensuring no child goes without a meal.

For those unable to attend, donations are encouraged. Every contribution directly supports local families and strengthens the community.

How to Get Involved

- [Register for the run and bring your family and friends!](#)
- [Sign-up to volunteer to help at the event.](#)
- [Become a sponsor to help make the event even more impactful.](#)

For more details, registration, and ways to contribute, [visit the website](#). Let's **Pack the Park** and make a difference together!

VIII. Upcoming City Sponsored Events

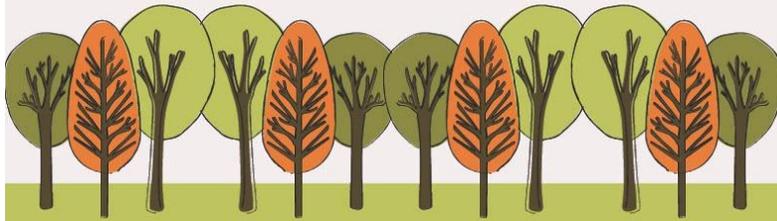
Arbor Day Celebration

Join your Lake Forest Park community in celebrating Arbor Day at Horizon View Park.

1:00 PM – A preview of a new art installation planned for the park presented by organizers of the annual LFP Secret Garden Tour and Plant Sale.

1:30 PM – A status report on planning for the new lakefront park presented by the LFP Parks and Recreation Board.

1:45 PM – A guided walk to learn about the trees in the park, led by Prof. Dick Olmstead of the LFP Tree Board.



Sunday April 27 in Horizon View Park
All are welcome!

LFP Arbor Day Celebration at Horizon View Park! **Sunday, April 27, 2025**

Join us in celebrating Arbor Day at **Horizon View Park on April 27th, 2025**, starting at **1:00 PM**, hosted by the LFP Tree Board! Start the day with a preview and learn about the new art installation project for Horizon View, fundraised and organized by the LFP Secret Garden Tour and Plant & Garden Art Sale. Next, the LFP Parks and Recreation Advisory Board will share a status update on the new Lakefront Park. The afternoon will end with a guided walk to learn about the trees in the park, starting at 1:45 PM, led by Professor Dick Olmstead of the LFP Tree Board.

Bring your neighbors and friends, and enjoy a wonderful Arbor Day Sunday at Horizon View Park!

IX. Meetings Calendar**[Climate Action Committee Meeting \(hybrid meeting\)](#)****May 6, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****[Tree Board Meeting \(hybrid meeting\)](#)****May 7, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****[City Council Work Session \(hybrid meeting\)](#)****May 8, 2025, 6:00 PM - 7:00 PM City Hall and via Zoom****[More Details](#)****[City Council Regular Meeting \(hybrid meeting\)](#)****May 8, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****[Planning Commission Meeting \(hybrid meeting\)](#)****May 13, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****[Climate Policy Advisory Team Meeting \(hybrid meeting\)](#)****May 14, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)****May 15, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom****[More Details](#)****[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)****May 19, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom****[More Details](#)****[City Council Regular Meeting \(hybrid meeting\)](#)****May 22, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)****May 27, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)**