



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, June 22, 2023 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom
17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

Please note, this link works for both the Council Budget & Finance Committee meeting at 6:00 p.m. and the Regular Business Meeting at 7:00 p.m.

Join Zoom Webinar: <https://us06web.zoom.us/j/81818729914>
Call into Webinar: 253-215-8782 | Webinar ID: 818 1872 9914

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

If you are in person at the meeting, there is a sign in sheet located near the entrance to the Council Chambers. Simply fill the form out and the Mayor will call your name at the appropriate time. Oral comments are limited to 3:00 minutes per speaker.

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

Written comments for public hearings will be submitted to Council if received by 5:00 p.m. on the date of the meeting; otherwise, they will be provided to the City Council the next day. Because the City has implemented oral comments, written comments are no longer being read under Citizen Comments.

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

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

AGENDA

1. CALL TO ORDER: 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. PROCLAMATIONS

A. Declaring June 22 as Octavia Butler Day

5. FINAL CONFIRMATION

A. Janne Kaje - Planning Commission Position No. 9, partial term to expire 2/28/2024

6. PRESENTATIONS

A. King County Regional Homelessness Authority

7. PUBLIC HEARINGS

A. Public Hearing on Ordinance 23-1270/Adopting Interim Development Regulations As Authorized By The Growth Management Act Relating To Retaining Walls

- Staff presentation

- Questions from Council

- Open the public hearing for comments (3 minutes per speaker)

- Staff address questions that may have been presented during public comments and from Council.

B. Public Hearing on Draft Ordinance 23-1271/Adopting Interim Development Regulations as authorized by the Growth Management Act relating to Tree Canopy Preservation and Enhancement

- Staff presentation

- Questions from Council

- Open the public hearing for comments (3 minutes per speaker)

- Staff address questions that may have been presented during public comments and from Council.

8. CITIZEN 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 may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.***

9. 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.** June 5, 2023 City Council Special Meeting Minutes
- B.** June 8, 2023 City Council Work Session Minutes
- C.** June 8, 2023 City Council Regular Meeting Minutes
- D.** City Expenditures for the Period Ending June 22, 2023
- E.** Resolution 23-1904/Addendum to Grant Agreement Between Lake Forest Park and the Center for Human Services for American Rescue Plan Act Funds
- F.** Resolution 23-1905/Addendum to Grant Agreement Between Lake Forest Park and Hopelink for American Rescue Plan Act Funds

10. ORDINANCES AND RESOLUTIONS FOR ACTION

- A.** Ordinance No. 23-1272/Amending Adopted Interim Development Regulations as Authorized by the Growth Management Act relating to Retaining Walls
- B.** Ordinance No. 23-1271/Adopting Interim Development Regulations as Authorized by the Growth Management Act relating to Tree Canopy Preservation and Enhancement
- C.** Resolution 23-1903/Authorizing the Mayor to sign an Extension of Interagency Reimbursement Agreement between Washington State Administrative Office of the Courts and Lake Forest Park Municipal Court for reimbursement costs related to the Blake decision.
- D.** Resolution No. 23-1902/Authorizing the Mayor to Sign an Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project

11. COUNCIL DISCUSSION AND ACTION

12. OTHER BUSINESS

13. COUNCIL COMMITTEE REPORTS

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

14. ADJOURN

FUTURE SCHEDULE

- Tuesday, July 4, 2023 City Offices Closed in Observance of Independence Day
- Thursday, July 13, 2023 City Council Work Session Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Thursday, July 13, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*
- Thursday, July 20, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Monday, July 24, 2023 City Council Committee of the Whole Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Thursday, July 27, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

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

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



PROCLAMATION

WHEREAS, Octavia Butler was a visionary and influential author whose groundbreaking work greatly contributed to the science fiction and speculative fiction genres; and

WHEREAS, Octavia Butler was born on June 22, 1947, in Pasadena, California, and her literary contributions have captivated readers around the world; and

WHEREAS, Octavia Butler became the first science fiction writer to receive the prestigious MacArthur Fellowship in 1995, acknowledging her exceptional talent and literary achievements; and

WHEREAS, Octavia Butler's work explores important themes such as race, gender, power dynamics, and social justice, challenging readers to critically examine the world we live in; and

WHEREAS, Octavia Butler's novels, including "Kindred," "Parable of the Sower," and "Lilith's Brood," have garnered numerous awards and accolades, including the Hugo, Locus and Nebula Awards for Best Novelette in 1985 and the Nebula Award for Best Novel in 1999 leaving an indelible mark on the literary landscape; and

WHEREAS, Octavia Butler's profound influence extends beyond her written works, inspiring countless authors, artists, and readers to engage in meaningful conversations about the future of humanity and the importance of empathy and understanding; and

WHEREAS, it is important to honor and celebrate the contributions of Octavia Butler, recognizing her significant impact on literature and the promotion of diverse voices within the genre; and

WHEREAS, Octavia Butler resided in the City of Lake Forest Park, Washington, for a significant portion of her life, drawing inspiration from the natural beauty and vibrant community of our city and writing her final novel, Fledgling, in 2005, and it is fitting to honor her connection to our community on this special day.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim June 22nd as "Octavia Butler Day" in our city and encourage all residents to take part in activities that celebrate her legacy. This day shall serve as a reminder of the transformative power of literature and the importance of embracing diverse perspectives in shaping a more inclusive and equitable society.

Signed this 22nd day of June, 2023.

Jeff Johnson, Mayor
City of Lake Forest Park

Mayor
Jeff R. Johnson

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Councilmembers
Tom French
Phillippa M. Kassover
Mark Phillips
E. John Resha III
Semra Riddle
Lorri Bodi
John A. E. Wright

Commissioner/Board Member Application

*Please fill out your completed application and send it to mayor@cityoflfp.com or mail it to:

Lake Forest Park City Hall
Commissioner Application
17425 Ballinger Way NE
Lake Forest Park, WA 98155

Name	Janne Kaje
Address	, LFP 98155
Evening Phone	
Daytime Phone	
Email Address	
Date of Application	6/1/22

1. Which commission or board are you interested in? Planning Commission
2. Do you live in Lake Forest Park? Yes
3. How long have you lived in Lake Forest Park? 10 yrs

4. What are your interests in our City and what experiences or special knowledge can you bring to the commission?
 My wife and I love living in Lake Forest Park, raised our kids here, and plan to live here for the rest of our days. For that reason, I would like to bring my expertise, energy and values to discussions about the city's future. As detailed further below, I am deeply committed to reducing the environmental impacts of past and future development, while recognizing the importance of smart economic development and inevitable population growth in the years ahead. With growth comes a need for diversification of housing types, a focus on both motorized and non-motorized transportation, as well as equity.

I have worked in environmental science, planning and policy for my entire professional career. For the past 16 years I have worked for King County in the Department of Natural Resources and Parks, Water and Land Resources Division, on issues related to salmon recovery, watershed health, climate resilience and open space acquisition. I am very familiar with the environmental challenges faced by smaller cities around Puget Sound, having also worked as an environmental consultant in the past focusing on environmental analysis to support land use policy.

Prior to living in Lake Forest Park, I lived in Shoreline for a decade, and served on the Planning Commission from 2008-2012. During that period, the Commission was engaged in a variety of issues

that have parallels in Lake Forest Park, such as planning for the economic revitalization of Corridor, the city’s tree policies and regulations, planning for light rail and its implications for housing, transportation and zoning more generally, and a variety of other issues. Just prior to joining the Planning Commission in Shoreline, I served on a citizen advisory committee to develop a housing strategy for the city – a topic that I also see reflected in the Lake Forest Park Planning Commission’s work plan.

- 5. What do you hope to accomplish as a commissioner?
I believe that my professional background and past civic engagement have helped me to develop a broad, pragmatic and balanced perspective on the needs of communities and their residents. Yes, I feel strongly about environmental issues and the importance of addressing legacy harms like inadequate stormwater management and numerous fish passage barriers in our stream systems. But I also understand the needs of public infrastructure and development, and how development and re-development can in fact lead to better environmental outcomes. While I do not have a specific hope for a specific accomplishment, I hope that my contributions would be recognized by all around the table as knowledgeable, balanced and constructive.
- 6. If you are appointed to a commission you will be required to attend monthly meetings. Are you available to attend evening meetings? ____ Yes _____
- 7. In addition to monthly meetings, there are often additional time commitments. Do you anticipate this being a problem for you? _____ No _____
- 8. Do you have any issues that you are especially concerned about and think the commission should be addressing?

There are a couple of topics – not really concerns – that I would like to help advance if given the opportunity. 1) the connection of Town Center to light rail at the future 185th Street station. The new station will add tremendous pressure on roadways to support both motorized and non-motorized transport on very limited viable corridors. I am aware that the idea of converting Perkins into a one-way street for a portion of its length has been considered in the past. I think the time is right to look at this very seriously as a way to address a trifecta of issues – transportation and safety for vehicles, bicycles and pedestrians; risks to infrastructure, such as the road itself and the sewer line beneath it; and the several fish passage barriers along McAleer Creek. Solutions that couple these issues could be winners in seeking state and federal funding in the future.

2) Artificial light on the lake. Recent science is pointing to the harm to endangered salmon posed by excess lighting on the lakeshore, mainly by increasing predation by invasive fish like bass. There are some really exciting new ideas taking shape around Lake Sammamish focusing on lakeshore homeowner education and financial incentives to replace/design/operate lighting in a way that reduces these risks while reducing energy use. Some cities are looking at these for potential inclusion in their Shoreline Master Plans.

- 9. Do you have any additional information or comments?

No additional comments. Thank you for your consideration. Resume attached.

Thank you for your interest in Lake Forest Park volunteer commissions.

Information on City Commissions and Boards

Thank you for your interest in becoming a commissioner. Members of all commissions and boards provide an important link between the public, City departments, the City Council and the Mayor. The information that members provide about community needs and opinions can have a profound effect on local policies and lead to improved public service. Advisory commission and board members play a very special role in creating recommendations on important societal and governmental issues.

Appointed members of an advisory commission are expected to:

- Listen carefully to community opinions, attitudes, and needs and report to the Mayor and the Council;
- Study programs and services and analyze problems and needs;
- Offer new proposals and recommend changes in programs, policies, and standards;
- Provide the public with information and interpretation of policies, programs, and budgets.

Commissions make important recommendations about policy. Commissions, however, do not create or administer policy, programs, or services. Advisory commissions do not have the authority to enforce policy or create rules, but their analysis and recommendations can play an important role in furthering the effective operation of City government.

The Volunteer Commission System is described in the Chapter 2.22 of the Lake Forest Park Municipal Code. It names the commissions and their responsibilities.

- A. Planning Commission.** Develops the City's comprehensive plan and updates for recommendation to the Mayor and the City Council and performs other duties as required by law.
- B. Civil Service Commission.** Police personnel as required by state law. The additional duties of this commission shall be defined in the civil service code of the City.

Boards established by City Code

Ch. 2.35.010 Tree Board. Makes policy and regulatory recommendations concerning the management of trees and forest canopy in Lake Forest Park.

Ch. 2.37.010 Parks and Recreation Advisory Board. Advises the city council and mayor on park master plan development, recreation program evaluation and development, and park comprehensive planning.

Commissioners and board members are nominated by the Mayor and confirmed by the City Council. The term is three years. For more information, you can get a copy of the Commissioner's Manual on the City website or at City Hall. You can call the Mayor directly at (206) 368-5440.

Janne Kaje

, Lake Forest Park, Washington 98155

e-mail: | mobile: | work:

Regional Partnerships Unit Supervisor (2017 – Present)

King County – Water and Land Resources Division

Responsibilities

- **Oversees intergovernmental service delivery for salmon recovery efforts throughout King County.** Mr. Kaje supervises the three salmon recovery planning and implementation teams in each of the County’s major watersheds, including the Snoqualmie/South Fork Skykomish Rivers, Cedar River/Lake Washington, and Green/Duwamish Rivers. Each watershed team is funded through an inter-local agreement between King County, local cities and tribes. Mr. Kaje is responsible for the quality of service provided pursuant to the agreements.
- **Develops and prioritizes King County’s capital budget for salmon habitat restoration.** Mr. Kaje plays a lead role in developing the capital budget for habitat restoration for each biennium. Project types range from small scale stream and wetland restoration to marine shoreline armoring removal and large scale floodplain restoration efforts that may cost up to \$20M. Supports county grant applicants to secure local, state and federal funds for a long-term project portfolio of approximately \$500M.
- **Oversees strategic land acquisitions to enable capital project delivery and to protect high-quality open space.** Mr. Kaje oversees King County’s Basin Steward team who pursue acquisitions throughout the county to support salmon recovery and watershed health. His team closes on more than \$10M of fee and easement property acquisitions in a typical year.
- **Supervises a unit of seventeen environmental professionals.** As Unit Supervisor, Mr. Kaje is charged with performance management, evaluation, mentoring, budget development, hiring and overall program management for eleven direct reports and six additional team members.

Snoqualmie Watershed Salmon Recovery Manager (2013 – 2016)

King County – Water and Land Resources Division

Responsibilities

- **Coordinated intergovernmental service delivery to the Snoqualmie Watershed Forum,** pursuant to an inter-local Agreement between King County, the Snoqualmie Tribe, the Tulalip Tribes, the cities of Carnation, Duvall, North Bend and Snoqualmie, and the Town of Skykomish.
- **Built partnerships** with governmental agencies, non-governmental organizations and individual landowners to advance salmon recovery and watershed health in the Snoqualmie and South Fork Skykomish Watersheds and the broader Snohomish River Basin.

- **Led a multi-disciplinary team** responsible for technical, policy, outreach, capital, and administrative aspects of watershed management and salmon recovery.
- **Developed budgets, work plans and priorities** jointly with elected officials and staff from member jurisdictions of the Snoqualmie Watershed Forum.
- **Managed a multi-disciplinary stakeholder committee** that is developing recommendations to the County Council and Executive about how to forge a balance between salmon recovery, strengthening agricultural viability and reducing flood risks in the Snoqualmie valley.

Education

Master of Marine Affairs, 1998
University of Washington
Degree emphasis: Natural resource management and public policy

Bachelor of Arts, Biology, 1991
University of California, San Diego
Degree emphasis: Ecology, conservation biology

Key Accomplishments

- **Inter-local agreement ten-year renewal and membership expansion.** During 2014-2015, Mr. Kaje led the effort to renew the Snoqualmie Watershed Forum inter-local agreement and associated cost-share commitments by its member governments for ten additional years through 2025. The agreement renewal was accompanied by the expansion of the Forum’s membership to include a second federally recognized tribe and one additional municipality, the first expansion in membership in more than a decade.
- **Snoqualmie Fish, Farm, Flood agreement.** Mr. Kaje played a leading role as the project manager in a three-year effort to forge an agreement between local tribes, the farming community and other stakeholders to advance salmon recovery, strengthen agriculture and reduce flood risk in the Snoqualmie Watershed. The multi-objective agreement-in-principle was reached in spring 2016, with a final agreement signed in summer 2017.

Snoqualmie Watershed Technical Coordinator (2006 – 2012)
King County – Water and Land Resources Division

Responsibilities

- **Performed technical and policy analyses** to support the activities of the Snoqualmie Watershed Forum, an intergovernmental forum that strives to protect and improve the health of the Snoqualmie Watershed and to restore depleted salmon and steelhead populations.
- **Provided direct support to the Water and Land Resources Division on natural resource management issues,** such as water quality in rural areas, the management of large wood in county rivers, habitat restoration project prioritization and hydroelectric dam licensing.
- **Co-chaired the Snohomish Basin Salmonid Recovery Technical Committee.** Worked with local, state, federal, tribal and non-profit partners to implement the technical elements of the basin salmon conservation plan, including monitoring and adaptive management. Developed the committee’s annual work plan. Evaluated habitat restoration project proposals under the Salmon Recovery Funding Board’s annual grant round.

- **Legislative review for the King County Water and Land Resources Division.** From 2007-2012, Mr. Kaje served on a team of Division staff charged with analyzing pending legislation during the Washington State legislative session and providing recommendations to Division management.

Key Accomplishments

- **Snoqualmie Watershed Water Quality Synthesis Report.** This report fills an important data gap in the Snoqualmie watershed by providing a sub-basin by sub-basin synthesis of all available water quality information. The report identifies restoration and protection priorities in each sub-basin, highlights additional research and monitoring needs, and issues a report card for water quality in each of sixteen sub-basins.
- **Large Wood Stakeholder Committee and Public Rule Development.** In 2009-2010, Mr. Kaje played a key role in the development of the Department of Natural Resources and Parks’ Public Rule to guide large wood placement projects and associated public involvement in county rivers. Mr. Kaje recruited a balanced stakeholder committee to review existing policies and to make recommendations. He also coordinated the public meetings during the Public Rule process.
- **Instream Flow and Viable Salmonid Populations report.** The Washington Department of Ecology contracted with King County to have Mr. Kaje write a summary report on the state of the science regarding the role of instream flow in supporting salmonid population viability. The report synthesizes the workshop discussions of invited experts from the western states and British Columbia and identifies key priorities for further research and model development. The report links an important limiting factor for salmon populations to the Viable Salmonid Population framework that is used to evaluate the status of salmon populations under the Endangered Species Act.
- **All-H Analyzer Report for WRIA 7.** Mr. Kaje is the lead author of a report that analyzed the interdependencies of hatchery, harvest and habitat management through the lens of the All-H Analyzer model developed by Washington Department of Fish and Wildlife, the Hatchery Scientific Review Group and tribal co-managers. The report and supporting analysis has been presented at three conferences focusing on salmon recovery in the Pacific Northwest.

Senior Fisheries Consultant (2001-2006)

Steward & Associates. Snohomish, Washington.

Selected projects

Lewis River Hydroelectric Relicensing: From 2001-2005, Mr. Kaje represented the Cowlitz Indian Tribe in a variety of technical work groups and negotiation proceedings related to the development of license terms and conditions in the context of the Federal Energy Regulatory Commission hydroelectric relicensing process.

City of Bothell Critical Areas Ordinance (CAO) Update – Best Available Science: Pursuant to the Growth Management Act, the City of Bothell, Washington, updated its CAO to reflect Best Available Science (BAS) and to provide special consideration for anadromous fish. Mr. Kaje was the lead author of the BAS report for the protection of Fish and Wildlife Habitat Conservation Areas. The report describes the functions and values of riparian areas, the impacts of riparian degradation on stream ecosystems and organisms, and the ability of “buffers” of variable quantity and quality to protect streams and riparian areas.

Habitat Restoration Prioritization Strategy – Friends of the Hylebos Wetlands: Hylebos Creek is a heavily urbanized basin that straddles the border between King and Pierce Counties. The Friends group has worked tirelessly for many years to implement habitat protection and restoration projects throughout the basin and its associated wetlands. Mr. Kaje served as an advisor to the group for many years. In 2006, working with colleagues and client staff, Mr. Kaje helped to develop a prioritization strategy for a suite of potential acquisition and restoration projects distributed throughout the watershed. The strategy adapts a conceptual prioritization approach developed by scientists at the National Marine Fisheries Service to an urbanized environment.

Stillaguamish Instream Flow and Hydrology: Under contract with the Washington State Department of Ecology, Steward and Associates (working with a sub-contractor) performed a hydraulic and hydrologic study of the Stillaguamish Basin. Mr. Kaje conducted hydraulic and fish habitat modeling using the PHABSIM approach for 14 sites including over 100 transects, and synthesized existing information regarding the relationships between fish habitat and instream flow in the basin. The information was used by the Department, local Tribes and basin planning groups to develop administrative instream flows.

Sultan River Hydroelectric Dam Relicensing: As a technical advisor to the Tulalip Tribes, Mr. Kaje represented the Tribes in the Federal Energy Regulatory Commission’s hydroelectric relicensing proceedings for the Jackson Project. Working closely with Tribal technical and policy staff, Mr. Kaje helped to define technical information needs to inform the relicensing process and to define the Tribes’ strategy for effective participation in this formal, multi-year proceeding.

Marine Fisheries Bycatch Report: Mr. Kaje was the lead author of a 2006 report prepared on behalf of the Marine Fish Conservation Network that evaluates the actions of eight regional Fishery Management Councils to reduce bycatch in marine fisheries and to improve bycatch data collection and reporting. The report focuses on the efforts of each Council to meet the requirements of the Magnuson Stevens Fishery Conservation and Management Act, ten years after the Act was amended by Congress to make bycatch reduction a national priority.

Walla Walla and Tucannon Instream Flow Assessment: As part of the Watershed Planning efforts in the Walla Walla and Tucannon basins, Steward and Associates provided instream flow modeling and analysis expertise to the respective watershed planning units in the two basins. As a sub-contractor to EES, Mr. Kaje assumed a lead role in the development of IFIM/PHABSIM-based instream flow recommendations through technical analysis and workshop facilitation in the Walla Walla watershed. In the Tucannon basin, Mr. Kaje provided preliminary flow recommendations and technical review of instream flow studies that had been completed in support of the planning effort.

Additional Professional Background

Research Scientist, UW Climate Impacts Group, 1998-2000
University of Washington, Seattle

Research Assistant, 1996-1998
University of Washington, Seattle

Marine Science Instructor, 1993-1995
Marine Science Institute, Redwood City, California

NMFS Fishery Observer, North Pacific Ocean, 1992
Frank Orth & Associates, Contractor

Civic Engagement

Planning Commissioner, City of Shoreline, 2008-2012. Mr. Kaje served a four-year term as a planning commissioner for the City of Shoreline. The Commission advises the City Council on matters related to long-term planning, oversees public hearings regarding revisions to the City’s Municipal Code, and conducts quasi-judicial hearings for proposed land use actions. Mr. Kaje moved away from the City of Shoreline in January 2012 and was thus required to vacate his position three months prior to the end of his term.

Co-Founder and Chair, Friends of Aldercrest, Shoreline, Washington, 2009-2012. The Friends of Aldercrest is a non-profit organization formed by members of the Shoreline and Lake Forest Park community with a commitment to preserving Aldercrest Annex, former site of Kellogg Middle School, as a public asset. Mr. Kaje played an instrumental role in crafting an agreement between the Shoreline School District (the property owner), the City of Shoreline, and neighborhood representatives that creates a permanent public park at the site, while also creating an economically viable multi-family development plan for the remainder of the property.

Board President, Finnish School of Seattle, 2008-2010. Founded in 1995, the Finnish School of Seattle provides Finnish language instruction and cultural experiences for children in the greater Seattle area. Mr. Kaje oversaw the operations of the school, built partnerships with other community organizations to support the school’s mission, and provided leadership to the eleven-member School Board.

King County Regional Homelessness Authority



Bothell, May 2023

Topics

Section 6, Item A.

1. Organizational Overview
2. Five Year Plan
3. North King County Sub-Regional Implementation Plan
4. North King County Agreement - Progress Update

Theory of Change

Section 6, Item A.

If we create a homeless response system
that centers the voices of people with
lived experience,
Then we will be able to meet needs and
eliminate inequities,
In order to end homelessness for all.



Background

2018- 2019

2020

2021

2022

2023

NIS Design & Inter-Local Agreement (ILA)

National Innovation Service engaged in 2018 to evaluate the system. KCRHA established December 2019 by ILA between Seattle and King County.

Administrative Start-Up & Global Pandemic

King County, Seattle, and Sound Cities set up governance structures for KCRHA; COVID-19 changed the landscape and responses to homelessness.

Hiring and Planning

CEO Marc Dones started in April 2021, focused on start-up & hired executive team. Started sub-regional planning in late June. Integrated data analysis finds 40,000+ people experiencing homelessness.

Implementation and Redesign

Transferring 268 contracts; Partnership for Zero & Systems Advocates; Severe weather planning; Qualitative research on unsheltered homelessness; Service redesign process.

Service Redesign Continues, Goal of Transformative Change



	City of Seattle	King County	RHA
INFRASTRUCTURE	Housing Capital and Development	✓	✓
	CoC Funded Programs	✗	✗
	Shelter		
PROGRAMS	Diversion	✗	✗
	Rapid Re-Housing	✗	✗
	Coordinated Entry	✗	✗
	HMIS	✗	✗
OTHER SERVICES	Outreach	✓	✗
	Encampment Cleans	✓	✓
	Behavioral Health and Crisis Response	✓	✓

Progress to Date

Section 6, Item A.

- Over 1,500 people engaged throughout 2022: UUHP and Five-Year Plan
- Emergency Housing Vouchers: 100% utilization rate and nearly twice the utilization rate of peer communities (over 1,400 households)
- Launching Re-procurement using our equitable procurement manual
- More Than 5,600 Moved to Permanent Housing in 2022
- Ensured encampment resolutions are focused on housing
- Improved coordination and effectiveness of severe weather response

Five Year Plan: *Overview & Update*

Five-Year Plan Development

Section 6, Item A.

- **Summer – Fall 2022:** Community Engagement Across King County
 - Workshops with sub-regions, systems, and sub-populations
- **Fall – Winter 2022:** Content Development with Community Review
 - North King County Coalition and NUHSA
- **January 2023:** First Release & Public Comment Period
 - City Staff Feedback
 - Provider Leadership Lunch and Learn & Feedback Sessions
- **February – March 2023:** Restructure
- **April – May:** Implementation Board & Governing Committee Review

Scope & Scale of the Issue

Section 6, Item A.

- How Many People are Experiencing Homelessness?
- Who is Experiencing Homelessness?
 - Racial Disproportionality
 - Sub-populations and identities
- Limitations on Data
- Our Work in Memoriam

Who is Experiencing Homelessness?

Section 6, Item A.

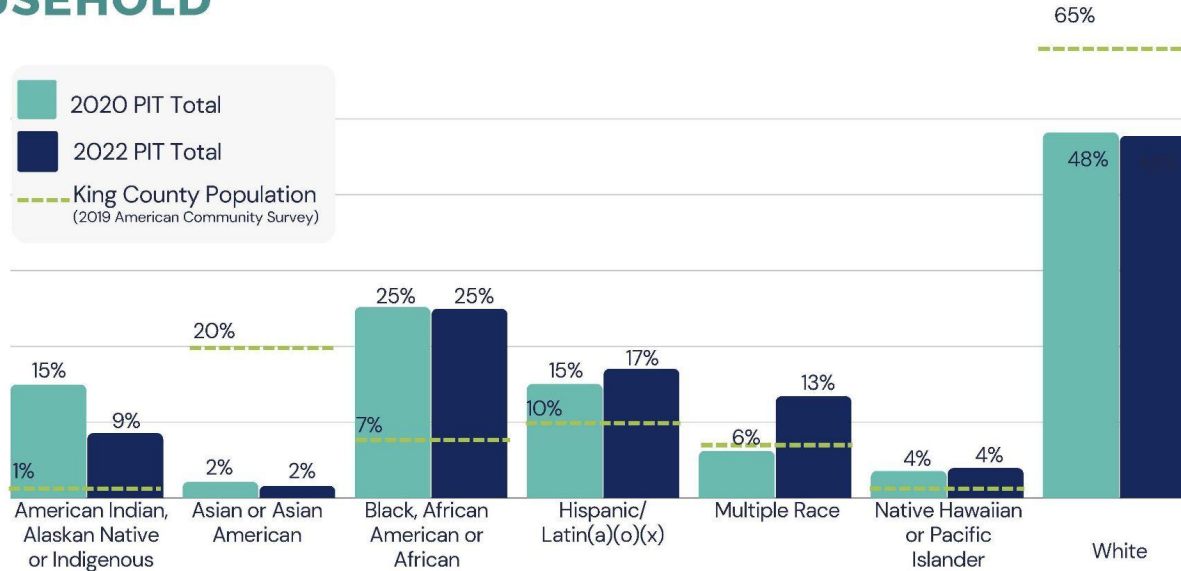
Emergency Shelter		
King County Sub-Region	Beds	% of Countywide
East	715	15.5%
North	143	3.1%
Seattle	3,009	65.3%
South	568	12.3%
Southeast	89	1.9%
Snoqualmie Valley	44	1.0%
Urban Unincorporated	41	0.9%
Total	4,609	100%

North King County has 3 service providers offering emergency shelters.

None of these locations are drop-in.

Who is Experiencing Homelessness?

RACE & ETHNICITY* OF HEAD OF HOUSEHOLD



*HUD requires submission of race and ethnicity as separate categories. Here, we have included households identifying as Hispanic/Latin(a)(o)(x) with the HUD-required race categories. Since these questions are asked separately, a respondent may identify as Hispanic/Latin(a)(o)(x) and in another category represented in this chart.



Our Work in Memoriam

Section 6, Item A.



(Source: King County Medical Examiner's Office)



Current & Future State

- How the current homelessness system is functioning
- Our ideal system state

Section 6, Item A.

Current State Service Provider Organizations

Section 6, Item A.

- Staffing
- Wages
- Data/Reporting
- Funding
- Training
- Increased Acuity
- Overdose Deaths



Current State Network of Homeless Services

Section 6, Item A.

- Data Sharing Between Providers
- Referral pathways
- Sub-regional gaps
- Sub-population gaps
- How our programs are fairing
- How the system operates



Current State

System-to-System Connections

Section 6, ItemA.

- Lack of collaboration and alignment (vision, values, projects, programs, etc.)
- Limited connective tissue between systems (folks falling through the cracks)
- Data sharing and transparency
- Accountability and Role Clarity
- Coordination on funding sources – strategic investments



Ideal System State

Section 6, Item A.



Every service provider is able to adequately hire and retain trained staff that can carry out best practices when serving clients.



All service providers are coordinated through data, every sub-region has services, and all disproportionately impacted sub-populations are served.



No missed opportunities to intercept someone before becoming homeless.

Supportive transition

Subject Matter Working Groups

30+ Organizations Identified Already

Section 6, Item A.

Will work on targeted initiative areas to develop action steps and timelines.

How We Get There

- One, Overall Goal
- Metrics of Success
- Activities Sequenced & Within Budget
- Funding Strategy Shift

Section 6, Item A.

One Overarching Goal:

“Bring unsheltered people inside in a way that meets their needs for safety, stability and healing, as quickly as possible to prevent death and further harm”



How We Measure Success

- Number of households **accessing or entering** the homeless response system.
- Number **exited to permanent housing**.
- Number **returning to homelessness** at 6, 12, and 24 months.
- Number of temporary and permanent **housing units**.
- **Length of stay** and number of people served in each temporary housing unit (throughput).
- **Disaggregated data** by program type, household type, sub-population, and race and ethnicity.

Snapshot: Year One Priorities

Year 1 - Year 2

Key Actions	Topic Areas	Impact	Status
Develop a real-time bed availability tool inclusive of all types of shelter and emergency housing	Data Resource Availability	<i>Insight into real-time shelter vacancies will allow for greater enrollments into the shelter system at any given time which will improve our understanding of how many single adults, families and youth may be accessing the system.</i>	In-Motion
Partner with the behavioral health organizations to support connections to behavioral health services.	Behavioral Health Health Care High-Acuity System Connection Enhanced Care	<i>Establishing connections and providing smooth transitions for individuals to behavioral health supports enhances the quality of care, mitigates future needs for support, and increases the chances of success in permanent housing; ultimately reducing rates of return into homelessness and increasing throughput in homelessness programs.</i>	
Partner with King County Behavioral Health and Recovery Division and Public Health and Healthcare for the Homeless Network to improve communication, coordination, education, and information sharing across our homelessness response system for high acuity individuals.	Behavioral Health Health Care High-Acuity System Connection	<i>Partnerships across systems allows for efficient use of resources, better understanding of system processes, and increased ability to care for people quickly which can increase the chances of success in permanent housing, increase throughput in our system, and reduce returns to homelessness.</i>	In-Motion

Prioritization of Activities

Section 6, Item A.

Within Current Budget:

Table 1: Activities for Years 1-2 of plan

Table 2: Activities for Years 3-5 of plan

Go First Strategies for New Funding:

Table 3: Activities that would require new funding

Approval Process

Section 6, Item A.

Implementation Board



The 13-member Implementation Board votes to recommend the Plan.

Governing Committee



The 11-member Governing Committee votes to approve the Plan.

Five Year Plan

The strategic roadmap to transform the homelessness response system

Section 6, Item A.

North King County Sub-Regional Implementation Plan

What does it mean to implement and act on these goals in North King County?

Sub-Regional Implementation Plan: Approach

Section 6, Item A.

- From the Five-Year Plan, **30 activities will be tailored to each sub-region**
 - Identified in collaboration with service providers, community partners, and city human services staff
 - Some activities require either region-wide standardization or are KCRHA administrative tasks
- Action steps and timelines developed in partnership with NKC community

Key Components of Sub-Regional Plans

Section 6, Item A.

Rooted in equity & social justice principles, there are six key components:

1. Landscape of services → 2023 HIC/RSD
2. Investment/Funding → Updated 2023–2024 Biennium Figures
3. Lived experiences → CI Request with Participatory Researchers
4. Gaps and Needs → Re-Analyze + Cloudburst
5. Action steps → **Implementation Plan**
6. Timeline → **Implementation Plan**

Sub-Regional Implementation Plan: *Example*

Section 6, ItemA.

Activity: *Deploy an effective communications strategy to ensure the Ombuds Office is well-known and easily accessible, including the creation of centralized contact mechanisms (e.g., a hotline).*

This activity will be developed to include action steps and timeline appropriate for North King County.

Example Action Steps for North King County **could** look like:

1. Educate North King community on Ombuds office; identify stakeholders to convene; develop strategy.
2. Deploy - January 2025
3. Review & enhance - January 2026

Sub-Regional Implementation Plan: *Feedback*

Section 6, Item A.

- **What do you want to see in the Sub-Regional Implementation Plan?**
 - What should be built into the North King County Homelessness Response?
 - What is missing from the North King County Homelessness Response?
- **What level of guidance would you like to see in the plan?**
- **How would you as a council like to stay informed or involved?**
- **Which key stakeholders should we engage in the plan development process?**

Any other suggestions?

North King County ILA

Section 6, Item A.

- Tax documentation
- Invoicing
- FLUXX grants management
- 6 Service Providers Funded
- New Funding for Severe Weather Response

Next Council Presentation: October 2023

Draft North King County Sub-Regional Implementation Plan

North King County Outcomes



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date June 22, 2023

Originating Department Planning

Contact Person Steve Bennett, Planning Director and Kim Adams Pratt, City Attorney

Title Ordinance 23-1270/Adopting Interim Development Regulations As Authorized By The Growth Management Act Relating To Retaining Walls

Legislative History

- First Presentation - January 26, 2023, regular City Council meeting
- Second Presentation – February 6, 2023, City Council special Committee of the Whole meeting
- Third Presentation – February 23, 2023, regular City Council meeting
- Fourth Presentation – April 13, 2023, regular City Council meeting
- Fifth Presentation – May 11, 2023, regular City Council meeting
- Sixth Presentation – May 18, 2023, special City Council meeting
- Seventh Presentation – June 5, 2023, special City Council meeting
- Eighth Presentation – June 8, 2023, regular City Council meeting
- Ninth Presentation – June 22, 2023, regular City Council meeting

Attachments:

1. Ordinance 23-1270/Adopting Interim Development Regulations as authorized by the Growth Management Act relating to retaining walls (including Retaining Wall Design Standards)

Executive Summary

On May 18, 2023, the City Council held a special meeting to discuss public comment received for the May 11, 2023, public hearing regarding draft Ordinance 23-1263. The draft Ordinance was reviewed and revised again to reflect City Council comments and discussion during the June 5th special meeting.

At the June 8th regular meeting, the provisions of Ordinance 23-1263 were presented as interim regulations in Ordinance 23-1270 (Attachment 1) and adopted that evening. The City Council is now holding a public hearing on those interim regulations that went into effect on June 8th.

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

Fiscal & Policy Implications

There are no known fiscal implications at this time.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve permanent regulations	Council could choose to approve the interim regulations as permanent regulations
<ul style="list-style-type: none">• Do not approve permanent regulations	Council may consider additional amendments to the retaining wall regulations

Staff Recommendation

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

ORDINANCE NO. 23-1270

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO RETAINING WALLS; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City’s police power and is specifically authorized by RCW 35A.63.100 and RCW 36.70A.040; and

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

WHEREAS, large scale retaining walls in or adjacent to publicly owned rights-of-way can result in visual and physical blight, tree and vegetation removal, and become de facto landmarks identifying the City of Lake Forest Park (the “City”)

WHEREAS, it is imperative that negative impacts of these retaining walls be mitigated with structural and aesthetic design, planting, and other mitigation measures; and

WHEREAS, it is imperative that these retaining walls that become significant, recognizable features in the City be integrated with and support the community identity; and

WHEREAS, chapter 12.50 of the Lake Forest Park Municipal Code (“LFPMC”) would establish regulations for retaining walls in or adjacent to publicly owned right-of-way;

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act, Chapter 43.21C RCW, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (“DNS”) was issued on April 12, 2023; and

WHEREAS, in accordance with the requirements set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City’s

intent to adopt the proposed amendments on April 6, 2023, and received notice that the Department had granted expedited review on April 20, 2023; and

WHEREAS, the City Council held public meetings to review the proposed regulations during meetings on January 26, 2023; February 6, 2023, February 23, 2023, April 13, 2023, May 11, 2023, June 5, 2023, and June 8, 2023; and

WHEREAS, the City Council held a public hearing on May 11, 2023, regarding the proposed regulations.

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

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

Section 2. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted creating Chapter 12.50 of the Lake Forest Park Municipal Code (LFPMC) as follows:

12.50.010 Purpose and intent.

The purpose and intent of this chapter is to:

- A. Recognize that while at the basic level, a retaining wall is a structure that holds or retains soil behind it, retaining walls can also result in visual and physical blight, tree and vegetation removal, impairment of gateway areas, and other impacts that require visual design, planting, and topographic, and aesthetic mitigation.
- B. Recognize that retaining walls can be built from different materials to achieve the strength required and achieve aesthetic goals;
- C. Require aesthetic design features that reflect the character of the community as adopted in Retaining Wall Design Standards;
- D. Recognize that retaining walls are frequently adjacent to noise sensitive areas such as residential dwelling units and other land uses that are noise sensitive and subject to inequitable noise impacts, which can be intensified by removal of vegetation and trees and/or by the reflected noise from retaining wall surfaces;
- E. Require proof of compliance with state regulations for noise attenuation, absorption, and transmission; recognize that compliance may be achieved through a variety of techniques and materials such as the use of tilted retaining walls to direct noise upward, large and small variations of façade to break up low to high frequencies, and sound reflection mitigation;

F. Require landscaping to avoid visual dominance of the retaining wall, potentially discourage graffiti, and add visual quality;

G. Encourage building material choices that ensure aesthetics, durability, maintenance, and cost; and

H. Promote cooperation between the State of Washington Department of Transportation (“WSDOT”), the City, and the project proponent.

12.50.020 Retaining wall construction and design.

A. Public benefit. Retaining walls located within the right-of-way shall be installed to benefit the general public by supporting or protecting public transportation infrastructure and shall not be for private development gain.

B. Application type.

1. An application for retaining wall construction and design approval shall be processed pursuant to the requirements in chapter 16.26 LFPMP for a Type III permit, administrative decision made by the code administrator. The Public Works director shall be the “code administrator” for the Type III permit decision.

2. For proposed retaining walls 25 feet or more in length and that propose removal of 10 or more trees that are either exceptional, landmark, or significant trees as defined in Chapter 16.14 LFPMP, a Neighborhood meeting shall be held pursuant to the requirements in LFPMP 16.26.050, provided however, that the Neighborhood meeting is not required to be held prior submittal of the application for the retaining wall.

3. For purposes of sending notice of the Neighborhood meeting under LFPMP 16.26.050(B), notice shall be mailed to owners of real property within 500 feet of either side of the right-of-way for the entire length of the retaining wall project. For purposes of sending the notice of application under LFPMP 16.26.040(D)(1)(b), notice shall be mailed to owners of real property within 500 feet of either side of the right-of-way for the entire length of the retaining wall project.

C. Transportation design manuals and regulations. Retaining walls located on private property or right-of-way that support or protect public transportation infrastructure shall, at a minimum, meet the requirements set forth in the latest edition of the Washington State Department of Transportation (WSDOT) Design Manual, Bridge Design Manual, and the International Building Code. These manuals and codes provide policies, procedures, and methods for developing and documenting design improvements to the transportation network.

1. The retaining wall construction type shall be the same from the highest to the lowest portion of each independent wall segment. Where walls are terraced or tiered, all

tiers/terraces shall consist of the same wall construction type for the length of each independent segment.

2. Concrete retaining walls shall be coated with a moisture barrier and anti-graffiti paint.

3. Total structural isolation is required for public and private retaining walls adjacent to each other.

4. The Public Works director may take into account long term maintenance requirements, constructability, and recommendations on same from the applicant's engineers and independent third-party engineers.

5. Easements may be required for the maintenance, operation, and replacement of the wall.

6. The applicant shall provide documentation of how the retaining wall design satisfies, or exceeds, applicable WSDOT traffic noise policy and procedures.

7. Prior to issuing a decision on the retaining wall, the Public Works Director shall obtain, at the applicant's expense, a written structural review and recommendation from an independent third party with professional expertise and no affiliation with the applicant.

D. Aesthetic design.

1. An architectural finish or engineered block shall be used that integrates with and supports the community identity of the City showing a strong relationship to the surrounding natural environment including native trees, flora, and fauna of the region. The architectural finishes included in Provision 1 of the Retaining Wall Design Standards dated June 8, 2023, are examples that satisfy this requirement. The Public Works Director will review and issue a decision on the architectural finish and engineered block consistent with this section after obtaining, at the applicant's expense, a written review and recommendation from an independent third party with professional expertise and no affiliation with the applicant.

2. Landscaping treatments shall be used on retaining walls that reduce the harshness of these walls. The landscaping standards included in Provision 2 of the Retaining Wall Design Standards dated June 8, 2023, are examples that satisfy this requirement. The Public Works Director will review and issue a decision on landscaping treatments consistent with this section after obtaining, at the applicant's expense, a written review and recommendation from an independent third party with professional expertise and no affiliation with the applicant.

3. As a condition of permit approval, the Public Works Director shall require as needed, based on the impacts and circumstances related to a particular retaining wall, installation of a temporary irrigation systems, and the funding for or implementation of a

3-year tree and plant monitoring and maintenance plan, including the replacement of failed trees and plants.

Section 3. ADOPTION OF INTERIM DEVELOPMENT

REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted to amend LFPMC 16.26.010, as follows:

16.26.010 Purpose and application.

A. This chapter establishes standard procedures for land use and related decisions made by the city of Lake Forest Park. They provide for an integrated and consolidated permit review process to promote timely and informed public participation and to eliminate redundancy and thereby minimize delay and expense.

B. This chapter applies to all applications for land use and related decisions made under chapter 12.50 LFPMC, and Titles 15, 16, 17 and 18 LFPMC.

Section 4. ADOPTION OF INTERIM DEVELOPMENT

REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted to amend LFPMC 16.26.030, as follows:

16.26.030 Classification of decisions.

...

C. Type III – Administrative Decisions Made by a Code Administrator.

- 1. Threshold determinations under the State Environmental Policy Act (SEPA);
- 2. Administrative variances;
- 3. Shoreline exemption permits;
- 4. Sensitive area permits issued pursuant to Chapter [16.16](#) LFPMC, with the exception of requests for exemption under LFPMC [16.16.250](#) and the exception of minor sensitive area permits as described under LFPMC [16.16.080](#)(A)(2);
- 5. Short subdivisions; and
- 6. Retaining wall permits pursuant to chapter 12.50 LFPMC.

...

Section 5. EFFECTIVE DURATION OF INTERIM DEVELOPMENT

REGULATIONS. These interim development regulations set forth in this ordinance

shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire on December 8, 2023, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 6. SET A PUBLIC HEARING. A public hearing shall be held by the City Council regarding interim development regulations for retaining walls on June 22, 2023, which satisfies the deadline for a public hearing in RCW 36.70A.390.

Section 7. REFERRAL TO STAFF. The Planning Director, or designees (the “Director”) is hereby authorized and directed to investigate and obtain outside consulting services if necessary to research the WSDOT traffic noise policy and procedures, provide such information to the City Council, and make a recommendation regarding permanent retaining wall development regulations.

Section 8. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 9. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

APPROVED BY A MAJORITY PLUS ONE of the Lake Forest Park City Council this ____ day of June, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:



Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

Retaining Wall Design Standards

June 8, 2023

INTENT

These provisions are intended to mitigate the impact of large, monotonous retaining walls in the right-of-way by requiring architectural and landscaping treatments that reduce the harshness of such walls and reflect the community identity.

INTERPRETATION

The terms used in these standards indicate whether provisions are required or whether they are discretionary, but highly recommended and desirable.

SHALL—The use of the term “shall” (or “shall not” in the negative) represents a requirement of the design to meet the intent of the guideline. This provision must be followed as part of planning, design, and implementation of the project.

SHOULD—The use of the term “should” (or “should not” in the negative) indicates a provision that is strongly encouraged, but that is not an absolute requirement. Compliance with this provision is voluntary, but highly desirable to the community.

PROVISIONS

1. The architectural finish of retaining walls shall depict artistic images having a strong relationship to the Pacific Northwest and the surrounding natural environment including native trees, flora, and fauna of the region. (see examples in Figures A and B)

FIGURE A



FIGURE B

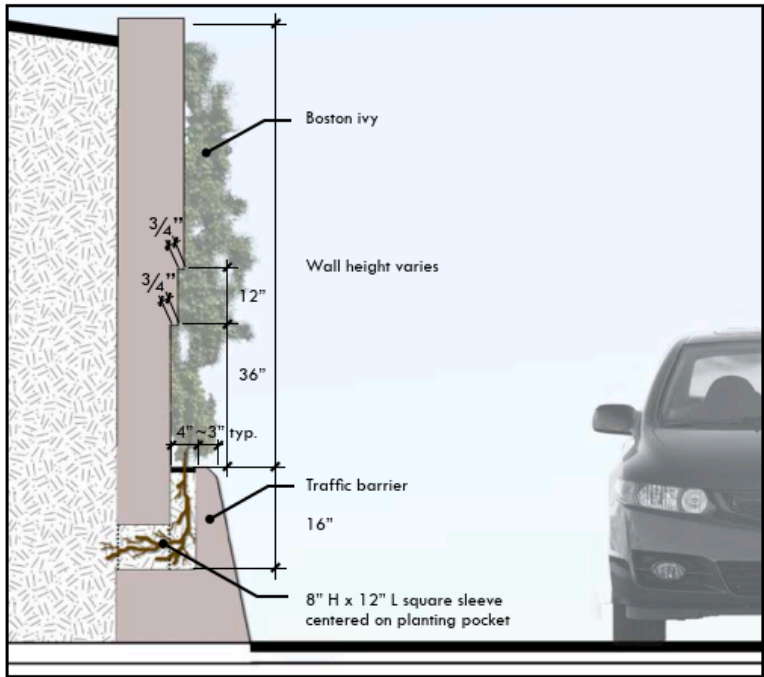


2. In addition to the architectural finish requirements of Provision 1, landscaping and vegetation such as that found in Figures C and D below shall be installed. Trees, shrubs and ground cover planted adjacent to a wall should incorporate plant species native the pacific northwest where possible.
 - a. In situations where the retaining wall is behind a sidewalk, the plantings shall be drought tolerant species that do not require permanent irrigation and shall be spaced in a manner similar to the spacing of the plantings shown in Figure C below.
 - b. In situations where the retaining wall is directly adjacent to a vehicular travel land or shoulder, wall vegetation shall be installed in a manner similar to Figure D (vine pocket) below. The City’s preference is that a permanent irrigation system be installed for the vine pockets. When vine pockets are supported by an irrigation system, they can be spaced up to 10 feet apart on average for the length of the wall segment. If no permanent irrigation system is installed, vine pockets shall be spaced no farther than 6 feet apart on average for the length of the wall segment. Vine pockets should be spaced so that the vines do not substantially obscure the artistic images depicted on the walls.

FIGURE C



FIGURE D



Vine Pocket – Example Section

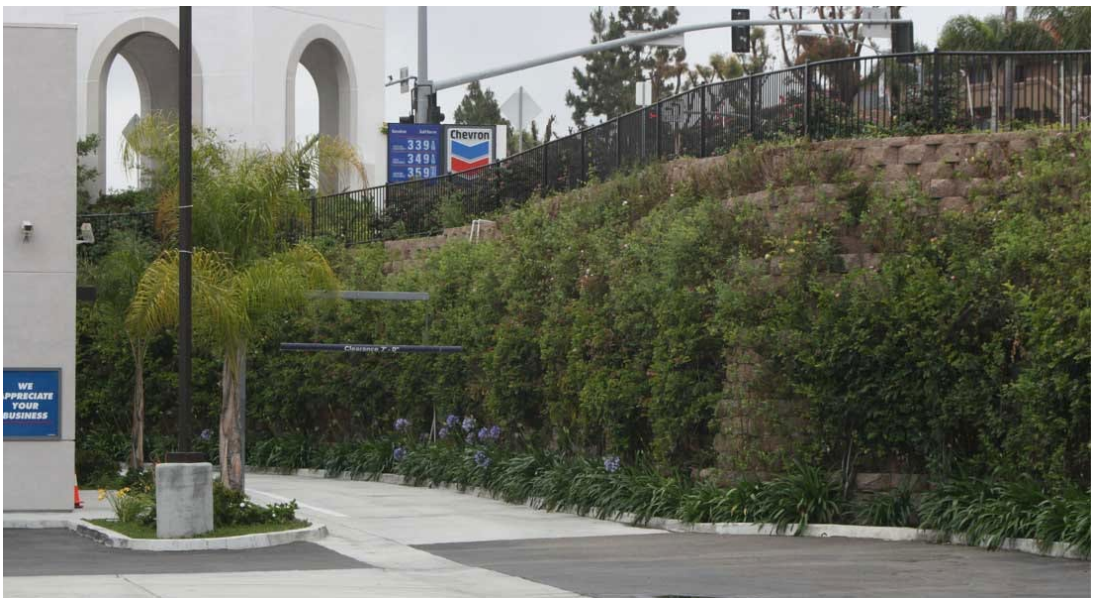
3. The wall construction type for an independent wall segment may deviate from the requirements of Provisions 1 and 2 if it can be demonstrated to the Public Works Director's satisfaction that vegetation will grow directly from the wall face as shown in Figures E and F and will reach a

coverage of 80% of the wall front surface within 36 months. The plantings should be native and a permanent irrigation system shall be incorporated.

FIGURE E



FIGURE F





CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date June 22, 2023

Originating Department Planning

Contact Person Steve Bennett, Planning Director and Kim Adams Pratt, City Attorney

Title Draft Ordinance 23-1271/Adopting Interim Development Regulations as authorized by the Growth Management Act relating to Tree Canopy Preservation and Enhancement

Legislative History

- First Presentation - April 13, 2023, City Council work session
- Second Presentation – May 22, 2023, City Council Committee of the Whole meeting
- Third Presentation - June 8, 2023, City Council work session
- Fourth Presentation - June 22, 2023, City Council regular meeting

Attachments:

1. Draft Ordinance 23-1271/Adopting Interim Development Regulations as authorized by the Growth Management Act relating to Tree Canopy Preservation and Enhancement

Executive Summary

At the June 22nd regular meeting, the provisions that had been under consideration by the Council for adoption as draft Ordinance 23-1269 will be presented as draft Ordinance 23-1271 adopting interim regulations (Attachment 1) that are generally consistent with those under consideration as Ordinance 23-1269. Under the Growth Management Act (GMA), interim regulations may be in effect for six months and may be renewed for one or more six-month periods. GMA also requires the City Council to hold a public hearing within sixty days of adopting interim regulations. By holding the hearing at this meeting, the City will be in compliance with this requirement.

At the April 13, 2023, work session Council discussed some of the draft provisions in the ordinance and associated policy questions. That discussion and the discussions during the May 22, 2023, Council Committee of the Whole meeting and the June 8, 2023, work session, were used to develop draft

Ordinance 23-1271. The Tree Board also discussed the draft regulations at its May 3 and June 7, 2023, meetings and provided feedback to Planning Director Bennett.

Background

Chapter 16.14 LFPMC, Tree Canopy Preservation and Enhancement, does not currently include a comprehensive regulatory program for large scale projects that necessitate removal of trees with the right-of-way (ROW) and adjacent private lots, such as Sound Transit’s Bus Rapid Transit project. The draft Ordinance proposes interim regulations that would further the goals of the City as described in Chapter 16.14 LFPMC, as well as provide a well-defined permitting path for applicants. The draft interim regulations define the ROW corridor as 500 feet on either side of the ROW, adjusting for Lake Washington and other cities; require a replacement of the canopy coverage that will be lost from the project; and require a 3-year maintenance and monitoring plan.

Fiscal & Policy Implications

There are no known fiscal implications at this time.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve	The proposed Ordinance No. 23-1271 will implement interim regulations
<ul style="list-style-type: none">• Do not approve	Interim regulations will not be adopted at this time and Council may continue to consider amendments to Chapter 16.14 LFPMC

Staff Recommendation

Hold the required public hearing on interim regulations and adopt Ordinance 23-1271 after consideration of public testimony.

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ORDINANCE NO. 23-1271

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO TREE CANOPY PRESERVATION AND ENHANCEMENT; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City’s police power and is specifically authorized by RCW 35A.63.100 and RCW 36.70A.040; and

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

WHEREAS, trees in Lake Forest Park serve an important role and it is the policy of the City to provide a diverse, healthy tree canopy for future generations; maximize the benefits provided by trees and their understory vegetation; mitigate economic, environmental, and community consequences of tree loss; provide regulations that result in no net loss of tree canopy coverage; allow reasonable use of property; promote retention of existing viable, mature trees over removal and replacement; and protect exceptional trees; and

WHEREAS, and the City Council has previously adopted Chapter 16.14 of the Lake Forest Park Municipal Code (“LFPMC”), Tree Canopy Preservation and Enhancement to carry out these policies; and

WHEREAS, Chapter 16.14 LFPMC does not currently include a comprehensive regulatory program for large scale projects that necessitate removal of trees within the right-of-way and adjacent private lots; adoption of such regulations would further the goals of the City as well as provide a well-defined permitting path for applicants; and

WHEREAS, provision in Chapter 16.14 LFPMC used to regulate small scale projects that seek removal of trees in the right-of-way would also benefit from additional detail and clarity;

1 **WHEREAS**, the City’s Tree Board held public meetings on May 3, 2023, and
2 June 7, 2023, to discuss amendments to Chapter 16.14 LFPMC; and

3
4 **WHEREAS**, the City Council held public meetings to discuss amendments to
5 Chapter 16.14 LFPMC on April 13, 2023, May 22, 2023, June 8, 2023, and June 22,
6 2023; and

7
8 **WHEREAS**, the City Council held a public hearing on the proposed interim
9 regulations on June 22, 2023.

10
11 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST**
12 **PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:**

13
14 Section 1. PRELIMINARY FINDINGS. The recitals and findings set forth above
15 are hereby adopted as the City Council’s preliminary findings in support of the interim
16 development regulations imposed by this ordinance.

17
18 Section 2. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant
19 to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development
20 regulations are hereby enacted amending LFPMC 16.14.030, Definitions, as follows:

21 **16.14.030 Definitions.**

22 For the purposes of this chapter, the following terms are defined as follows:

23 “Administrator” means the planning director or the planning director’s designee.

24 “At-risk tree” means a tree that is exposed to potential damage but can be preserved
25 during the construction process of major or minor development, through strict
26 adherence to recommendations from the city’s qualified arborist.

27 “Best management practices (BMPs)” means adherence to tree health care standards
28 detailed in the current edition of the American National Standards Institute (ANSI) A300
29 and the current edition of the International Society of Arboriculture (ISA) BMPs including
30 the special companion publication to the ANSI A300, Best Management Practices for
31 Utility Pruning of Trees.

32 “Caliper” means the industry standard for measurement of nursery stock size. Caliper is
33 measured six inches above the root collar for nursery stock four inches in diameter and
34 smaller.

35 “Canopy” means the part of the tree crown composed of leaves and small twigs or the
36 collective branches and foliage of a group of trees’ crowns.

37 “Canopy coverage” means the area covered by the canopy of trees on the lot. When a
38 tree trunk straddles a property line, 50 percent of the canopy shall be counted towards
39 each property’s canopy coverage. The canopy coverage of the immature trees and

1 newly planted trees is determined using the projected canopy areas in the Lake Forest
2 Park general tree list.

3 “Critical root zone (CRZ)” means the International Society of Arboriculture (ISA)
4 definition of CRZ as an area equal to one-foot radius from the base of the tree’s trunk
5 for each one inch of the tree’s diameter at 4.5 feet above grade (referred to as diameter
6 at breast height). Example: A 24-inch diameter tree would have a critical root zone
7 radius (CRZ) of 24 feet. The total protection zone, including trunk, would be 50 feet in
8 diameter.

9 “Crown” means that portion of the tree’s stem that is occupied by branches with live
10 foliage.

11 “DBH” or “DSH” is an acronym for tree diameter at breast height (or standard height)
12 which means the diameter of existing trees measured 4.5 feet above the ground line on
13 the high side of the tree. For the purposes of code enforcement, if a tree has been
14 removed and only the stump remains, the size of the tree shall be the diameter of the
15 top of the stump adjusted to DBH using published tables or regression curves.

16 “Dead tree” means a tree with no live crown and no functioning vascular tissue.

17 “Demolition” means the complete tearing down, razing, or removal of a building or
18 structure. A building is considered demolished even if the foundation remains.

19 “Dripline” for a tree is delineated by a vertical line extended from the outermost branch
20 tips to the ground, or six-foot radius from the stem of the tree, whichever is greater.

21 “Environmentally critical areas” or “critical areas” and their buffers are defined in
22 Chapter 16.16 LFPMC.

23 “Exceptional tree” means a viable tree, which because of its unique combination of size
24 and species, age, location, and health is worthy of long-term retention, as determined
25 by the city’s qualified arborist. To be considered exceptional, a tree must meet the
26 following criteria:

- 27 1. The tree must be included in and have a diameter at breast height (DBH) that
28 is equal to or greater than the threshold diameters listed in Table 1;
- 29 2. The tree shall exhibit healthful vigor for its age and species;
- 30 3. The tree shall not be considered a significant risk in regard to existing utilities
31 and structures as evaluated per the tree risk assessment defined in LFPMC
32 16.14.080(A)(1);
- 33 4. The tree shall have no visual structural defects that cannot be mitigated by one
34 or more measures outlined in the International Society of Arboriculture Best
35 Management Practices; and

1 5. If retained under current tree growth conditions, the tree can be expected to
2 remain viable with reasonable and prudent management and care.

Table 1: Exceptional Tree Species and Their Threshold Diameters

Species	Threshold Diameter (DBH)
Bigleaf MAPLE – <i>Acer macrophyllum</i>	42 inches
Douglas FIR – <i>Pseudotsuga menziesii</i>	42 inches
Grand FIR – <i>Abies grandis</i>	33 inches
MADRONA – <i>Arbutus menziesii</i>	12 inches
Western HEMLOCK – <i>Tsuga heterophylla</i>	36 inches
Western Red CEDAR – <i>Thuja plicata</i>	42 inches
Western White PINE – <i>Pinus monticola</i>	36 inches

3
4 “Forest health emergency” means the introduction of, or an outbreak of, an exotic forest
5 insect or disease that poses an imminent danger of damage to the environment by
6 threatening the survivability of native tree species, as defined in Chapter 76.06 RCW.

7 “General tree list” means a list of tree species that is maintained by the city and
8 approved by the city’s qualified arborist for planting as replacement trees, as well as
9 tree species that are prohibited from being planted as replacement trees.

10 “Grove” means a contiguous grouping of trees with overlapping canopies that are 12
11 inches DBH or greater and that occupy no less than 7,000 square feet or more in size.

12 “Interior critical root zone (ICRZ)” means an area encircling the base of a tree equal to
13 one-half the diameter of the critical root zone. Disturbance of this area beneath a tree
14 would cause significant impact to the tree, potentially life threatening, and would require
15 maximum post-care treatment to retain the tree.

16 “Invasive tree” means a tree listed as a weed of concern in Chapter 16-750 WAC,
17 Chapter 17.10 RCW, or by King County in its noxious weed list.

18 “Landmark tree” means a significant tree that is at least 24 inches in diameter (DBH).

1 “Limits of disturbance” means the boundary between the area of minimum protection
2 around a tree and the allowable site disturbance as determined by the city’s qualified
3 arborist.

4 “Major development activity” means subdivision or short subdivision; construction or
5 demolition of single-family, multifamily, or commercial buildings; and alterations, repairs,
6 enlargements or additions that add 1,000 square feet or more of impervious surface
7 coverage.

8 “Minor development activity” means any activity that requires federal, state, or local
9 approval for the use or modification of land or its resource, except those defined as
10 “major development activity.” These activities include, but are not limited to, additions,
11 enlargements, or alterations to existing structures, construction of retaining walls,
12 fences, driveways, and garages, clearing and grading activity, and activity in the right-
13 of-way that is not exempt from permit requirements.

14 “Multi-stemmed tree” means a tree that has one stem at ground level but that splits into
15 two or more stems above ground level. Trees whose stems diverge below ground level
16 are considered separate trees. Where a tree splits into several trunks below typical
17 DBH, the DBH for the tree is the square root of the sum of the DBH for each individual
18 stem squared (example with three stems: $DBH = \text{square root of } [(stem\ 1)^2 + (stem\ 2)^2 +$
19 $(stem\ 3)^2]$).

20 “Native” means trees and plants native to western Washington.

21 ~~“Off-site replanting” means any one or combination of the following:~~

22 ~~1. The planting of replacement trees pursuant to a permit on a lot different from the~~
23 ~~lot the tree was removed from, given that all other permit requirements and~~
24 ~~conditions are met.~~

25 ~~2. The payment of a mitigation fee to the city tree account in an amount equal to~~
26 ~~replacement cost, as defined by the current edition of the Council of Tree and~~
27 ~~Landscape Appraisers Guide for Plant Appraisal, for trees not planted on site. For~~
28 ~~the purpose of calculation, each 450 square feet of canopy coverage being~~
29 ~~replaced off site shall be considered one tree.~~

30 ~~3. For utility forest management plans, a utility-funded, city-approved, tree~~
31 ~~replacement program that provides monies or vouchers to adjacent property~~
32 ~~owners or the city to effectuate tree replacement, which may or may not be within~~
33 ~~the utility corridor or right-of-way.~~

34 “Off-site replanting” means the planting of replacement trees pursuant to permit
35 requirements and conditions on a lot or right-of-way different from the lot or right-of-way
36 corridor the tree was removed from.

1 “Off-site replanting fee” means the payment of a mitigation fee to the city tree account in
2 an amount equal to replacement cost, as defined by the current edition of the Council of
3 Tree and Landscape Appraisers Guide for Plant Appraisal, for off-site replanting. For
4 the purpose of calculation, each 450 square feet of canopy coverage being replaced off-
5 site shall be considered one tree.

6 “Off-site replanting program” for utility forest management plans means, a utility-funded,
7 city-approved, tree replacement program that provides monies or vouchers to adjacent
8 property owners or the city to effectuate tree replacement, which may or may not be
9 within the utility corridor or right-of-way. For ROW corridor canopy replacement plans
10 this means an agency funded, city approved, tree replacement program that provides
11 monies to a qualified third party to effectuate tree replacement outside the ROW
12 corridor and prioritizes replanting in the ROW Corridor Off-site Replanting Areas dated
13 _____, 2023.

14 “Person” means an individual, corporation, municipal corporation, association, LLC
15 (limited liability corporation), or any legal entity.

16 “Proactive forest management plan” means a plan for maintenance, management,
17 preservation and enhancement of trees on a lot or lots that includes a qualified
18 arborist’s approach for maintenance and pruning, tree removal, tree planting and forest
19 enhancement over the course of five or more years.

20 “Protected tree” means a tree and associated understory vegetation identified for
21 retention and protection on an approved tree protection and replacement plan and/or
22 permanently protected by easement, tract, or covenant restriction. Property owners are
23 responsible for protected trees remaining viable and achieving their 30-year maturity
24 goals, including normal care, maintenance, and pruning. Should a protected tree
25 become diseased to the point that it must be removed or die, the property owner is also
26 responsible for replacing the tree with a tree or trees that will achieve the original
27 canopy coverage for which the protected tree was planted to achieve.

28 “Risk” in the context of trees is the cross-referencing of the likelihood of a tree failure
29 occurring and the severity of the associated consequences to a target.

30 “Qualified arborist” is an individual who is a certified professional with academic and
31 field experience that makes them a recognized expert in urban forestry and tree
32 protection during development. A qualified arborist shall be a certified arborist member
33 of-with the International Society of Arboriculture (ISA) and/or ~~the~~ a member of the
34 Association of Consulting Arborists and shall have specific experience with urban tree
35 management in the state of Washington. Additionally, the city’s qualified arborist shall
36 be a certified arborist or board certified master arborist, as certified by the International
37 Society of Arboriculture, and be ISA Tree Risk Assessment Qualified and have the
38 necessary training and experience to use and apply the appraisal methodology
39 prescribed in the current edition of the ISA Plant Appraisal Guide.

1 “Right-of-way corridor (ROW corridor)” means, within the jurisdiction of the City, the
2 public right-of way plus the area within 500 linear feet on either side of the right-of-way
3 boundary lines where trees in the right-of-way are removed. Where the 500 feet
4 includes portions of Lake Washington or another city, that portion shall be added to the
5 other side of the ROW corridor so that a corridor width of 1000 linear feet plus the ROW
6 width is established for the length of the project.

7 “Right-of-way corridor canopy replacement plan” means a plan submitted by the
8 applicant’s qualified arborist including identification of trees for removal and retention,
9 replanting, maintenance, and monitoring.

10 “Right-of-way corridor project” means a project that is undertaken by a state agency,
11 municipal corporation, quasi-municipal corporation, regional transit authority or other
12 government entity (together “agency”) which will modify transportation or utility
13 infrastructure in a segment of right-of-way that extends beyond the frontage of one
14 parcel and will require tree removal within the right-of-way and/or on adjacent private
15 property.

16 “Significant tree” means a tree six inches or greater in diameter (DBH) or a required
17 replacement tree of any size. Dead trees shall not be considered significant trees.
18

19 “Street tree” means any significant planted tree in ~~on~~ public rights-of-way or one that has
20 been planted in public rights-of way to replace a street tree.
21

22 “Target” or “risk target” means people, property, or activities that could be injured,
23 damaged, or disrupted by a tree.
24

25 “Topping” means the removal of the primary leader or the whole top of a tree.
26

27 “Tree” means a self-supporting woody plant characterized by one main trunk or, for
28 certain species, multiple trunks, typically reaching at least 20 feet in height at maturity
29 that is recognized as a tree in the nursery and arboricultural industries.
30

31 “Tree removal” means the direct or indirect removal of a tree(s) through actions
32 including, but not limited to: clearing, cutting, girdling, topping, or causing irreversible
33 damage to roots or stems; destroying the structural integrity of trees through improper
34 pruning; poisoning; filling, excavating, grading, or trenching within the dripline that
35 results in the loss of more than 20 percent of the tree’s root system; or the removal
36 through any of these processes of greater than 50 percent of the live crown of the
37 significant tree.
38

39 “Tree risk assessment” means the systematic process to identify, analyze, and evaluate
40 tree risk. Tree risk assessment shall be conducted in accordance with the latest version
41 of the ISA Best Management Practices Guide.
42

1 “Tree risk assessor” means a qualified arborist who identifies subject tree(s) and site
2 conditions, evaluates and classifies the likelihood of failure, estimates the
3 consequences of tree(s) hitting a target, and determines options for treatment or
4 mitigation. The city of Lake Forest Park requires that tree risk assessors be ISA Tree
5 Risk Assessment Qualified.

6
7 “Understory vegetation” means small trees, shrubs, and groundcover plants, growing
8 within the dripline or critical root zone (CRZ) of a significant tree.

9
10 “Utility forest management plan” means a proactive plan that is concurrent with a utility’s
11 franchise agreement and right-of-way permit(s) for maintenance and management of
12 trees in a utility corridor, right-of-way, or private property that includes the utility’s
13 qualified arborist’s approach for maintenance and pruning, tree removal and off-site
14 replanting, and a commitment to inventorying emergency tree removals.

15
16 “Viable (tree)” means a significant tree that a qualified arborist has determined to be in
17 good health with a low risk of failure, is relatively windfirm if isolated or exposed, is a
18 species that is suitable for its location, and is therefore worthy of long-term retention.

19
20 “Wildlife habitat tree” means the remaining trunk of a dead, dying, diseased, or hazard
21 tree that is reduced in height and stripped of all live branches. To be considered as a
22 wildlife habitat tree, the tree must be at least 12 inches DBH and 20 feet tall. The actual
23 wildlife habitat tree height must consider the surrounding targets.

24
25 “Windfirm” means a tree that is healthy and well-rooted and the city’s qualified arborist
26 has evaluated and determined that it can withstand normal winter storms in Lake Forest
27 Park.

28
29 **Section 3. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS.** Pursuant
30 to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development
31 regulations are hereby enacted amending LFPMC 16.14.040, Tree removal –
32 Application for permits and posting required, as follows:

33
34 **16.14.040 Tree removal – Application for permits and posting required.**

35 A. Permits Required. No person or their representative, directly or indirectly, shall
36 remove or destroy any significant tree located within the city without first obtaining a tree
37 permit in accordance with this chapter, unless exempted by LFPMC 16.14.050.

38 B. Permit Categories.

39 1. Minor Tree Permit. Unless a major tree permit is required ~~below, a minor tree~~
40 ~~permit application removal~~ may be ~~submitted permitted without arborist review~~ in
41 the following circumstances: ~~The administrator may require review by the city’s~~
42 ~~qualified arborist if the administrator determines that the removal could result in a~~
43 ~~threat to persons or damage of property.~~

1 a. When two or fewer significant trees are proposed for removal within any
2 36-month period, unless the trees are protected trees or are located in an
3 environmentally critical area or buffer; or

4 b. When any number of invasive trees are proposed for removal, except
5 when those trees are located in an environmentally critical area or buffer;
6 or

7 c. When any tree(s) explicitly covered by an approved proactive forest
8 management permit is proposed for removal.

9 This application does not require review by the City’s qualified arborist. The
10 administrator may, however, require review by the City’s qualified arborist if the
11 administrator determines that the removal could result in a threat to persons or
12 damage of property.

13 2. Major Tree Permit. A major tree permit is required for tree removal with
14 review by the city’s qualified arborist under in the following circumstances:

15 a. When one or more landmark tree is proposed for removal;

16 b. When three or more significant trees are proposed for removal within
17 any 36-month period;

18 c. When any tree proposed for removal is a protected tree or is located in
19 an environmentally critical area or buffer;

20 d. When any major development activity is proposed;

21 e. When any minor development activity is proposed within the critical root
22 zone (CRZ) of significant trees; or

23 f. When trees are proposed for removal on a property on which major
24 development activity has occurred within the last five years.

25 This application requires review and approval by the City’s qualified arborist.

26 3. Proactive Forest Management Permit. A proactive forest management permit
27 application may be submitted when an applicant proposes ~~permitted after review~~
28 ~~and approval by the city’s qualified arborist when the applicant(s) commit(s) to~~
29 ~~forest enhancement on their lot(s) over the course of five or more years.~~ This
30 application requires review and approval by the City’s qualified arborist.

31 4. Utility Forest Management Permit. A utility forest management permit
32 application may be submitted ~~permitted after review and approval by the city’s~~
33 ~~qualified arborist~~ when a utility provider and their qualified arborist proposes

1 ~~commits~~ to collaborate ~~ive~~ efforts toward improved viability of the city’s urban
2 forest in tandem with necessary tree maintenance and management. This
3 application requires review and approval by the City’s qualified arborist.

4 5. Right-of-way Tree Permit. A right-of-way tree permit application may be
5 submitted if the applicant proposes removal of tree(s) in the right-of-way, but
6 does not meet the definition of a right-of-way corridor project permit. This
7 application requires review and approval by the City’s qualified arborist.

8 6. Right-of-way Corridor Project Permit. A ROW corridor project permit may be
9 submitted for a project undertaken by an agency that will modify transportation or
10 utility infrastructure in a segment of right-of-way that extends beyond the frontage
11 of one parcel and will require tree removal within the right-of-way and/or on
12 adjacent private property. This application requires review and approval by the
13 City’s qualified arborist.

14 C. Application Requirements.

15 1. All tree removal permit applications, except utility forest management permits,
16 shall include the completed permit application supplemented by a general site
17 plan showing:

18 a. The name, address, email, and phone number of the applicant and
19 owner of the property;

20 b. The locations of tree(s) to be removed;

21 c. Nearby structures and streets;

22 d. Locations of other significant trees surrounding the tree(s) to be
23 removed;

24 e. Locations of critical areas or buffers;

25 f. A tree replacement plan if required by LFPMC 16.14.090; and

26 g. Authorization for the city’s qualified arborist to access the site for the
27 purpose of evaluating permit compliance and the viability of replacement
28 trees.

29 2. Major tree permits and proactive forest management permit applications shall
30 include the following:

31 a. A site map (to scale) with a north arrow depicting accurate location of
32 site features including buildings, driveways, environmentally critical areas
33 and buffers, forest groves or open-grown single or clusters of significant

1 trees; the CRZ and ICRZ of the grove, cluster, or individual tree, along
2 with any off-site trees that may be impacted by tree removal, excavation,
3 grading, or other development activity proposed; and

4 b. A tree inventory and assessment report prepared by a qualified arborist
5 that includes at a minimum: trees to be removed and protected (including
6 CRZ and ICRZ), trees in the vicinity of construction or that could be
7 impacted by the proposed development activity, tree protection fence
8 location, timeline for tree protection activities, list of protection measures
9 and conditions to be taken during all development activities to ensure
10 code compliance during development activities; and

11 c. A report including, at a minimum, information on tree species, diameter
12 at breast height, condition (health), risk level, existing and proposed
13 canopy coverage, and when applicable, design of a land use proposal that
14 prioritizes healthy trees in accord with LFPMC 16.14.070(D)(3).

15 3. Proactive forest management permit applications shall also include the
16 following:

17 a. A proactive forest management plan proposal that meets the definition
18 in LFPMC 16.14.030; and

19 b. A timeline for tree-related activity, including tree removal, replacement,
20 and maintenance.

21 4. Utility forest management permit applications shall include the following:

22 a. A utility forest management plan proposal that meets the definition in
23 LFPMC 16.14.030; and

24 b. A timeline for tree-related activity, including notification periods that
25 enable city participation in tree removal choices through comment by the
26 city's qualified arborist; and

27 c. Map(s) indicating the utility corridor(s), right(s)-of-way, or private
28 property where proposed tree maintenance and management activity will
29 occur; and

30 d. Maintenance and removal practices that reflect the need for continuity
31 of utility service, and public health and safety concerns based on the
32 specific utility facilities.

33 5. Right-of-way tree permit applications shall include the following:

1 a. Either a site plan including the surveyed location of tree(s) proposed for
2 removal in relationship to property lines adjacent to the right-of-way; or
3 authorization from all owners where a tree, or portion thereof, is proposed
4 for removal;

5 b. A canopy coverage study or reliable information that allows the
6 projected canopy loss to be determined; and

7 c. A replacement plan that provides for at least one tree replacing each
8 tree removed, to provide canopy coverage equal to or greater than the
9 tree(s) being removed, and any trees replanted in the rights-of-way shall
10 be from the “Chapter 16.14 LFPMC – General Tree List For Lake Forest
11 Park 15’ to 30’ Height” dated June 22, 2023.

12 6. Right-of-way corridor project permit applications shall include the following:

13 a. An explanations of the purposes and goals of the project including a
14 discussion of how the design prioritized healthy trees in accord with
15 LFPMC 16.14.070(D)(3) and discussion of why lower impact design
16 approaches to accomplish the project purposes and goals are not feasible.

17 b. A timeline for tree-related activity including tree removal, replacement,
18 maintenance, and monitoring.

19 c. A canopy coverage study of the projected canopy lost from the project.

20 d. A maintenance, monitoring, and watering plan for At-risk trees including
21 replacement if an At-risk tree fails.

22 e. A ROW corridor canopy replacement plan to mitigate all the tree canopy
23 lost from the project. The plan must identify all trees in the ROW corridor
24 to be removed and to be retained that are considered At-risk or within the
25 limits of disturbance. Any tree replanted in the ROW corridor shall be from
26 the “Chapter 16.14 LFPMC – General Tree List For Lake Forest Park 15’
27 to 30’ Height” dated June 22, 2023. The plan must include a 3-year
28 maintenance and monitoring plan for replanted trees that includes
29 replacement of trees that fail within the monitoring period. The plan shall
30 provide documentation showing that all reasonable efforts have been
31 made to replace lost canopy by using the following prioritization of
32 replanting locations:

33 **[OPTION A – Prioritized replanting locations]**

34 (i) Replanting in the ROW corridor where feasible. “Feasible” as
35 used LFPMC 16.14.040 means the applicant has or will obtain the private

1 property owner’s permission, or in the case of ROW, the City’s permission,
2 to replant in a location with conditions conducive to growth of a viable tree.

3 (ii) Replanting, where feasible, in preferred off-site replanting areas
4 identified in the ROW Corridor Off-site Replanting Areas dated _____,
5 2023.

6 (iii) Replanting, where feasible in other locations within the City
7 limits.

8 (iv) When it can be demonstrated that some portion of the canopy
9 replacement is not feasible by implementing priorities (i), (ii), or (iii), the
10 applicant shall pay a fee-in-lieu of off-site replanting for the remaining lost
11 canopy coverage associated with the ROW corridor project.

12 [OPTION B – Prioritized replanting locations]

13 (i) Replanting in the ROW corridor where feasible. “Feasible” as
14 used LFPMC 16.14.040 means the applicant has or will obtain the private
15 property owner’s permission, or in the case of ROW, the City’s permission,
16 to replant in a location with conditions conducive to growth of a viable tree.

17 (ii) At applicant’s option: where replanting is not feasible in the
18 ROW corridor, replanting consistent with an Off-site replanting program, or
19 replanting, where feasible, in preferred off-site replanting areas identified
20 in the ROW Corridor Off-site Replanting Areas dated _____, 2023

21 f. Map(s) depicting the right(s)-of-way and private properties affected by
22 the project and all significant trees (including CRZ and ICRZ) within the
23 limits of disturbance associated with the project. Maps shall also depict
24 significant trees (including CRZ and ICRZ) within the limits of the
25 disturbance. Maps shall also clearly indicate whether trees are proposed
26 for removal or retention.

27 g. Plan for trenching, construction, or an alteration of grades between the
28 critical root zone (CRZ) and the interior critical root zone (ICRZ) of a
29 protected tree; provided, that the tree protection plan approved by the
30 city’s qualified arborist demonstrates that the proposed activity will not
31 adversely affect the long-term viability of the tree.

32 7. For all tree removal permit applications, the applicant shall pay the fee
33 established in the city fee schedule. An applicant shall be responsible for all
34 costs associated with the employment of qualified arborists and any review
35 conducted by city employees or city-retained consultants. The administrator may
36 require a deposit to pay for city expenses related to review of the application or
37 inspection after permit approval.

1 D. Application Posting Requirements – Notice of Application. Notice of application for all
2 permits identified above shall be posted on site, in a place where it can be read from the
3 nearest public street. If the property is located on a private street, notices shall be
4 posted on site, in a place where it can be read from the private street, as well in a place
5 where it can be read from the nearest public street.

6 1. For minor tree permits, the notice of application shall be posted for a minimum
7 of two full business days prior to permit decision, and shall remain posted until a
8 decision is issued.

9 2. For major tree permits, the notice of application shall be posted for a minimum
10 of 14 full calendar days prior to permit decision, and shall remain posted until a decision
11 is issued.

12 3. When the proposal involves removing five or more trees and constitutes 50
13 percent or more of the canopy on the subject lot, notice of application and public
14 comment procedures shall comply with LFPMC 16.26.040(D)(1) and (E)(1).

15 4. When the number of trees proposed for removal increases after the notice of
16 application has been posted or the permit has been approved, all tree removal activity
17 must cease and the applicable notice of application procedure shall be repeated in full
18 for the revised application.

19 5. For proactive forest management permits, the associated minor tree permits
20 must be posted on the subject site in the same manner described in subsection (D)(1)
21 of this section each time tree removal occurs, and must remain posted for at least seven
22 calendar days after the approved activity has been completed.

23 6. For utility forest management permit, no posting requirements are required
24 additional to those found in RCW 64.12.035.

25 7. For ROW tree permits, notice and posting application will comply with the
26 requirements for either Minor or Major tree permits depending on whether the facts of
27 the application fall within B.1 or B.2 of this section.

28 8. For ROW corridor project permits, notice of application and public comment
29 shall comply with LFPMC 16.26.040(D)(1) and (E)(1).

30 Section 4. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant
31 to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development
32 regulations are hereby enacted amending LFPMC 16.14.070, Tree permit approval
33 criteria and conditions, as follows:

34 **16.14.070 Tree permit approval criteria and conditions.**

1 The following are criteria by which ~~minor~~ tree permits in LFPMC 16.14.040, ~~major tree~~
2 ~~permits, proactive forest management permits, and utility forest management permits~~
3 are approved, conditioned, or denied.

4 . . .

5 D. Major Tree Permits. A major tree permit shall be granted if the application satisfies or
6 approval is conditioned to satisfy the following:

7 1. When the proposed tree removal is not associated with major development
8 activity, trees may be removed if a tree replacement plan is approved that, at a
9 minimum, does the lesser of the following:

10 a. Maintains the canopy coverage at or above the applicable canopy
11 coverage goal; or

12 b. Maintains canopy coverage at or above the percentage existing prior to
13 tree removal.

14 2. When the proposed tree removal is associated with major development
15 activity, the trees may be removed if a tree replacement plan is approved that, at
16 a minimum, brings canopy coverage to the applicable canopy coverage goal.

17 3. Development proposals associated with a tree permit shall:

18 a. Incorporate trees as a site amenity and reflect a strong emphasis on
19 tree protection.

20 b. Demonstrate the following prioritized factors for retention:

21 i. Existing viable trees in groups or groves;

22 ii. Exceptional trees or other high quality open-grown, windfirm
23 trees;

24 iii. Landmark trees;

25 iv. Trees in critical area buffers, or adjacent to critical area buffers;

26 v. Trees that are interdependent with and therefore critical to the
27 integrity of groves of other protected trees;

28 vi. Other individual trees that will be windfirm, high quality trees if
29 retained;

1 vii. Other trees that provide wildlife or riparian habitat, screening,
2 buffering or other amenities;

3 viii. Trees that help to protect neighbors' trees from windthrow, or
4 other trees within required yard setbacks or on the perimeter; and

5 ix. Trees next to parks or other open space areas.

6 c. Retain a forested look, value, and function after development or
7 modification. Trees should be protected within vegetated islands and
8 groves rather than as individual, isolated trees scattered throughout the
9 site.

10 d. Consider tree protection opportunities in the design and location of
11 building footprints, parking areas, roadways, utility corridors and other
12 structures.

13 e. Provide grading plans that accommodate existing trees and avoid
14 alteration to grades around existing significant trees.

15 4. Conditions necessary to safeguard trees identified for protection.

16 5. A notice on title, in the form required by LFPMC 16.16.190, shall be recorded
17 by the applicant disclosing the permit and associated tree retention conditions as
18 required by this chapter. A notice on title is required for all major permits
19 associated with major development activity, and for major permits which would
20 cause the property's canopy coverage to fall below the canopy coverage goal.

21 6. Conditions required by the city's qualified arborist to safeguard at-risk trees
22 throughout the development process.

23 7. Conditions that require sidewalks, structures, utilities, and roadways to be set
24 back at least five feet from the CRZ, except where such structure is cantilevered
25 or otherwise raised above the ground's surface so as not to disrupt the tree's
26 roots, and the proposed construction is not likely to result in conflicts between the
27 tree and the sidewalk, driveway, structure, or utility that would necessitate the
28 tree's removal during its normal lifespan.

29 8. Conditions to allow trenching, construction, or an alteration of grades between
30 ~~the five-foot setback from~~ the critical root zone (CRZ) and the interior critical root
31 zone (ICRZ) of a protected tree; provided, that the tree protection plan approved
32 by the city's qualified arborist demonstrates that the proposed activity will not
33 adversely affect the long-term viability of the tree.

34 ...

1 G. Right-of-way Tree Permits. A right-of-way tree permit shall be granted if the
2 application proposes, or is conditioned such that at least one tree is replanted for each
3 tree removed to provide canopy coverage equal to or greater than the tree(s) being
4 removed, and one of the follow circumstances apply:-

5 1. The tree(s) is causing obvious physical damage to structures, utilities or other
6 infrastructure, such as building foundations, public sidewalks, roadways, or
7 utilities, and the city’s qualified arborist has determined that mitigation action,
8 such as pruning would be not be feasible to minimize further damage; or

9 2. The tree(s) is in such a condition of poor health or poor vigor that removal is
10 justified; or

11 3. The tree(s) is an invasive species, as verified by the city’s qualified arborists;
12 or

13 4. The tree(s) cannot be successfully retained, due to unavoidable conflict with
14 public or private construction or development conflict.

15 H. Right-of-way Corridor Project Permits. A right-of-way corridor project permit shall be
16 granted if the application proposes, or is conditioned, to satisfies the following:

17 1. The right-of-way corridor design proposal adequately addresses why the
18 project is designed as proposed rather than an alternative with less impact on
19 tree preservation; and

20 2. All application requirements in LFPMC 16.14.040(C)(6) are adequately
21 addressed; and

22 3. The approved ROW corridor replacement plan will result in the replacement of
23 the canopy coverage lost due to the tree removal associated with the project, and
24 includes all items as required for a ROW corridor replacement plan in LFPMC
25 16.14.040(C)(6)(e); and

26 4. The application addresses trenching, construction, or an alteration of grades
27 between the critical root zone (CRZ) and the interior critical root zone (ICRZ) of a
28 protected tree; provided, that the tree protection plan approved by the city’s
29 qualified arborist demonstrates that the proposed activity will not adversely affect
30 the long-term viability of the tree; and

31 5. A maintenance, monitoring, and watering plan for At-risk trees, including
32 replacement if an At-risk tree fails, is included.

33 I.G. Notice of Decision. The approved tree permit must be posted on the subject site in
34 the same manner described in LFPMC 16.14.040(D)(1) and on the same day the permit
35 is issued. For major tree permits, removal may commence 15 days after the issuance of
36 the approved tree permit. For minor tree permits, removal may commence immediately

1 upon posting of the approved tree permit. The tree permit shall remain posted at least
2 one week (seven calendar days) after the approved activity has been completed.

3 JH. Appeals. Appeals of tree permit decisions shall be processed under
4 Chapter 16.26 LFPMC as appeals of ministerial administrative decisions. Appeals must
5 be filed within 14 days following the notice of decision pursuant to LFPMC 16.26.055.

6 KI. Minor amendments to an approved tree removal permit may be made with written
7 approval of the administrator and the city’s qualified arborist. Major amendments that
8 substantively amend the number of trees to be removed, increase impacts on retained
9 trees, or change conditions imposed within the permit must be noticed pursuant to this
10 section prior to written approval of the major amendment.

11 LJ. Tree removal permits expire ~~six months (180 days)~~ after the date the permit is
12 issued, unless one of the following apply:

- 13 1. the city’s qualified arborist has approved a proactive forest management
14 permit, utilities forest management permit, or ROW corridor project permit; or
15
- 16 2. the administrator grants one extension of up to 180 days ~~six months~~ when the
17 applicant provides a written request prior to expiration that includes a
18 reasonable justification for the extension, such as a financial hardship,
19 hardship in obtaining replacement trees, or weather-related factors that
20 prevent the applicant from completing the requirements of the permit.

21 . . .

22 Section 5. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant
23 to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development
24 regulations are hereby enacted amending LFPMC 16.14.0110, Tree maintenance, as
25 follows:

26 **16.14.110 Tree maintenance.**

27 A. All protected trees and required replacement trees, so designated on an approved
28 permit and replanting plan, shall be maintained in healthy condition by the property
29 owner unless otherwise approved by the city in a subsequent permit. If the canopy
30 coverage falls below the approved coverage granted by latest tree removal permit, the
31 property owner will be required to plant replacement trees to achieve the approved
32 canopy requirements.

33 B. Pruning.

- 34 1. Significant and protected trees, as defined in this chapter, shall not be topped.

1 2. Street trees shall be pruned only ~~under by permit granted by the the supervision~~
2 ~~of the~~ Lake Forest Park public works department under terms consistent with this
3 chapter.

4 3. Pruning and maintenance of protected trees shall be consistent with the ANSI
5 A300 standards and ISA best management practices for proper pruning.

6 Section 6. EFFECTIVE DURATION OF INTERIM DEVELOPMENT
7 REGULATIONS. These interim development regulations set forth in this ordinance
8 shall be in effect for a period of six (6) months from the date this ordinance is passed
9 and shall automatically expire on December 22, 2023, unless the same is extended as
10 provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the
11 City Council.

12
13 Section 7. PUBLIC HEARING. A public hearing was held on these interim
14 regulations by the City Council on June 22, 2023, which satisfies the public hearing
15 requirement in RCW 36.70A.390.

16
17 Section 8. REFERRAL TO STAFF. The Planning Director, or designees (the
18 “Director”) is hereby authorized and directed to make a recommendation to the City
19 Council regarding permanent development regulations for amendments to Chapter 16.14.
20 LFPMC.

21
22 Section 9. SEVERABILITY. Should any portion of this ordinance, or its application
23 to any person or circumstance, be declared unconstitutional or otherwise invalid for any
24 reason, such decision shall not affect the validity of the remaining portions of this
25 ordinance or its application to other persons or circumstances.

26
27 Section 10. CORRECTIONS. The City Clerk is authorized to make necessary
28 corrections to this ordinance including, but not limited to, the correction of
29 scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers
30 and any references thereto.

31
32 Section 11. EFFECTIVE DATE. The City Council hereby finds and declares that
33 pending projects and their potential negative impacts in the City cause an emergency
34 which necessitates that this ordinance become effective immediately in order to
35 preserve the public health, safety and welfare. Pursuant to *Matson v. Clark County*
36 *Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive
37 underlying facts necessary to support this emergency declaration are included in the
38 “WHEREAS” clauses above, all of which are adopted by reference as findings of fact as
39 if fully set forth herein. This ordinance shall become effective immediately upon
40 passage. The City Clerk is directed to publish a summary of this ordinance at the
41 earliest possible publication date.

42
43 **APPROVED BY A MAJORITY PLUS ONE** of the Lake Forest Park City Council
44 this _____ day of June, 2023.

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APPROVED:

Jeff Johnson
Mayor

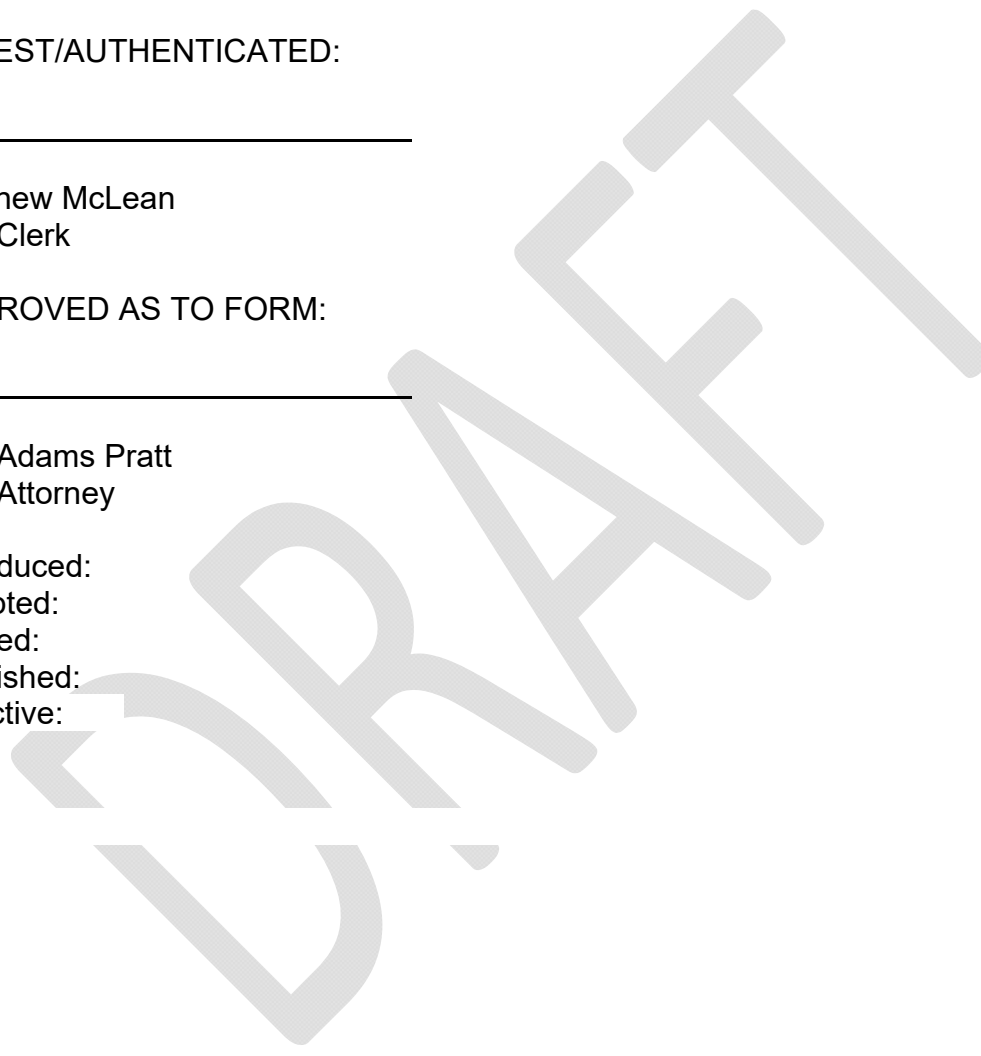
ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:



GENERAL TREE LIST FOR LAKE FOREST PARK - 15' to 30' Height

15' to 20'+ Height - Deciduous Trees

Section 7, Item B.

Common Name	Scientific Name	Recommended Cultivar	Canopy Area	Height in FT	Width in FT	Shape	Features	Drought Tolerant	Soil type
			FT ²						
Vine Maple*	<i>Acer circinatum</i>		314	25	20	rounded/spreading	red in fall, good for wildlife		all
Flame Maple	<i>Acer ginnala</i>	Flame	314	20	20	low branching	hardy/available; orange/red in fall		all
Paperbark Maple	<i>Acer griseum</i>		314	25	20	upright/round	peeling brown bark; red in fall		all
California Buckeye	<i>Aesculus californica</i>		491	20	25	rounded	fragrant flowers		all
Serviceberry**	<i>Amelanchier x grandiflora</i>	Autumn Brilliance	314	20	20	upright, spreading	white flowers, edible fruit; red in fall		all
"	<i>Amelanchier laevis</i>	Cumulus	177	25	15	oval/irregular	white flowers, edible fruit; orange fall color	✓	all
"	<i>Amelanchier x grandiflora</i>	Cole	177	20	15	rounded	red in fall		all
Japanese hornbeam	<i>Carpinus japonicus</i>		491	20	25	gracefully spreading	clean tree; nice branching and leaves		
Glorybower	<i>Clerodendrum trichotomum</i>		314	20	20	rounded	fragrant flowers in summer; blue berries in fall	✓	all
Kousa Dogwood**	<i>Cornus kousa</i>	Milky Way	314	20	20	horizontal	large white flowers; red in fall - resistant to anthracnose		well drained
Satomi Dogwood	<i>Cornus kousa</i>	Satomi	314	20	20	rounded, horizontal	pink flowers - resistant to anthracnose		well drained
Smoke Tree	<i>Cotinus coggygia</i>		177	10	15	upright/rounded	tree form; difficult to transplant;	✓	all
Snowbird Hawthorn	<i>Crataegus mordenensis</i>	Snowbird	314	22	20	upright oval	double white flowers		all
European Ash	<i>Fraxinus excelsior</i>	Aureafolia	314	20	20	rounded	golden twigs	✓	all
Victoria Magnolia	<i>Magnolia grandiflora</i>	Victoria	314	20	20	pyramidal	creamy flowers, non -windy site	✓	well drained
Flowering Crabapple	<i>Malus spp.</i>	Indian Summer	314	18	20	rounded	red flower; wide	✓	all
"	"	Adirondack	79	18	10	columnar	white/pink flowers, red/orange fruit	✓	all
"	"	Sutyzam	177	18	15	oval	pink buds, white flower	✓	all
"	"	Centzam	177	20	15	narrow	red flower; purple bronze leaves	✓	all
"	"	Golden Raindrops	177	20	15	vase	deep cut leaves; golden fruit	✓	all
"	"	Jewelcole		15	12	rounded	white flowers, red fruit until mid-Dec	✓	all
"	"	Prairifire	314	20	20	upright/rounded	pinkish/red buds, flowers; dark red-purple fruit wide	✓	all
"	"	Snowdrift	314	20	20	spreading/round	white flowers, orange fruit	✓	all
"	"	Sentinel		20	12	columnar	pale pink flowers	✓	all
Japanese Flowering Crab	<i>Malus floribunda</i>		491	18	25	irregular	pink flowers, yellow/red fruit	✓	all
Sourwood	<i>Oxydendrum arboreum</i>		177	20	15	rounded	white bell clusters; brilliant orange fall color		well drained
Flowering Plum	<i>Prunus cerasifera</i>	Krauter Vesuvius	177	20	15	upright	light pink flowers; tolerates heat; purple leaves	✓	all
"	"	Thundercloud	314	20	20	upright/rounded	light pink flowers; purple leaves	✓	all
"	"	Newport	314	20	20	rounded	pale pink flowers; purple leaves		all
Mt. St. Helens Plum	<i>Prunus spp.</i>	Frankthress	314	20	20	rounded	light pink flowers; fast growing; purple leaves		all
Snowgoose Flowering Cherry	<i>Prunus spp.</i>	Snowgoose	314	20	20				
Royal Burgundy Cherry	<i>Prunus serrulata</i>	Royal Burgundy	177	20	15				
Mount Fuji Flowering Cherry	<i>Prunus serrulata</i>	Shirotae	314	15	20	spreading	fragrant flowers, white/pink buds, red fruit		all

* Native tree

** Acceptable substitute for native species (better performing)

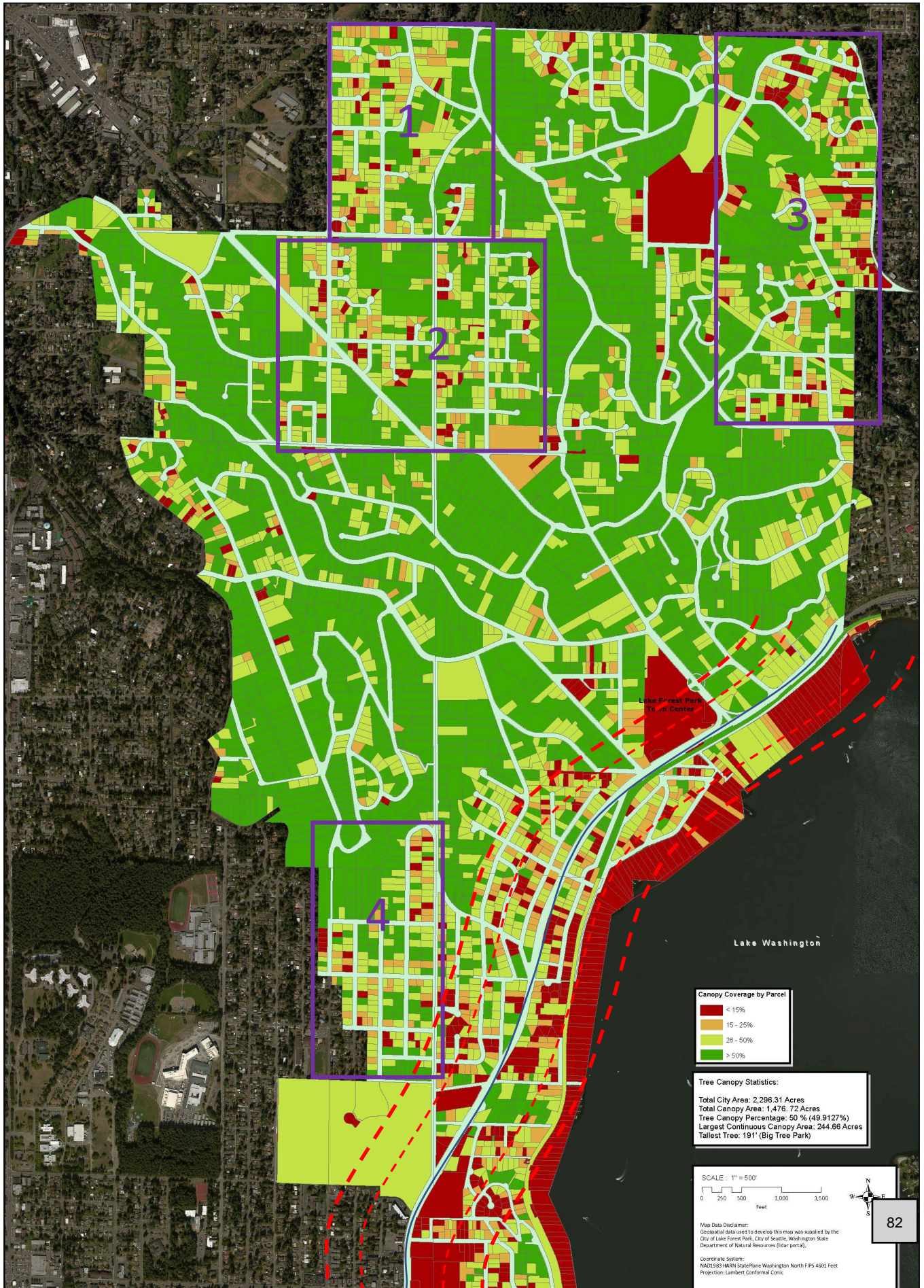
GENERAL TREE LIST FOR LAKE FOREST PARK, WA

25' to 30'+ Height - Deciduous Trees

Common Name	Scientific Name	Recommended Cultivar	Canopy Area	Height in FT	Width in FT	Shape	Features	Drought Tolerant	Section 7, Item B.	
									Soil type	
			FT ²							
Trident Maple	<i>Acer buergeranum</i>		314	25	20	round	red in fall	✓		all
Hedge Maple	<i>Acer campestre</i>	Queen Elizabeth	707	30	30	rounded	low maintenance; yellow in fall	✓		all
Stripebark Maple	<i>Acer davidii</i>		491	30	25		attractive bark, spreading crown			
Rocky Mountain Maple	<i>Acer glabrum</i>		177	25	15	oval	deep lobed leaves; orange/red in fall; red twigs			well drained
Rocky Mtn Glow Maple	<i>Acer grandidentatum</i>	Schmidt	177	25	15	oval	nice fall color and leaf shape			
Japanese Maple	<i>Acer palmatum</i>		491	25	25	horizontal	fine-textured leaves; orange/ red in fall			well drained
Crimson Sentry Maple	<i>Acer platanoides</i>	Crimson Sentry	177	25	15	oval	purple leaves maroon in fall	✓		all
Pacific Sunset Maple	<i>Acer truncatum x A. platanoides</i>	Warrenred	491	30	25	oval	orange/red in fall	✓		well drained
Red Horse Chestnut	<i>Aesculus x carnea</i>	Briotti	707	30	30	rounded	long rosy cluster; small variety; spiky nuts	✓		all
Yellowwood	<i>Cladrastis kentukea</i>		707	30	30	round	fragrant summer flowers; yellow in fall	✓		all
Cornelian Cherry	<i>Cornus mas</i>		314	25	20	oval-rounded	creamy yellow flowers; bright fruit; red in fall			all
Thornless Cockspur Hawthorn	<i>Crataegus crus-galli</i>	Inermis	491	25	25	rounded	no thorns; orange fall color	✓		all
Black Hawthorn*	<i>Crataegus douglasii</i>		314	30	20	oval	white flowers, glossy black fruit, supports wildlife			all
Crimson Cloud Hawthorn	<i>Crataegus laevigata</i>	Crimson Cloud	314	25	20	shrubby/round	center	✓		all
Lavalle Hawthorn	<i>Crataegus x lavallei</i>		314	28	20	irregular/vase	white flowers, orange fruit	✓		all
Washington Hawthorn	<i>Crataegus phaenopyrum</i>		314	25	20	oval/rounded	white flowers, red fruit; orange/red in fall	✓		all
Flowering Ash	<i>Fraxinus ornus</i>		177	30	15	pyramidal/round	yellow in fall	✓		all
Autumn Gold Ginkgo	<i>Ginkgo biloba</i>	Autumn Gold	491	30	25		very slow growing			
Carolina Silverbells	<i>Halesia carolina</i>		314	30	20	broadly/pyramidal	white/bell flowers			well drained
Goldenrain Tree	<i>Koelreuteria paniculata</i>		707	30	30	rounded	yellow clusters	✓		all
Golden Chain Tree	<i>Laburnum x watereri</i>	Vossii	314	30	20	upright	yellow flowers; poisonous			all
Merrill Magnolia	<i>Magnolia x loebneri</i>	Merrill	491	25	25	oval/rounded	white/pink flowers at early age			all
Robinson Crabapple	<i>Malus spp.</i>	Robinson	491	25	25	rounded	deep pink flower; fast growing	✓		all
Tschonoskii Crabapple	<i>Malus tschonoskii</i>		177	28	15	narrowly oval	white flowers, greenish fruit	✓		all
Persian Parrotia	<i>Parrotia persica</i>		314	30	20	rounded	early flowers; mix of fall color			well drained
Canada Red Chokecherry	<i>Prunus virginiana</i>	Canada Red	314	25	20	rounded	unusual bark; purple leaves; red in fall			all
European Bird Cherry	<i>Prunus padus</i>		491	30	25	round	white flowers in long clusters			all
Sargent Cherry	<i>Prunus sargentii</i>	Columnaris	314	30	20	upright/rounded	red in fall			all
Kwanzan Flowering Cherry	<i>Prunus serrulata</i>	Kwanzan	314	30	20	vase/rounded	orange in fall			all
Autumn Flowering Cherry	<i>Prunus subhirtella</i>	Autumnalis Rosea	314	25	20	spreading	semi-double/flowers in Nov & spring; yellow in fall			all
Spire Cherry	<i>Prunus x hillieri</i>	Spire	79	30	10	dense	soft pink flowers; orange/red in fall			all
Akebono Cherry	<i>Prunus x yedoensis</i>	Akebono	491	25	25	upright	delicate pink flowers; yellow in fall			all
Cascara*	<i>Rhamnus purshiana</i>		491	30	25		attractive leaves, fall color, dark small fruit			
Mountain Ash**	<i>Sorbus aucuparia</i>		314	30	20	upright	creamy white flowers, bright, persistent fruit			
Japanese Stewartia	<i>Stewartia pseudocamellia</i>		314	30	20	pyramidal/oval	white flowers; peeling bark; yellow red/purple in fall	✓		moist acidic
Japanese Snowdrop	<i>Styrax japonicus</i>		491	25	25	rounded	fragrant pendant white flowers			all
Fragrant Snowbell	<i>Styrax obassia</i>		177	25	15	oval	fragrant flowers in summer	✓		all

* Native tree

** Acceptable substitute for native species (better performing)



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**CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL MEETING MINUTES
June 5, 2023**

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

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Lorri Bodi, Tracy Furutani, Larry Goldman, Jon Lebo (via Zoom, arrived 6:24 p.m.), Semra Riddle (via Zoom, arrived 6:39 p.m.)

Councilmembers absent: none

Staff present virtually: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Steve Bennett, Planning Director); Jeff Perrigo, Public Works Director; Matt McLean, City Clerk

Others present: 13 visitors

CALL TO ORDER

Mayor Johnson called the June 5, 2023 City Council special meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

Draft Ordinance 23-1263/Creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls, and Amending Chapter 16.26 of the Lake Forest Park Municipal Code regarding Type III Permits

City Attorney Pratt and Director Bennett presented the item and responded to questions.

There was consensus of the Council to hold a special meeting on Thursday, June 15, 2023, at 6:30 p.m., immediately following the City Council Budget and Finance Committee meeting.

1 **ADJOURNMENT**

2

3 There being no further business, the meeting was adjourned at 7:41 p.m.

4

5

6

7 Jeff Johnson, Mayor

8

9

10

11 Matthew McLean, City Clerk

DRAFT

**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
June 8, 2023**

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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.

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassoover, Council Vice-Chair; Lorri Bodi, Tracy Furutani, Larry Goldman, Jon Lebo, Semra Riddle (arrived 6:15 p.m.)

Councilmembers absent: none

Staff present: Kim Adams Pratt, City Attorney; Jeff Perrigo, Public Works Director; Steve Bennett, Planning Director; Matt McLean, City Clerk

Others present: 3 visitors

CALL TO ORDER

Deputy Mayor French called the June 8, 2023 City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Cmbr. Bodi moved to approve the agenda as presented. Cmbr. Kassoover seconded. The motion to approve the agenda as presented carried unanimously.

Cmbr. Lebo noted he would recuse himself to avoid any appearance of a conflict of interest on discussion of draft Ordinance 23-1269, since he works for Sound Transit.

Draft Ordinance 23-1269 amending Chapter 16.14 of the Lake Forest Park Municipal Code, Tree Canopy Preservation and Enhancement

Director Bennett and City Attorney Pratt presented the item and responded to questions.

Review of Capital Improvement Plan Pavement Resurfacing Plan

Director Perrigo presented the item and responded to questions.

There was consensus of the Council to bring the item back to a future meeting.

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ADJOURNMENT

There being no further business, Deputy Mayor French adjourned the meeting at 6:50 p.m.

Jeff Johnson, Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
June 8, 2023**

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

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Lorri Bodi, Tracy Furutani, Larry Goldman, Jon Lebo, Semra Riddle

Councilmembers absent: None

Staff present: Jeff Johnson, Mayor; Kim Adams Pratt, City Attorney; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Cory Roche, Environmental and Sustainability Specialist; Matt McLean, City Clerk

Others present: 18 visitors

CALL TO ORDER

Mayor Johnson called the June 8, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor Johnson led the Pledge of Allegiance.

ADOPTION OF AGENDA

Deputy Mayor French moved to approve the agenda with the following amendments: 1) add new Ordinance 23-1270/Adopting Interim Development Regulations as Authorized by the Growth Management Act Relating to Retaining Walls; Declaring an Emergency; Providing for Severability and Establishing an Effective Date; 2) reorder the items so Ordinance 23-1270 is considered before Resolution 23-1902; and 3) move Citizen Comments ahead of Presentations. **Cmbr. Riddle seconded. The motion to approve the agenda as amended carried unanimously.**

PROCLAMATION – Juneteenth

Cmbr. Furutani read a proclamation for Juneteenth 2023.

FINAL CONFIRMATION – Parks and Recreation Advisory Board

Environmental and Sustainability Specialist Roche introduced applicant Steve Feth.

1
2 The Mayor and Council interviewed Mr. Feth.

3
4 **Deputy Mayor French moved** to appoint Steve Feth to the Parks and Recreation
5 Advisory Board, Position 3, a partial term to expire February 28, 2025. **Cmbr. Riddle**
6 **seconded. The motion to appoint Mr. Feth to the Parks and Recreation Advisory Board**
7 **carried unanimously.**

8
9 **CITIZEN COMMENTS**

10
11 Mayor Johnson invited comments from the audience:

- 12
- 13 • Kathy Comeau, LFP resident (Sound Transit/tree canopy)
- 14 • Paula Goode, LFP resident (Sound Transit/supports emergency ordinance)
- 15 • Vicki Scuri, LFP resident (Sound Transit/retaining wall)
- 16 • Dick Harris, LFP resident (Sound Transit/lighting on SR 522)
- 17 • Jeff Snedden, LFP resident (Sound Transit/remove Q jumps)

18
19 **PRESENTATION – State Legislative End of Session Report**

20
21 Shelley Helder, Gordon Thomas Honeywell-Governmental Affairs, gave an update on the 2023
22 state legislative session and responded to questions.

23
24 **PRESENTATION – SR 522 Retaining Wall Update**

25
26 City Attorney Pratt and Director Perrigo presented the item and responded to questions.

27
28 **CONSENT CALENDAR**

29
30 **Deputy Mayor French moved** to approve the consent calendar presented. **Cmbr. Bodi**
31 **seconded. The motion to approve the consent calendar as presented carried**
32 **unanimously.**

- 33
- 34 1. May 18, 2023 City Council Budget and Finance Committee Meeting Minutes
- 35 2. May 18, 2023 City Council Special Meeting Minutes
- 36 3. May 22, 2023 City Council Committee of the Whole Meeting Minutes
- 37 4. May 25, 2023 City Council Regular Meeting Minutes
- 38 5. Approval of City Expenditures for the Period Ending June 8, 2023, covering Claims Fund
- 39 Check Nos. 84954 through 85001, in the amount of \$172,561.10; Payroll Fund ACH
- 40 transactions in the amount of \$143,988.35; and direct deposit transactions in the
- 41 amount of \$158,361.13; total approved Claims Fund transactions \$316,549.45
- 42

1 **ORDINANCE 23-1268/Amending Chapter 9.04 of the Lake Forest Park Municipal Code, State**
2 **Criminal Code Provisions**

3
4 City Attorney Pratt presented the item and responded to questions.

5
6 **Cmbr. Bodi moved** to suspend the three-touch rule for Ordinance 23-1268. **Cmbr.**
7 **Kassover seconded. The motion to suspend the three-touch rule for Ordinance 23-1268**
8 **carried unanimously.**

9
10 **Cmbr. Kassover moved** to amend Chapter 9.04.050 in Ordinance 23-1268 to provide
11 that firearms must be destroyed unless they are antique. **Deputy Mayor French**
12 **seconded. The motion to approve the amendment to Ordinance 23-1268 carried**
13 **unanimously.**

14
15 **Cmbr. Kassover moved** to approve as amended Ordinance 23-1268/Amending
16 Chapter 9.04 of the Lake Forest Park Municipal Code, State Criminal Code Provisions.
17 **Cmbr. Riddle seconded. The motion to approve as presented Ordinance 23-1268**
18 **carried unanimously.**

19
20 **RESOLUTION 23-1901/King County Opioid Abatement Council Memorandum of**
21 **Understanding**

22
23 City Attorney Pratt presented the item and responded to questions.

24
25 **Deputy Mayor French moved** to suspend the three-touch rule for Resolution 23-1901.
26 **Cmbr. Riddle seconded. The motion to suspend the three-touch rule for Resolution 23-**
27 **1901 carried unanimously.**

28
29 **Deputy Mayor French moved** to approve as presented Resolution 23-1901/King County
30 Opioid Abatement Council Memorandum of Understanding. **Cmbr. Riddle seconded.**
31 **The motion to approve as presented Resolution 23-1901 carried unanimously.**

32
33 Cmbr. Lebo declared a conflict of interest and recused himself from consideration of
34 Ordinance 23-1270.

35
36 **ORDINANCE 23-1270/Adopting Interim Development Regulations as Authorized by the**
37 **Growth Management Act Relating to Retaining Walls; Declaring an Emergency; Providing for**
38 **Severability and Establishing an Effective Date**

39
40 City Attorney Pratt and Director Bennett presented the item and responded to questions.

41
42 It was noted a second public hearing will be held at the City Council meeting on June 22, 2023.

43

1 **Cmbr. Kassover moved** to suspend the three-touch rule for Ordinance 23-1270. **Cmbr.**
2 **Riddle seconded. The motion to suspend the three-touch rule for Ordinance 23-1270**
3 **carried, with Cmbr. Lebo abstaining.**

4
5 Discussion followed.

6
7 **Deputy Mayor French moved** to approve as presented Ordinance 23-1270/Adopting
8 Interim Development Regulations as Authorized by the Growth Management Act
9 Relating to Retaining Walls; Declaring an Emergency; Providing for Severability and
10 Establishing an Effective Date. **Cmbr. Kassover seconded. The motion to approve as**
11 **presented Ordinance 23-1901 carried by a majority plus one, with Cmbr. Lebo**
12 **abstaining.**

13
14 **RESOLUTION 23-1902/Authorizing the Mayor to Sign an Agreement for Consultant Services**
15 **with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental**
16 **Review, and Permitting Project**

17
18 Public Works Director Perrigo introduced Amber Mikluscak and Chuck McDowell from CDG-
19 Watershed. Ms. Mikluscak and Mr. McDowell gave a presentation and responded to questions.

20
21 There was consensus of the Council to consider the item at a future meeting.

22
23 **RESOLUTION 23-1892/Authorizing the Mayor to Sign the 2022-2024 Collective Bargaining**
24 **Agreement between the City of Lake Forest Park and Teamsters Local No. 117 (representing**
25 **maintenance workers)**

26
27 **ORDINANCE 23-1267/Amending the 2023 Budgeted Positions and Salary Schedule**
28 **Incorporated in Ordinance No. 1256 Adopting the 2023-2024 Biennial Budget (pertaining to**
29 **maintenance workers)**

30
31 **RESOLUTION 23-1900/Authorizing the Mayor to Sign a Memorandum of Understanding**
32 **between the City of Lake Forest Park and Teamsters Local No. 117 (representing maintenance**
33 **workers)**

34
35 Public Works Director Perrigo presented all three items and responded to questions.

36
37 **Cmbr. Goldman moved** to suspend the three-touch rule for Resolution 23-1892,
38 Ordinance 23-1267, and Resolution 23-1900. **Deputy Mayor French seconded. The**
39 **motion to suspend the three-touch rule for Resolution 23-1892, Ordinance 23-1267,**
40 **and Resolution 23-1900 carried unanimously.**

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Cmbr. Goldman moved to approve as presented Resolution 23-1892/Authorizing the Mayor to Sign the 2022-2024 Collective Bargaining Agreement between the City of Lake Forest Park and Teamsters Local No. 117 (representing maintenance workers). **Deputy Mayor French seconded. The motion to approve as presented Resolution 23-1892 carried unanimously.**

Deputy Mayor French moved to approve as presented Ordinance 23-1267/Amending the 2023 Budgeted Positions and Salary Schedule Incorporated in Ordinance No. 1256 adopting the 2023-2024 Biennial Budget (pertaining to maintenance workers). **Cmbr. Goldman seconded. The motion to approve as presented Ordinance 23-1267 carried unanimously.**

Deputy Mayor French moved to approve as presented Resolution 23-1900/Authorizing the Mayor to Sign a Memorandum of Understanding between the City of Lake Forest Park and Teamsters Local No. 117 (representing maintenance workers). **Cmbr. Goldman seconded. The motion to approve as presented Resolution 23-1900 carried unanimously.**

Other Business – Alternate for Regional Crisis Response Agency (RCR)

Cmbr. Goldman noted that the Council should appoint an alternate Councilmember appointment for the Regional Crisis Response Agency.

COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they attended. Mayor Johnson gave an update.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:23 p.m.

Jeff Johnson, Mayor

Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
6/22/2023

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 85002 through 85040 in the amount of \$477,378.07, PAYROLL FUND ACH transactions in the amount of \$171,336.66 and DIRECT DEPOSIT transactions in the amount of \$179,842.26 are approved for payment this 22nd day of June, 2023.

Additional approved transactions are:

ACH transaction Invoice Cloud in the amount of \$949.65

ACH transaction Lexis Nexis in the amount of \$132.60

ACH transaction US Bank in the amount of \$55,100.17

ACH transaction Washington State Excise Tax in the amount of \$27,888.88

ACH transaction Wex Bank in the amount of \$63.76

Total approved claim fund transactions: \$732,849.79

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 06/14/2023 - 11:50AM
Batch: 00022.06.2023



Section 9, Item D.

CLAIM VOUCHER
CITY OF LAKE FOREST PARK
17425 BALLINGER WAY NE
LAKE FOREST PARK, WASHINGTON 98155

CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Forest Park, and that I am authorized to authenticate and certify to said claim.

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	171,167.41
101	Street Fund	505.33
302	Transportation Capital Fund	3,542.27
303	Cap. Fac./Maint. Reserve Fund	23,789.44
401	Sewer Utility Fund	17,128.39
403	Surface Water Fund	18,463.53
404	Surface Water Capital Fund	4,946.28
407	PWTF Repayment Fund	69.32
501	Vehicle Equip Replacement Fund	10,473.80
502	PW Contract Fund	200.56
631	Treasurer's Clearing Fund	12,026.42
635	Northshore Emergency Mgmt	184.18
Report Total:		262,496.93

Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 06/13/2023 - 1:53PM
Batch: 00015.06.2023



Section 9, Item D.

CLAIM VOUCHER
CITY OF LAKE FOREST PARK
17425 BALLINGER WAY NE
LAKE FOREST PARK, WASHINGTON 98155

CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Forest Park, and that I am authorized to authenticate and certify to said claim.

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	26,878.45
Report Total:		26,878.45

Accounts Payable

Voucher Approval Document

Section 9, Item D.



User: dmeagher
Printed: 06/07/2023 - 12:47PM
Batch: 00098.06.2023

CLAIM VOUCHER
CITY OF LAKE FOREST PARK
17425 BALLINGER WAY NE
LAKE FOREST PARK, WASHINGTON 98155

CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Forest Park, and that I am authorized to authenticate and certify to said claim.

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	51.54
401	Sewer Utility Fund	216,986.04
Report Total:		217,037.58

Bank Reconciliation

Section 9, Item D.



Checks by Date

User: dmeagher
 Printed: 06/14/2023 - 1:35PM
 Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	6/22/2023	Invoice Cloud		AP		949.65
0	6/22/2023	LexisNexis Risk Data Mgmt. Inc.		AP		132.60
0	6/22/2023	State of Washington		AP		27,888.88
0	6/22/2023	Wex Bank - Chevron		AP		63.76
85041	6/22/2023	American Traffic Solutions Inc.		AP		66,500.00
85042	6/22/2023	City of Bothell		AP		44,839.90
85043	6/22/2023	Builders Interiors, Inc.		AP		23,789.44
85044	6/22/2023	Century Link		AP		75.86
85045	6/22/2023	Cintas First Aid & Safety		AP		653.27
85046	6/22/2023	James Santerelli Enterprises		AP		80.00
85047	6/22/2023	Correct Equipment, Inc		AP		2,661.63
85048	6/22/2023	Washington Criminal Justice Training C		AP		1,200.00
85049	6/22/2023	DataQuest, LLC		AP		308.67
85050	6/22/2023	Washington State Department of Licens		AP		129.00
85051	6/22/2023	Eastside Public Safety Comm.		AP		1,851.41
85052	6/22/2023	Fix Auto		AP		6,032.61
85053	6/22/2023	Gordon Thomas Honeywell Gov't. Affa		AP		3,150.00
85054	6/22/2023	Gray & Osborne, Inc.		AP		1,408.78
85055	6/22/2023	Home Depot/GEFCF		AP		590.46
85056	6/22/2023	Johnston Group, LLC		AP		3,925.00
85057	6/22/2023	King County Dept of Natural Resources		AP		5,076.00
85058	6/22/2023	KDH Consulting, Inc		AP		200.56
85059	6/22/2023	City of Lake Forest Park		AP		746.80
85060	6/22/2023	Madrona Law Group, PLLC		AP		23,858.00
85061	6/22/2023	Moon Security Service Inc.		AP		1,034.58
85062	6/22/2023	Navia Benefit Solutions		AP		182.00
85063	6/22/2023	Northshore Utility District		AP		17,021.75
85064	6/22/2023	Office Depot, Inc.		AP		99.59
85065	6/22/2023	PACE Engineers, Inc.		AP		2,701.50
85066	6/22/2023	Puget Sound Energy		AP		371.51
85067	6/22/2023	Red Carpet Building Maint. Inc.		AP		3,206.15
85068	6/22/2023	Sarah Roberts		AP		8,351.74
85069	6/22/2023	State Treasurer's Office		AP		11,180.18
85070	6/22/2023	StopStick, Ltd		AP		526.76
85071	6/22/2023	Tam Boy Triton Group EHM		AP		210.00
85072	6/22/2023	Utilities Underground Location Ctr.		AP		117.39
85073	6/22/2023	The Watershed Company		AP		1,231.25
85074	6/22/2023	Washington State Patrol		AP		150.25
Total Check Count:						38

Check No	Check Date	Name	Comment	Module	Clear Date	Section 9, ItemD.
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Total Check Amount:

262,496.93

Bank Reconciliation

Section 9, Item D.

Checks by Date

User: dmeagher
 Printed: 06/14/2023 - 1:34PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
52305431	6/22/2023	Washington Law Enforcement and Recc		AP		50.00
52305432	6/22/2023	Amazon		AP		76.04
52305433	6/22/2023	Velocity Systems		AP		796.00
52305434	6/22/2023	Bulger Safe & Lock, Inc.		AP		66.15
52305435	6/22/2023	Amazon		AP		85.89
52306311	6/22/2023	GovernmentJobs.com, Inc		AP		219.13
52309641	6/22/2023	Print Fusion		AP		43.00
52309642	6/22/2023	International Society of Arboriculture		AP		34.51
52309643	6/22/2023	VistaPrint		AP		0.00
52309645	6/22/2023	Amazon		AP		412.80
52310101	6/22/2023	Oregon Convention Center		AP		12.00
52321011	6/22/2023	International Institute of Municipal Cler		AP		125.00
52327511	6/22/2023	Adobe Inc.		AP		331.59
52327512	6/22/2023	Amazon		AP		44.05
52327513	6/22/2023	Amazon		AP		293.48
52327514	6/22/2023	Amazon		AP		42.60
52327515	6/22/2023	Amazon		AP		32.70
52327516	6/22/2023	Amazon		AP		45.74
52327517	6/22/2023	Wasabi Technologies, Inc		AP		13.03
52327518	6/22/2023	Amazon		AP		10.00
52327519	6/22/2023	Amazon		AP		96.61
52327881	6/22/2023	Guardian Security		AP		163.50
52327882	6/22/2023	Puget Sound Energy		AP		245.01
52327883	6/22/2023	Seattle City Light		AP		13.07
52327884	6/22/2023	Seattle City Light		AP		2,763.34
52327885	6/22/2023	Seattle City Light		AP		13.05
52327886	6/22/2023	Seattle City Light		AP		591.04
52327887	6/22/2023	North City Water District		AP		90.21
52327888	6/22/2023	North City Water District		AP		51.11
52327889	6/22/2023	Puget Sound Energy		AP		10.89
52329901	6/22/2023	Rogue Fitness		AP		3,355.60
52389531	6/22/2023	Amazon		AP		56.38
52389532	6/22/2023	Amazon		AP		30.49
52389533	6/22/2023	REI Co-Op		AP		122.27
52392711	6/22/2023	American Public Works Association		AP		375.00
52392712	6/22/2023	Costco Warehouse		AP		17.25
52392713	6/22/2023	Costco Warehouse		AP		442.40
52395771	6/22/2023	Titan Fitness		AP		2,024.55
52395772	6/22/2023	Rogue Fitness		AP		1,831.71
52396351	6/22/2023	REI Co-Op		AP		104.08
52396353	6/22/2023	Fairfield Inn - Yakima		AP		622.84
523278810	6/22/2023	Integra Telecom, Inc.		AP		533.71
523278811	6/22/2023	Northwest Cascade, Inc.		AP		418.01
523278812	6/22/2023	Northwest Cascade, Inc.		AP		504.11
523278813	6/22/2023	Good To Go		AP		2.00
523278814	6/22/2023	Smarsh		AP		1,629.49

Check No	Check Date	Name	Comment	Module	Clear Date	Section 9, ItemD.
523278815	6/22/2023	Stericycle, Inc.		AP		10.36
523278816	6/22/2023	Seattle City Light		AP		25.65
523278817	6/22/2023	Pacific Topsoils, Inc.		AP		274.30
523278818	6/22/2023	Sound Security Inc. (Sonitrol)		AP		1,741.10
523278819	6/22/2023	Northwest Cascade, Inc.		AP		174.05
523278820	6/22/2023	The Seattle Times		AP		316.66
523278821	6/22/2023	Seattle City Light		AP		23,099.53
523278822	6/22/2023	Seattle City Light		AP		317.11
523278823	6/22/2023	The Seattle Times		AP		138.26
523278824	6/22/2023	Innovac Services LLC		AP		4,806.10
523278825	6/22/2023	Northwest Cascade, Inc.		AP		201.55
523278826	6/22/2023	Verizon Wireless		AP		2,729.57
523278827	6/22/2023	Summit Law Group PLLC		AP		490.00
523278828	6/22/2023	Summit Law Group PLLC		AP		1,934.50
Total Check Count:						60
Total Check Amount:						55,100.17

Bank Reconciliation

Section 9, Item D.

Checks by Date

User: dmeagher
 Printed: 06/14/2023 - 1:48PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
85005	6/15/2023	Brendan Baughn		AP		250.00
85006	6/15/2023	Jesse Benjamin		AP		1,532.00
85007	6/15/2023	Bendar Brandin		AP		100.00
85008	6/15/2023	Nickolas Brookhyser		AP		1,260.00
85009	6/15/2023	Ryan Campbell		AP		1,070.00
85010	6/15/2023	Kyle Christopherson		AP		1,108.00
85011	6/15/2023	Colin Clement		AP		1,400.50
85012	6/15/2023	Jenafer Delaney		AP		926.00
85013	6/15/2023	Quoc Hung Duong		AP		275.00
85014	6/15/2023	Steven Eclipse		AP		800.00
85015	6/15/2023	Kakfuad Ghezelayagh		AP		475.00
85016	6/15/2023	Hong Phuc Nguyen Giap		AP		750.00
85017	6/15/2023	David Gilbertson		AP		250.00
85018	6/15/2023	Daniel Good		AP		325.00
85019	6/15/2023	Richard Goodloe		AP		868.00
85020	6/15/2023	Jeffrey Hill		AP		1,606.47
85021	6/15/2023	Houston Bradley JR		AP		302.00
85022	6/15/2023	Jonathan JR Lawrence		AP		254.00
85023	6/15/2023	Leith James Daniel		AP		250.00
85024	6/15/2023	JENI JO LITTLETON		AP		74.68
85025	6/15/2023	Steven Loso		AP		400.00
85026	6/15/2023	Craig Lupinacci		AP		675.00
85027	6/15/2023	Paul Mihara		AP		650.00
85028	6/15/2023	Brian Pannell		AP		1,420.50
85029	6/15/2023	Jesse Paulsen		AP		1,572.50
85030	6/15/2023	Jaime Paulson		AP		80.00
85031	6/15/2023	Randy Phillips		AP		1,188.00
85032	6/15/2023	Joel Skrivseth		AP		1,943.00
85033	6/15/2023	David Smith		AP		720.50
85034	6/15/2023	Kristopher Stiel		AP		112.80
85035	6/15/2023	Scotty Sumita		AP		344.00
85036	6/15/2023	Donald Turner		AP		250.00
85037	6/15/2023	Darryl Welt		AP		130.00
85038	6/15/2023	Brandon Witherow		AP		1,000.00
85039	6/15/2023	Robert Wood		AP		1,865.50
85040	6/15/2023	Layth Zaitoun		AP		650.00

Total Check Count:	36
Total Check Amount:	26,878.45

Bank Reconciliation

Checks by Date

User: dmeagher
Printed: 06/14/2023 - 11:04AM
Cleared and Not Cleared Checks



Section 9, Item D.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
85002	6/8/2023	King County Finance & Business		AP		216,986.04
85003	6/8/2023	Navia Benefit Solutions		AP		8.00
85004	6/8/2023	The Part Works Inc.		AP		43.54
Total Check Count:						3
Total Check Amount:						217,037.58

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 6/14/2023 11:51 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	06/08/2023	1,494.74
ACH	NAVIA	Navia Benefit Solutions, Inc.	06/08/2023	272.62
ACH	NAVIAFSA	Navia - FSA	06/08/2023	326.27
ACH	PFLTRUST	LFP PFL Trust Account	06/08/2023	2,039.22
ACH	TEAMDR	National D.R.I.V.E.	06/08/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	06/08/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	06/08/2023	180.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	06/08/2023	6,810.54
ACH	ZAWC	AWC	06/08/2023	43,711.76
ACH	ZEMPSEC	Employment Security Dept.	06/08/2023	484.70
ACH	ZGUILD	LFP Employee Guild	06/08/2023	650.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	06/08/2023	30,117.30
ACH	ZL&I	Washington State Department of Labor & I	06/08/2023	5,094.10
ACH	ZLEOFF	Law Enforcement Retirement	06/08/2023	12,614.50
ACH	ZLFPIRS	Lake Forest Park/IRS	06/08/2023	34,265.95
ACH	ZPERS	Public Employees Retirement	06/08/2023	24,645.02
ACH	ZTEAM	Teamsters Local Union #117	06/08/2023	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	06/08/2023	7,407.45
Total for 6/8/2023:				171,336.66
Report Total (18 checks):				171,336.66

Bank Reconciliation

Section 9, Item D.

Checks by Date

User: dmeagher
Printed: 06/14/2023 - 1:31PM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	6/8/2023		DD 00508.06.2023	PR		179,842.26
Total Check Count:						1
Total Check Amount:						179,842.26



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date June 22, 2023

Originating Department Executive Department

Contact Person Phillip Hill, City Administrator or Lindsey Vaughn, Finance Director

Title Resolution 23-1904/Addendum to Grant Agreement Between Lake Forest Park and the Center for Human Services for American Rescue Plan Act Funds

Legislative History

- October 14, 2021, City Council Meeting Work Session - Introduction/Discussion
- January 13, 2022, City Council Regular Meeting – Contract Introduction
- January 27, 2022, City Council Regular Meeting – Action
- June 22, 2023, City Council Regular Meeting Introduction/Discussion of Addendum

Attachments:

1. Resolution 23-1904/Authorizing the Mayor to Sign the Addendum to the American Rescue Plan Act (ARPA) Grant Agreement between the City and the Center for Human Services
2. Addendum to ARPA Grant Agreement with Center for Human Services (Attachment A to Resolution 23-1904)
3. ARPA Contract for Center for Human Services AG-22-005

Executive Summary

City Council adopted final contracts for the American Rescue Plan Act on January 27, 2022. An addendum to the Center for Human Services grant is being proposed to accomplish a couple of necessary changes to the original contract. The first amendment to section 2 of the grant adopts general language allowing the funds to be used for IT equipment and software expenses to address the covid-19 pandemic impacts on the community. This amendment removes the specificity of the original contract. The second amendment to section 2 of the grant provides the Center for Human Services an

additional \$30,000 for ongoing IT equipment and software expenses. The amendment to section 3 of the grant extends the deadline for expenditures and invoices through December 1, 2023.

Background

The Coronavirus Local Fiscal Recovery Fund provided \$19.53 billion to support non-entitlement units of local government (NEUs), which are local governments typically serving a population under 50,000. The U.S. Department of the Treasury (Treasury) makes payments to states and territories, which distribute amounts to eligible NEUs in their jurisdiction by the guidelines established by Treasury.

The Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with substantial resources to meet pandemic response needs and rebuild a stronger and more equitable economy as the country recovers. Recipients may use these funds to:

- Support public health expenditures by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and specific public health and safety staff.
- Address negative economic impacts caused by the public health emergency, including economic harm to workers, households, small businesses, impacted industries, and the public sector.
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
- Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors.
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and expand access to broadband internet.

Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

Fiscal & Policy Implications

The fiscal impact is to allocate to the Center for Human Services an additional \$30,000 expanding the original grant from \$118,000 to \$148,000 to continuing enhancing the entity’s IT equipment and software expenses in response to the pandemic.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	<p>Adopt the proposed addendum to the Center for Human Services Contract making some language and financial changes to the contract</p>
<ul style="list-style-type: none"> • Do not approve 	<p>The original contract would stand and the Center for Human Services would have to find the additional funds to make necessary IT related purchases elsewhere.</p>

Staff Recommendation

Consider adoption of Resolution 23-1904, approving the attached requested addendum for the Center for Human Services ARPA Contract AG-22-005.

RESOLUTION NO. 23-1904

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE ADDENDUM TO THE AMERICAN RESCUE PLAN ACT GRANT AGREEMENT BETWEEN THE CITY AND THE CENTER FOR HUMAN SERVICES

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) was signed into law on March 11, 2021, and its funds are intended to provide financial support in responding to the impacts of the COVID-19 pandemic; and

WHEREAS, ARPA financial support includes funds for tax exempt nonprofit organizations and small businesses (less than 500 employees and a small business concern under the Small Business Act) that have experienced lost revenue and increased costs as a result of the COVID-19 pandemic; and

WHEREAS, the City of Lake Forest Park (“City”) has been awarded ARPA funds for 2021 and 2022 of approximately \$3.7 million dollars to be allocated by December 31, 2024 and fully expended by December 31, 2026; and

WHEREAS, the City entered into a grant agreement for ARPA funds with the Center For Human Services in January of 2022, AG-22-005 (the “Agreement”); and

WHEREAS, an addendum to the Agreement is proposed to add an additional \$30,000, authorize expenditures for IT equipment and software expenses to address the covid-19 pandemic impacts on the community, and extend the deadline to December 1, 2023; and

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

Section 1. AGREEMENT APPROVAL . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the addendum to the ARPA grant agreement between the City and the Center for Human Services, attached hereto as Attachment A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, 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 _____ , 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: June 16, 2023
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1904

ADDENDUM TO
GRANT AGREEMENT BETWEEN THE CITY OF LAKE FOREST PARK
AND THE CENTER FOR HUMAN SERVICES
FOR AMERICAN RESCUE PLAN ACT FUNDS

This Addendum to the Grant Agreement Between the City of Lake Forest Park and the Center for Human Services Center For American Rescue Plan Act Funds, dated February 15, 2022, AG-22-005, (hereafter, the Agreement) is made in consideration of mutual benefits; according to the terms and conditions specified below pursuant to Section 6 of the Agreement.

A. Section 2. of the Agreement is amended as follows:

2. Funds. The City will provide Recipient with grant funds in the amount not to exceed One Hundred and Forty-Eight Thousand Dollars and 00/100 (\$148,000) to be used to reimburse the Recipient for IT equipment and software expenses that address COVID-19 pandemic impacts in the community (the "Funds").

B. Section 3. of the Agreement is amended as follows:

3. Deadline for Expenditures and Invoices. Reimbursable expenditures under the Agreement must be incurred and invoiced to the City after March 3, 2021, and prior to December 1, 2023, unless this grant agreement is extended in writing by the City Council and Recipient.

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

CITY OF LAKE FOREST PARK

RECIPIENT

By: _____
Jeff Johnson, Mayor

By: _____
Printed Name: _____

Date: _____

Title: _____
Date: _____

GRANT AGREEMENT BETWEEN THE CITY OF LAKE FOREST PARK AND THE CENTER FOR HUMAN SERVICES FOR AMERICAN RESCUE PLAN ACT FUNDS

This Grant Agreement Between the City of Lake Forest Park and the Center for Human Services Center For American Rescue Plan Act Funds (the "Agreement") is made this 27th day of January, 2022 by and between the City of Lake Forest Park, a Washington municipal corporation ("the City") and the Center For Human Services, a non-profit human services organization, ("CHS" and "Recipient"), collectively referred to as the "Parties."

RECITALS

A. On March 5, 2020, the Lake Forest Park City Council declared a public health emergency in Lake Forest Park arising from the COVID-19 pandemic. Since then, the disease has impacted every part of life in the City. Social distancing became a necessity, businesses closed, schools transitioned to and from remote education, travel was sharply reduced, and many lost their jobs.

B. The City recognizes that one of its essential functions is to secure the health and welfare of Lake Forest Park's citizens, and disperse when able, resources necessary to help individuals, nonprofits and small businesses survive.

C. The City has been awarded Fiscal Recovery Funds through the American Rescue Plan Act ("ARPA") signed into law on March 11, 2021. The Funds are intended to provide support to local communities responding to the impacts of COVID-19.

D. CHS is a §501(c)(3) nonprofit organization under the Internal Revenue Code working to strengthen the community through counseling, education, and support to children, youth, adults and families. CHS's clients have been deeply affected during the COVID-19 pandemic and as a result CHS needs funds for IT equipment and software.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated herein by this reference.

2. Funds. The City will provide the Recipient with grant funds in an amount not to exceed One Hundred Eighteen Thousand Dollars and 00/100 (\$ 118,000) to be used to reimburse Recipient for the following expenses that address COVID-19 pandemics impacts in the community (the "Funds"):

- a. 50 laptops purchased and set up - \$100,000,
- b. 50 laptop bags - \$1,250,
- c. Firewall software- \$5,000,
- d. Wi-Fi Access Points - \$1,600,
- e. 26 HDMI Connection Cords - \$260,
- f. 21 monitors - \$6,300
- g. 21 DP connectors - \$170, and
- h. 50 USB pen drives - \$2,500.

3. Deadline for Expenditures and Invoices. Reimbursable expenditures under the Agreement must be incurred and invoiced to the City after March 3, 2021, and prior to December 1, 2022, unless this grant agreement is extended in writing by the City Council and Recipient.

4. Recipient Deliverables.

a. Not more than once every thirty days the Recipient shall send electronically to Accounting Supervisor, ap@ci.lake-forest-park.wa.us, its request for reimbursement of Funds expended per Section 2. Said invoices will document to the City's satisfaction the following:

- (i) the expense incurred and date of same (to include invoices, payroll backup, and any other documentation providing proof of the requested expense for reimbursement);
- (ii) how the expense qualifies for reimbursement under Section 2, above;
- (ii) how the expense qualifies for reimbursement under the Interim final rule from the Department of Treasury at 31 CFR Part 35 (see Exhibit A attached), or as later amended by the Department of Treasury; and
- (iii) the total amount of reimbursement to-date to Recipient under this Agreement.

b. Recipient agrees to submit to the City an IRS Form W-9 with its initial invoice.

c. Payments shall be processed within thirty days from receipt by the City of Recipient's invoice with associated documentation, and following mutual agreement that such documentation provides the appropriate backup for the requested reimbursement.

5. Source of Grant Funds. The Parties acknowledge that funding for this Agreement comes solely from payment made to the City from ARPA funds, and the City has no independent obligation to provide the Recipient with funds from any other source.

6. Amendments. The Parties acknowledge that the City's responsibilities and requirements for expenditure of the ARPA funds may change. Any changes or revisions that are applicable to this Agreement shall be incorporated by written amendment of this Agreement, following written notice by City to the Recipient.

7. Effective Date. The effective date of this Agreement shall be the date signed below by both Parties.

8. Nondiscrimination. During the performance of this Agreement, the Recipient shall comply with all federal and state nondiscrimination laws, including but not limited to, Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 *et seq.*, the Americans with Disabilities Act (ADA). In the event of the Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part.

9. Termination.

a. The City may terminate this Agreement for convenience upon providing seven (7) days written notice.

b. If the Recipient fails to fulfill its obligations under this Agreement, the City may terminate this Agreement for cause upon written notice to the Recipient specifying the reason for termination. The termination date shall be specified in the notice of termination. In the event Recipient fails to comply with its obligations, promises, and contract, as set forth in Sections 3 and 4, it shall be obligated to return any Funds received to the City.

10. Public Disclosure. All documents and records comprising the Agreement, and all other documents and records provided to the City by the Recipient are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Thus, the City may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Public Records Act or other laws applies.

11. Indemnification. The Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgements, or awards of damages, arising out of or in any way resulting from the acts or omissions of the Recipient, its directors, officers, employees or agents, relating in any way to the Recipient's performance under this Agreement. These Indemnification obligations shall survive the termination of this Agreement. The Recipient further agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to the Recipient's failure for any reason to comply with the terms of this Agreement.

12. Attorney Fees and Governing Law.

a. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of any attorney are retained, to interpret or enforce any provisions of this Agreement or with respect to any dispute relating to this Agreement, the

prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. The amount of such fees, costs, and expenses shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

b. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Washington and the venue will be in King County, Washington.

13. Entire Agreement. The Parties agree that this Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties.

14. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

15. Notices. Notices and other documentation to the City of Lake Forest Park shall be sent to the following address:

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


To the Recipient:


Beratta Gomillion, Executive Director
Center for Human Services
17018 15th Ave. NE
Shoreline, WA 98155

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

CITY OF LAKE FOREST PARK

RECIPIENT

By: 
Jeff Johnson, Mayor
Date: February 2, 2022

By: 
Printed Name: Beratta Gomillion
Title: Executive Director
Date: 2/15/22

exempt from the notice and comment requirements of the APA, Treasury is not required to conduct a regulatory flexibility analysis.

RULE TEXT

List of Subjects in 31 CFR Part 35
Executive compensation, State and Local Governments, Tribal Governments, Public health emergency.

For the reasons stated in the preamble, the United States Department of the Treasury amends 31 CFR part 35 as follows:

Part 35 - PANDEMIC RELIEF PROGRAMS

1. Amend Subpart A to read as follows:

Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

- Sec.
- 35.1 Purpose.
- 35.2 Applicability.
- 35.3 Definitions.
- 35.4 Reservation of authority, reporting.
- 35.5 Use of funds.
- 35.6 Eligible uses.
- 35.7 Pensions.
- 35.8 Tax.
- 35.9. Compliance with applicable laws.
- 35.10. Recoupment.
- 35.11 Payments to States.
- 35.12. Distributions to nonentitlement units of local government and units of general local government.

Authority: 42 U.S.C. 802(f); 42 U.S.C. 803(f)

§ 35.1 Purpose.

This part implements section 9901 of the American Rescue Plan Act (Subtitle M of Title IX of Public Law 117-2), which amends Title VI of the Social Security Act (42 U.S.C. 801 *et seq.*) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund.

§ 35.2 Applicability.

This part applies to states, territories, Tribal governments, metropolitan cities, nonentitlement units of local government, counties, and units of general local government that accept a payment or transfer of funds made under section 602 or 603 of the Social Security Act.

§ 35.3 Definitions.

Baseline means tax revenue of the recipient for its fiscal year ending in 2019, adjusted for inflation in each reporting year using the Bureau of Economic Analysis’s Implicit Price Deflator for the gross domestic product of the United States.

Capital expenditures has the same meaning given in 2 CFR 200.1.

County means a county, parish, or other equivalent county division (as defined by the Census Bureau).

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (Federal and State), workers’ compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

Covered change means a change in law, regulation, or administrative interpretation that reduces any tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase. A change in law includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute or rule if the phase-in or taking effect was not prescribed prior to the start of the covered period.

Covered period means, with respect to a state or territory, the period that:

(1) Begins on March 3, 2021; and

(2) Ends on the last day of the fiscal year of such State or territory in which all funds received by the State or territory from a payment made under section 602 or 603 of the Social Security Act have been expended or returned to, or recovered by, the Secretary.

COVID-19 means the Coronavirus Disease 2019.

COVID-19 public health emergency means the period beginning on January 27, 2020 and lasting until the termination of the national emergency concerning the COVID-19 outbreak declared pursuant to the National Emergencies Act (50 U.S.C. 1601 *et seq.*).

Deposit means an extraordinary payment of an accrued, unfunded liability. The term deposit does not refer to routine contributions made by an employer to pension funds as part of the employer’s obligations related to payroll, such as either a pension contribution consisting of a normal cost component related to current employees or a component addressing the amortization of unfunded liabilities calculated by reference to the employer’s payroll costs.

Eligible employer means an employer of an eligible worker who performs essential work.

Eligible workers means workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection,

and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home- and community-based health care or assistance with activities of daily living; family or childcare; social services work; public health work; vital services to Tribes; any work performed by an employee of a State, local, or Tribal government; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup work; work requiring physical interaction with patients; dental care work; transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment; work in a mortuary; and work in critical clinical research, development, and testing necessary for COVID-19 response.

(1) With respect to a recipient that is a metropolitan city, nonentitlement unit of local government, or county, workers in any additional non-public sectors as each chief executive officer of such recipient may designate as critical to protect the health and well-being of the residents of their metropolitan city, nonentitlement unit of local government, or county; or

(2) With respect to a State, territory, or Tribal government, workers in any additional non-public sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government.

Essential work means work that:

- (1) Is not performed while teleworking from a residence; and
- (2) Involves:

(i) Regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or

(ii) Regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work.

Funds means, with respect to a recipient, amounts provided to the recipient pursuant to a payment made under section 602(b) or 603(b) of the Social Security Act or transferred to the recipient pursuant to section 603(c)(4) of the Social Security Act.

General revenue means money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions and proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the Federal Government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General revenue also includes revenue from liquor stores that are owned and operated by state and local governments. General revenue does not include revenues from utilities, except recipients may choose to include revenue from utilities that are part of their own government as general revenue provided the recipient does so consistently over the remainder of the period of performance. Revenue from Tribal business enterprises must be included in general revenue.

Intergovernmental transfers means money received from other governments, including grants and shared taxes.

Low-income household means a household with:

(1) Income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the poverty guidelines published most recently by the Department of Health and Human Services; or

(2) Income at or below 40 percent of the Area Median Income for its county and size of household based on data published most recently by the Department of Housing and Urban Development.

Micro-business means a small business that has five or fewer employees, one or more of whom owns the small business.

Moderate-income household means a household with:

(1) Income at or below 300 percent of the Federal Poverty Guidelines for the size of its household based on poverty guidelines published most recently by the Department of Health and Human Services; or

(2) Income at or below 65 percent of the Area Median Income for its county and size of household based on data published most recently by the Department of Housing and Urban Development.

Metropolitan city has the meaning given that term in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)) and includes cities that relinquish or defer their status as a metropolitan city for purposes of receiving allocations under section 106 of such Act (42 U.S.C. 5306) for fiscal year 2021.

Net reduction in total spending is measured as the State or territory’s total spending for a given reporting year excluding its spending of funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis’s Implicit Price Deflator for the gross domestic product of the United States for that reporting year.

Nonentitlement unit of local government means a “city,” as that term is defined in section 102(a)(5) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(5)), that is not a metropolitan city.

Nonprofit means a nonprofit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) or 501(c)(19) of the Internal Revenue Code.

Obligation means an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.

Pension fund means a defined benefit plan and does not include a defined contribution plan.

Period of performance means the time period described in § 35.5 during which a recipient may obligate and expend funds in accordance with sections 602(c)(1) and 603(c)(1) of the Social Security Act and this subpart.

Premium pay means an amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency. Such amount may not exceed \$25,000 in total over the period of performance with respect to any single eligible worker. Premium pay may be awarded to non-hourly and part-time eligible workers performing essential work. Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is:

(1) With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to \$13 per hour with no reduction, substitution, offset, or other diminishment of the eligible worker's previous, current, or prospective wages or remuneration; or

(2) With regard to work that the eligible worker continues to perform, pay of up to \$13 per hour that is in addition to the eligible worker's regular rate of wages or remuneration, with no

reduction, substitution, offset, or other diminishment of the worker’s current and prospective wages or remuneration.

Qualified census tract has the same meaning given in 26 U.S.C. 42(d)(5)(B)(ii)(I).

Recipient means a State, territory, Tribal government, metropolitan city, nonentitlement unit of local government, county, or unit of general local government that receives a payment made under section 602(b) or 603(b) of the Social Security Act or transfer pursuant to section 603(c)(4) of the Social Security Act.

Reporting year means a single year or partial year within the covered period, aligned to the current fiscal year of the State or territory during the covered period.

Secretary means the Secretary of the Treasury.

State means each of the 50 States and the District of Columbia.

Small business means a business concern or other organization that:

(1) Has no more than 500 employees or, if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and

(2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632).

Tax revenue means revenue received from a compulsory contribution that is exacted by a government for public purposes excluding refunds and corrections and, for purposes of § 35.8, intergovernmental transfers. Tax revenue does not include payments for a special privilege granted or service rendered, employee or employer assessments and contributions to finance retirement and social insurance trust systems, or special assessments to pay for capital improvements.

Territory means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, or American Samoa.

Title I eligible schools means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

Tribal enterprise means a business concern:

(1) That is wholly owned by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments; or

(2) That is owned in part by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments, if all other owners are either United States citizens or small business concerns, as these terms are used and consistent with the definitions in 15 U.S.C. 657a(b)(2)(D).

Tribal government means the recognized governing body of any Indian or Alaska Native Tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published on January 29, 2021, pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).

Unemployment rate means the U-3 unemployment rate provided by the Bureau of Labor Statistics as part of the Local Area Unemployment Statistics program, measured as total unemployment as a percentage of the civilian labor force.

Unemployment trust fund means an unemployment trust fund established under section 904 of the Social Security Act (42 U.S.C. 1104).

Unit of general local government has the meaning given to that term in section 102(a)(1) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(1)).

§ 35.4 Reservation of authority, reporting.

(a) *Reservation of authority.* Nothing in this part shall limit the authority of the Secretary to take action to enforce conditions or violations of law, including actions necessary to prevent evasions of this subpart.

(b) *Extensions or accelerations of timing.* The Secretary may extend or accelerate any deadline or compliance date of this part, including reporting requirements that implement this subpart, if the Secretary determines that such extension or acceleration is appropriate. In determining whether an extension or acceleration is appropriate, the Secretary will consider the period of time that would be extended or accelerated and how the modified timeline would facilitate compliance with this subpart.

(c) *Reporting and requests for other information.* During the period of performance, recipients shall provide to the Secretary periodic reports providing detailed accounting of the uses of funds, modifications to a State or Territory’s tax revenue sources, and such other information as the Secretary may require for the administration of this section. In addition to regular reporting requirements, the Secretary may request other additional information as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of this subpart. False statements or claims made to the Secretary may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in Federal awards or contracts, and/or any other remedy available by law.

§ 35.5 Use of funds.

(a) *In general.* A recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable.

(b) *Costs incurred.* A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

(c) *Return of funds.* A recipient must return any funds not obligated by December 31, 2024. A recipient must also return funds obligated by December 31, 2024 but not expended by December 31, 2026.

§ 35.6 Eligible uses.

(a) *In general.* Subject to §§ 35.7 and 35.8, a recipient may use funds for one or more of the purposes described in paragraphs (b) through (f) of this section.

(b) *Responding to the public health emergency or its negative economic impacts.* A recipient may use funds to respond to the public health emergency or its negative economic impacts if the use meets the criteria provided in subparagraph (b)(1) or is enumerated in subparagraph (b)(3); provided that, in the case of a use of funds for a capital expenditure under subparagraph (b)(1) or (b)(3), the use of funds must also meet the criteria provided in subparagraph (b)(4). Treasury may also articulate additional eligible programs, services, or

capital expenditures from time to time that satisfy the eligibility criteria of this paragraph (b), which shall be eligible under this paragraph (b).

(1) Identifying eligible responses to the public health emergency or its negative economic impacts.

(i) A program, service, or capital expenditure is eligible under this subparagraph (1) if a recipient identifies a harm or impact to a beneficiary or class of beneficiaries caused or exacerbated by the public health emergency or its negative economic impacts and the program, service, or capital expenditure responds to such harm.

(ii) A program, service, or capital expenditure responds to a harm or impact experienced by an identified beneficiary or class of beneficiaries if it is reasonably designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and is related and reasonably proportional to the extent and type of harm or impact experienced.

(2) Identified harms: presumptions of impacted and disproportionately impacted beneficiaries. A recipient may rely on the following presumptions to identify beneficiaries presumptively impacted or disproportionately impacted by the public health emergency or its negative economic impacts for the purpose of providing a response under subparagraph (b)(1) or (b)(3):

(i) Households or populations that experienced unemployment; experienced increased food or housing insecurity; qualify for the Children’s Health Insurance Program (42 U.S.C. 1397aa *et seq.*), Childcare Subsidies through the Child Care and Development Fund Program (42 U.S.C. 9857 *et seq.* and 42 U.S.C. 618), or Medicaid (42 U.S.C. 1396 *et seq.*); if funds are to be used for affordable housing programs, qualify for the National Housing Trust Fund (12 U.S.C. 4568) or the Home Investment Partnerships Program (42 U.S.C. 12721 *et seq.*); if funds are to be

used to address impacts of lost instructional time for students in kindergarten through twelfth grade, any student who did not have access to in-person instruction for a significant period of time; and low- and moderate-income households and populations are presumed to be impacted by the public health emergency or its negative economic impacts;

(ii) The general public is presumed to be impacted by the public health emergency for the purposes of providing the uses set forth in subparagraphs (b)(3)(i)(A) and (b)(3)(i)(C); and

(iii) The following households, communities, small businesses, and nonprofit organizations are presumed to be disproportionately impacted by the public health emergency or its negative economic impacts:

(A) Households and populations residing in a qualified census tract; households and populations receiving services provided by Tribal governments; households and populations residing in the territories; households and populations receiving services provided by territorial governments; low-income households and populations; households that qualify for Temporary Assistance for Needy Families (42 U.S.C. 601 *et seq.*), the Supplemental Nutrition Assistance Program (7 U.S.C. 2011 *et seq.*), Free and Reduced Price School Lunch and/or Breakfast programs (42 U.S.C. 1751 *et seq.* and 42 U.S.C. 1773), Medicare Part D Low-income Subsidies (42 U.S.C. 1395w-114), Supplemental Security Income (42 U.S.C. 1381 *et seq.*), Head Start (42 U.S.C. 9831 *et seq.*), Early Head Start (42 U.S.C. 9831 *et seq.*), the Special Supplemental Nutrition Program for Women, Infants, and Children (42 U.S.C. 1786), Section 8 Vouchers (42 U.S.C. 1437f), the Low-Income Home Energy Assistance Program (42 U.S.C. 8621 *et seq.*), Pell Grants (20 U.S.C. 1070a), and, if SLFRF funds are to be used for services to address educational disparities, Title I eligible schools;

(B) Small businesses operating in a qualified census tract, operated by Tribal governments or on Tribal lands, or operating in the territories; and

(C) Nonprofit organizations operating in a qualified census tract, operated by Tribal governments or on Tribal lands, or operating in the territories.

(3) *Enumerated eligible uses: responses presumed reasonably proportional.* A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes unless such use is grossly disproportionate to the harm caused or exacerbated by the public health emergency or its negative economic impacts:

(i) Responding to the public health impacts of the public health emergency for purposes including:

(A) COVID-19 mitigation and prevention in a manner that is consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including vaccination programs and incentives; testing programs; contact tracing; isolation and quarantine; mitigation and prevention practices in congregate settings; acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment; COVID-19 prevention and treatment expenses for public hospitals or health care facilities, including temporary medical facilities; establishing or enhancing public health data systems; installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities; and assistance to small businesses, nonprofits, or impacted industries to implement mitigation measures;

(B) Medical expenses related to testing and treating COVID-19 that are provided in a manner consistent with recommendations and guidance from the Centers for Disease Control and

Prevention, including emergency medical response expenses, treatment of long-term symptoms or effects of COVID-19, and costs to medical providers or to individuals for testing or treating COVID-19;

(C) Behavioral health care, including prevention, treatment, emergency or first-responder programs, harm reduction, supports for long-term recovery, and behavioral health facilities and equipment; and

(D) Preventing and responding to increased violence resulting from the public health emergency, including community violence intervention programs, or responding to increased gun violence resulting from the public health emergency, including payroll and covered benefits associated with community policing strategies; enforcement efforts to reduce gun violence; and investing in technology and equipment;

(ii) Responding to the negative economic impacts of the public health emergency for purposes including:

(A) Assistance to households and individuals, including:

(1) Assistance for food; emergency housing needs; burials, home repairs, or weatherization; internet access or digital literacy; cash assistance; and assistance accessing public benefits;

(2) Paid sick, medical, or family leave programs, or assistance to expand access to health insurance;

(3) Childcare, early learning services, home visiting, or assistance for child welfare-involved families or foster youth;

(4) Programs to address the impacts of lost instructional time for students in kindergarten through twelfth grade;

(5) Development, repair, and operation of affordable housing and services or programs to increase long-term housing security;

(6) Financial services that facilitate the delivery of Federal, State, or local benefits for unbanked and underbanked individuals;

(7) Benefits for the surviving family members of individuals who have died from COVID-19, including cash assistance to surviving spouses or dependents of individuals who died of COVID-19;

(8) Assistance for individuals who want and are available for work, including those who are unemployed, have looked for work sometime in the past 12 months, who are employed part time but who want and are available for full-time work, or who are employed but seeking a position with greater opportunities for economic advancement;

(9) Facilities and equipment related to the provision of services to households provided in subparagraphs (b)(3)(ii)(A)(1)-(8);

(10) The following expenses related to Unemployment Trust Funds:

(i) Contributions to a recipient Unemployment Trust Fund and repayment of principal amounts due on advances received under Title XII of the Social Security Act (42 U.S.C. § 1321) up to an amount equal to (a) the difference between the balance in the recipient’s Unemployment Trust Fund as of January 27, 2020 and the balance of such account as of May 17, 2021 plus (b) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021; provided that if a recipient repays principal on Title XII advances or makes a contribution to an Unemployment Trust Fund after **INSERT**

EFFECTIVE DATE], such recipient shall not reduce average weekly benefit amounts or maximum benefit entitlements prior to December 31, 2024; and

(ii) any interest due on such advances received under Title XII of the Social Security Act (42 U.S.C. § 1321); and

(11) A program, service, capital expenditure, or other assistance that is provided to a disproportionately impacted household, population, or community, including:

(i) Services to address health disparities of the disproportionately impacted household, population, or community;

(ii) Housing vouchers and relocation assistance;

(iii) Investments in communities to promote improved health outcomes and public safety such as parks, recreation facilities, and programs that increase access to healthy foods;

(iv) Capital expenditures and other services to address vacant or abandoned properties;

(v) Services to address educational disparities; and

(vi) Facilities and equipment related to the provision of these services to the disproportionately impacted household, population, or community.

(B) Assistance to small businesses, including:

(1) Programs, services, or capital expenditures that respond to the negative economic impacts of the COVID-19 public health emergency, including loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, or providing technical assistance; and

(2) A program, service, capital expenditure, or other assistance that responds to disproportionately impacted small businesses, including rehabilitation of commercial properties; storefront and façade improvements; technical assistance, business incubators, and grants for

start-ups or expansion costs for small businesses; and programs or services to support micro-businesses;

(C) Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance;

(D) Assistance to tourism, travel, hospitality, and other impacted industries for programs, services, or capital expenditures, including support for payroll costs and covered benefits for employees, compensating returning employees, support for operations and maintenance of existing equipment and facilities, and technical assistance; and

(E) Expenses to support public sector capacity and workforce, including:

(1) Payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees to the extent that the employee’s time is spent mitigating or responding to the COVID-19 public health emergency;

(2) Payroll, covered benefit, and other costs associated with programs or services to support the public sector workforce and with the recipient:

(i) Hiring or rehiring staff to fill budgeted full-time equivalent positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021; or

(ii) Increasing the number of its budgeted full-time equivalent employees by up to the difference between the number of its budgeted full-time equivalent employees on January 27, 2020, multiplied by 1.075, and the number of its budgeted full-time equivalent employees on March 3, 2021, provided that funds shall only be used for additional budgeted full-time equivalent employees above the recipient’s number of budgeted full-time equivalent employees as of March 3, 2021;

(3) Costs to improve the design and execution of programs responding to the COVID-19 pandemic and to administer or improve the efficacy of programs addressing the public health emergency or its negative economic impacts; and

(4) Costs associated with addressing administrative needs of recipient governments that were caused or exacerbated by the pandemic.

(4) *Capital expenditures.* A recipient, other than a Tribal government, must prepare a written justification for certain capital expenditures according to **Table []**. Such written justification must include the following elements:

- (i) Describe the harm or need to be addressed;
- (ii) Explain why a capital expenditure is appropriate; and
- (iii) Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior.

Table []

If a project has total expected capital expenditures of	and the use is enumerated in (b)(3), then	and the use is not enumerated in (b)(3), then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

(c) *Providing premium pay to eligible workers.* A recipient may use funds to provide premium pay to eligible workers of the recipient who perform essential work or to provide grants to eligible employers that have eligible workers who perform essential work, provided that any premium pay or grants provided under this paragraph (c) must respond to eligible workers performing essential work during the COVID-19 public health emergency. A recipient uses premium pay or grants provided under this paragraph (c) to respond to eligible workers performing essential work during the COVID-19 public health emergency if:

(1) The eligible worker’s total wages and remuneration, including the premium pay, is less than or equal to 150 percent of the greater of such eligible worker’s residing State’s or county’s average annual wage for all occupations as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics;

(2) The eligible worker is not exempt from the Fair Labor Standards Act overtime provisions (29 U.S.C. 207); or

(3) The recipient has submitted to the Secretary a written justification that explains how providing premium pay to the eligible worker is responsive to the eligible worker performing essential work during the COVID-19 public health emergency (such as a description of the eligible workers’ duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive despite the worker’s higher income).

(d) *Providing government services.* A recipient may use funds for the provision of government services to the extent of the reduction in the recipient’s general revenue due to the public health emergency, calculated according to this paragraph (d). A recipient must make a one-time election to calculate the amount of the reduction in the recipient’s general revenue due to the public health emergency according to either paragraph (d)(1) or (d)(2) of this section:

(1) *Standard allowance.* The reduction in the recipient’s general revenue due to the public health emergency over the period of performance will be deemed to be ten million dollars; or

(2) *Formula.* The reduction in the recipient’s general revenue due to the public health emergency over the period of performance equals the sum of the reduction in revenue, calculated as of each date identified in paragraph (d)(2)(i) of this section and according to the formula in paragraph (d)(2)(ii) of this section:

(i) A recipient must make a one-time election to calculate the reduction in its general revenue using information as of either:

(A) December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023; or

(B) The last day of each of the recipient’s fiscal years ending in 2020, 2021, 2022, and 2023.

(ii) A reduction in a recipient's general revenue for each date identified in paragraph (d)(2)(i) equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{(n/12)}] - \text{Actual General Revenue}; 0 \}$$

Where:

(A) Base Year Revenue is the recipient’s general revenue for the most recent full fiscal year prior to the COVID–19 public health emergency;

(B) Growth Adjustment is equal to the greater of 5.2 percent (or 0.052) and the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID–19 public health emergency;

(C) n equals the number of months elapsed from the end of the base year to the calculation date;

(D) Subscript t denotes the specific calculation date; and

(E) Actual General Revenue is a recipient's actual general revenue collected during the 12-month period ending on each calculation date identified in paragraph (d)(2)(i), except:

(1) For purposes of all calculation dates on or after [INSERT EFFECTIVE DATE], in the case of any change made after January 6, 2022 to any law, regulation, or administrative interpretation that reduces any tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase and that the recipient assesses has had the effect of decreasing the amount of tax revenue collected during the 12-month period ending on the calculation date relative to the amount of tax revenue that would have been collected in the absence of such change, the recipient must add to actual general revenue the amount of such decrease in tax revenue;

(2) For purposes of any calculation date on or after [INSERT EFFECTIVE DATE], in the case of any change made after January 6, 2022 to any law, regulation, or administrative interpretation that increases any tax (by providing for an increase in a rate, the reduction of a rebate, a deduction, or a credit, or otherwise) or accelerates the imposition of any tax or tax increase and that the recipient assesses has had the effect of increasing the amount of tax revenue collected during the 12-month period ending on the calculation date relative to the amount of tax revenue that would have been collected in the absence of such change, the recipient must subtract from actual general revenue the amount of such increase in tax revenue; and

(3) If the recipient makes a one-time election to adjust general revenue to reflect tax changes made during the period beginning on January 27, 2020 and ending on January 6, 2022, for purposes of each calculation date identified in paragraph (d)(2)(i) of this section:

(i) In the case of any change made during such prior period to any law, regulation, or administrative interpretation that reduces any tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase and that the recipient assesses has had the effect of decreasing the amount of tax revenue collected during the 12-month period ending on the calculation date relative to the amount of tax revenue that would have been collected in the absence of such change, the recipient must add to actual general revenue the amount of such decrease in tax revenue; and

(ii) In the case of any change made during such prior period to any law, regulation, or administrative interpretation that increases any tax (by providing for an increase in a rate, the reduction of a rebate, a deduction, or a credit, or otherwise) or accelerates the imposition of any tax or tax increase and that the recipient assesses has had the effect of increasing the amount of tax revenue collected during the 12-month period ending on the calculation date relative to the amount of tax revenue that would have been collected in the absence of such change, the recipient must subtract from actual general revenue the amount of such increase in tax revenue; and

(4) With respect to any calculation date during the period beginning on January 6, 2022 and ending on March 31, 2022, if the recipient makes the election in paragraph (3), the recipient must also make the adjustments referenced in paragraph (3) with respect to any such changes in law, regulation, or administrative interpretation during the period beginning on January 6, 2022 and ending on such calculation date.

(e) *Making necessary investments in water, sewer, and broadband infrastructure.* A recipient may use funds to make the following investments in water, sewer, and broadband infrastructure.

(1) *Water and sewer investments.*

(i) *Clean Water State Revolving Fund projects.* Projects or activities of the type that meet the eligibility requirements of section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c));

(ii) *Additional stormwater projects.* Projects to manage, reduce, treat, or recapture stormwater or subsurface drainage water regardless of whether such projects would improve water quality if such projects would otherwise meet the eligibility requirements of section 603(c)(5) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)(5));

(iii) *Drinking Water State Revolving Fund projects.* Projects or activities of the type that meet the eligibility requirements of section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) as implemented by the regulations adopted by the Environmental Protection Agency (EPA) under 40 CFR § 35.3520, provided that:

(A) The recipient is not required to comply with the limitation under 40 CFR § 35.3520(c)(2) to acquisitions of land from willing sellers or the prohibition under 40 CFR § 35.3520(e)(6) on uses of funds for certain Tribal projects; and

(B) In the case of lead service line replacement projects, the recipient must replace the full length of the service line and may not replace only a partial portion of the service line.

(iv) *Additional lead remediation and household water quality testing.* Projects or activities to address lead in drinking water or provide household water quality testing that are within the scope of the programs the EPA is authorized to establish under sections 1459A(b)(2),

1459B(b)(1), 1464(d)(2), and 1465 of the Safe Drinking Water Act (42 U.S.C. 300j-19a(b)(2), 300j-19b(b)(1), 300j-24(d)(2), and 300j-25), provided that:

(A) In the case of lead service line replacement projects, the recipient must replace the full length of the service line and may not replace only a partial portion of the service line; and

(B) In the case of projects within the scope of the program the EPA is authorized to establish under section 1459B(b)(1) of the Safe Drinking Water Act, the recipient may determine the income eligibility of homeowners served by lead service line replacement projects in its discretion.

(v) *Drinking water projects to support increased population.* Projects of the type that meet the eligibility requirements of 40 CFR § 35.3520 other than the requirement of subparagraph (b)(1) of such regulation to address present or prevent future violations of health-based drinking water standards, if the following conditions are met:

(A) The project is needed to support increased population, with need assessed as of the time the project is undertaken;

(B) The project is designed to support no more than a reasonable level of projected increased need, whether due to population growth or otherwise;

(C) The project is a cost-effective means for achieving the desired level of service; and

(D) The project is projected to continue to provide an adequate level of drinking water over its estimated useful life.

(vi) *Dams and reservoirs.* Rehabilitation of dams and reservoirs if the following conditions are met:

(A) The project meets the requirements of 40 CFR § 35.3520 other than the following requirements:

(1) The prohibition on the rehabilitation of dams and reservoirs in subparagraphs (e)(1) and (e)(3) of 40 CFR § 35.3520; and

(2) The requirement in subparagraph (b)(1) of 40 CFR § 35.3520 that the project is needed to address present or prevent future violations of health-based drinking water standards, provided that if the dam or reservoir project does not meet this requirement, the project must be needed to support increased population, with need assessed as of the time the project is undertaken, and the project must be projected to continue to provide an adequate level of drinking water over its estimated useful life;

(B) The primary purpose of the dam or reservoir is for drinking water supply;

(C) The project is needed for the provision of drinking water supply, with need assessed as of the time the project is initiated;

(D) The project is designed to support no more than a reasonable level of projected increased need, whether due to population growth or otherwise; and

(E) The project is a cost-effective means for achieving the desired level of service.

(vii) *Private wells.* Rehabilitation of private wells, testing initiatives to identify contaminants in private wells, and treatment activities and remediation projects that address contamination in private wells, if the project meets the requirements of 40 CFR § 35.3520 other than the limitation to certain eligible systems under paragraph (a) of 40 CFR § 35.3520.

(2) *Broadband investments.*

(i) *General.* Broadband infrastructure if the following conditions are met:

(A) The broadband infrastructure is designed to provide service to households and businesses with an identified need, as determined by the recipient, for such infrastructure;

(B) The broadband infrastructure is designed to, upon completion:

(1) Reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds;
or

(2) In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, to provide service reliably meeting or exceeding symmetrical 100 Mbps download speed and upload speeds:

(i) Reliably meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed; and

(ii) Be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed;
and

(C) The service provider for a completed broadband infrastructure investment project that provides service to households is required, for as long as the SLFRF-funded broadband infrastructure is in use, by the recipient to:

(1) Participate in the Federal Communications Commission’s Affordable Connectivity Program (ACP) through the lifetime of the ACP; or

(2) Otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP through the lifetime of the ACP.

(ii) *Cybersecurity infrastructure investments.* Cybersecurity infrastructure investments that are designed to improve the reliability and resiliency of new and existing broadband infrastructure. Such investments may include the addition or modernization of network security hardware and software tools designed to strengthen cybersecurity for the end-users of these networks.

(f) *Meeting the non-federal matching requirements for Bureau of Reclamation projects.*

A recipient may use funds to meet the non-federal matching requirements of any authorized Bureau of Reclamation project.

§ 35.7 Pensions.

A recipient (other than a Tribal government) may not use funds for deposit into any pension fund.

§ 35.8 Tax.

(a) *Restriction.* A State or Territory shall not use funds to either directly or indirectly offset a reduction in the net tax revenue of the State or Territory resulting from a covered change during the covered period.

(b) *Violation.* Treasury will consider a State or Territory to have used funds to offset a reduction in net tax revenue if, during a reporting year:

(1) *Covered change.* The State or Territory has made a covered change that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of reducing tax revenue relative to current law;

(2) *Exceeds the de minimis threshold.* The aggregate amount of the measured or predicted reductions in tax revenue caused by covered changes identified under paragraph (b)(1) of this section, in the aggregate, exceeds 1 percent of the State's or Territory's baseline;

(3) *Reduction in net tax revenue.* The State or Territory reports a reduction in net tax revenue, measured as the difference between actual tax revenue and the State's or Territory's baseline, each measured as of the end of the reporting year; and

(4) *Consideration of other changes.* The aggregate amount of measured or predicted reductions in tax revenue caused by covered changes is greater than the sum of the following, in each case, as calculated for the reporting year:

(i) The aggregate amount of the expected increases in tax revenue caused by one or more covered changes that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of increasing tax revenue; and

(ii) Reductions in spending, up to the amount of the State's or Territory's net reduction in total spending, that are in:

(A) Departments, agencies, or authorities in which the State or Territory is not using funds; and

(B) Departments, agencies, or authorities in which the State or Territory is using funds, in an amount equal to the value of the spending cuts in those departments, agencies, or authorities, minus funds used.

(c) *Amount and revenue reduction cap.* If a State or Territory is considered to be in violation pursuant to paragraph (b) of this section, the amount used in violation of paragraph (a) of this section is equal to the lesser of:

(1) The reduction in net tax revenue of the State or Territory for the reporting year, measured as the difference between the State’s or Territory’s baseline and its actual tax revenue, each measured as of the end of the reporting year; and,

(2) The aggregate amount of the reductions in tax revenues caused by covered changes identified in paragraph (b)(1) of this section, minus the sum of the amounts in identified in paragraphs (b)(4)(i) and (ii).

§ 35.9. Compliance with applicable laws.

A recipient must comply with all other applicable Federal statutes, regulations, and executive orders, and a recipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.

§ 35.10. Recoupment.

(a) *Identification of violations – (1) In general.* Any amount used in violation of § 35.5, § 35.6, or § 35.7 may be identified at any time prior to December 31, 2026.

(2) *Annual reporting of amounts of violations.* On an annual basis, a recipient that is a State or territory must calculate and report any amounts used in violation of § 35.8.

(b) *Calculation of amounts subject to recoupment – (1) In general.* Except as provided in paragraph (b)(2) of this section, the Secretary will calculate any amounts subject to recoupment resulting from a violation of §35.5, § 35.6 or § 35.7 as the amounts used in violation of such restrictions.

(2) *Violations of § 35.8.* The Secretary will calculate any amounts subject to recoupment resulting from a violation of § 35.8, equal to the lesser of:

- (i) The amount set forth in § 35.8(c); and,
- (ii) The amount of funds received by such recipient.

(c) *Initial notice.* If the Secretary calculates an amount subject to recoupment under paragraph (b) of this section, Treasury will provide the recipient an initial written notice of the amount subject to recoupment along with an explanation of such amounts.

(d) *Request for reconsideration.* Unless the Secretary extends or accelerates the time period, within 60 calendar days of receipt of an initial notice of recoupment provided under paragraph (c) of this section, a recipient may submit a written request to the Secretary requesting reconsideration of any amounts subject to recoupment under paragraph (b) of this section. To request reconsideration of any amounts subject to recoupment, a recipient must submit to the Secretary a written request that includes:

- (1) An explanation of why the recipient believes all or some of the amount should not be subject to recoupment; and
- (2) A discussion of supporting reasons, along with any additional information.

(e) *Final amount subject to recoupment.* Unless the Secretary extends or accelerates the time period, within 60 calendar days of receipt of the recipient's request for reconsideration provided pursuant to paragraph (d) of this section or the expiration of the period for requesting reconsideration provided under paragraph (d), the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided. A recipient must invoke and exhaust the procedures available under this subpart prior to seeking judicial review of a decision under §35.10.

(f) *Repayment of funds.* Unless the Secretary extends or accelerates the time period, a recipient shall repay to the Secretary any amounts subject to recoupment in accordance with instructions provided by the Secretary:

(1) Within 120 calendar days of receipt of the notice of recoupment provided under paragraph (c) of this section, in the case of a recipient that does not submit a request for reconsideration in accordance with the requirements of paragraph (d) of this section; or

(2) Within 120 calendar days of receipt of the Secretary’s decision under paragraph (e) of this section, in the case of a recipient that submits a request for reconsideration in accordance with the requirements of paragraph (d) of this section.

(g) *Other remedial actions.* Prior to seeking recoupment or taking other appropriate action pursuant to paragraph (c), (d), (e), or (f) of this section, the Secretary may notify the recipient of potential violations and provide the recipient an opportunity for informal consultation and remediation.

§ 35.11 Payments to States.

(a) *In general.* With respect to any State or Territory that has an unemployment rate as of the date that it submits an initial certification for payment of funds pursuant to section 602(d)(1) of the Social Security Act that is less than two percentage points above its unemployment rate in February 2020, the Secretary will withhold 50 percent of the amount of funds allocated under section 602(b) of the Social Security Act to such State or territory until at least May 10, 2022 and not more than twelve months from the date such initial certification is provided to the Secretary.

(b) *Payment of withheld amount.* In order to receive the amount withheld under paragraph (a) of this section, the State or Territory must submit to the Secretary the following information:

(1) A certification, in the form provided by the Secretary, that such State or Territory requires the payment to carry out the activities specified in section 602(c) of the Social Security Act and will use the payment in compliance with section 602(c) of the Social Security Act; and

(2) Any reports required to be filed by that date pursuant to this part that have not yet been filed.

§ 35.12. Distributions to nonentitlement units of local government and units of general local government.

(a) *Nonentitlement units of local government.* Each State or Territory that receives a payment from the Secretary pursuant to section 603(b)(2)(B) of the Social Security Act shall distribute the amount of the payment to nonentitlement units of local government in such State or Territory in accordance with the requirements set forth in section 603(b)(2)(C) of the Social Security Act and without offsetting any debt owed by such nonentitlement units of local governments against such payments.

(b) *Budget cap.* A State or Territory may not make a payment to a nonentitlement unit of local government pursuant to section 603(b)(2)(C) of the Social Security Act and paragraph (a) of this section in excess of the amount equal to 75 percent of the most recent budget for the nonentitlement unit of local government as of January 27, 2020. For purposes of this section 35.12, a nonentitlement unit of local government’s most recent budget shall mean the nonentitlement unit of local government’s total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020. A State or Territory shall permit a nonentitlement unit of local government without a formal budget as of January 27, 2020, to provide a certification from an authorized officer of the nonentitlement unit of local government

of its most recent annual expenditures as of January 27, 2020, and a State or Territory may rely on such certification for purposes of complying with this section 35.12.

(c) *Units of general local government.* Each State or Territory that receives a payment from the Secretary pursuant to section 603(b)(3)(B)(ii) of the Social Security Act, in the case of an amount to be paid to a county that is not a unit of general local government, shall distribute the amount of the payment to units of general local government within such county in accordance with the requirements set forth in section 603(b)(3)(B)(ii) of the Social Security Act and without offsetting any debt owed by such units of general local government against such payments.

(d) *Additional conditions.* A State or Territory may not place additional conditions or requirements on distributions to nonentitlement units of local government or units of general local government beyond those required by section 603 of the Social Security Act or this subpart.

Dated:

Jacob Leibenluft,
Chief Recovery Officer.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date June 22, 2023

Originating Department Executive Department

Contact Person Phillip Hill, City Administrator or Lindsey Vaughn, Finance Director

Title Resolution 23-1905/Addendum to Grant Agreement Between Lake Forest Park and Hopelink for American Rescue Plan Act Funds

Legislative History

- October 14, 2021, City Council Meeting Work Session - Introduction/Discussion
- January 13, 2022, City Council Regular Meeting – Contract Introduction
- January 27, 2022, City Council Regular Meeting – Action
- June 22, 2023, City Council Regular Meeting Introduction/Discussion of Addendum

Attachments:

1. Resolution 23-1905/Authorizing the Mayor to Sign the Addendum to the American Rescue Plan Act (ARPA) Grant Agreement between the City and Hopelink
2. Addendum to ARPA Grant Agreement with Hopelink (Attachment A to Resolution 23-1905)
3. ARPA Contract for Hopelink AG-22-003

Executive Summary

City Council adopted final contracts for the American Rescue Plan Act on January 27, 2022. An addendum to the Hopelink ARPA contract is proposed to accomplish one necessary change to the original contract under section 3 to extend the deadline for expenditures and invoices through December 1, 2023, from December 1, 2022.

Background

The Coronavirus Local Fiscal Recovery Fund provided \$19.53 billion to support non-entitlement units of local government (NEUs), which are local governments typically serving a population under 50,000.

The U.S. Department of the Treasury (Treasury) makes payments to states and territories, which distribute amounts to eligible NEUs in their jurisdiction in accordance with the guidelines established by Treasury.

The Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with substantial resources to meet pandemic response needs and rebuild a stronger and more equitable economy as the country recovers. Recipients may use these funds to:

- Support public health expenditures by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
- Address negative economic impacts caused by the public health emergency, including economic harm to workers, households, small businesses, impacted industries, and the public sector.
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
- Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors.
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and expand access to broadband internet.

Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

Fiscal & Policy Implications

Hopelink submitted a final fourth quarter payment after the stated deadline in the original contract. The intent of the proposed addendum is that the City will be able to pay the outstanding fourth quarter invoice.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	<p>Adopt the proposed addendum to the Hopelink Contract</p>
<ul style="list-style-type: none"> • Do not approve 	<p>The original contract would stand, and Hopelink’s final payment request will remain outstanding</p>

Staff Recommendation

Consider adoption of Resolution 23-1905, approving the attached requested addendum for the Hopelink ARPA Contract AG-22-003.

RESOLUTION NO. 23-1205

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE ADDENDUM TO THE AMERICAN RESCUE PLAN ACT GRANT AGREEMENT BETWEEN THE CITY AND HOPELINK

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) was signed into law on March 11, 2021, and its funds are intended to provide financial support in responding to the impacts of the COVID-19 pandemic; and

WHEREAS, ARPA financial support includes funds for tax exempt nonprofit organizations and small businesses (less than 500 employees and a small business concern under the Small Business Act) that have experienced lost revenue and increased costs as a result of the COVID-19 pandemic; and

WHEREAS, the City of Lake Forest Park (“City”) has been awarded ARPA funds for 2021 and 2022 of approximately \$3.7 million dollars to be allocated by December 31, 2024 and fully expended by December 31, 2026; and

WHEREAS, the City entered into a grant agreement for ARPA funds with Hopelink in January of 2022, AG-22-003 (the “Agreement”); and

WHEREAS, an addendum to the Agreement is proposed to extend the deadline to December 1, 2023; and

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

Section 1. AGREEMENT APPROVAL . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the addendum to the ARPA grant agreement between the City and Hopelink, attached hereto as Attachment A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, 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 _____ , 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: June 16, 2023
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1905

ADDENDUM TO
GRANT AGREEMENT BETWEEN THE CITY OF LAKE FOREST PARK
AND HOPELINK
FOR AMERICAN RESCUE PLAN ACT FUNDS

This Addendum to the Grant Agreement Between the City of Lake Forest Park and the Hopelink For American Rescue Plan Act Funds, dated March 7, 2022, AG-22-003, (hereafter, the Agreement) is made in consideration of mutual benefits; according to the terms and conditions specified below pursuant to Section 6 of the Agreement.

A. Section 3. of the Agreement is amended as follows:

3. Deadline for Expenditures and Invoices. Reimbursable expenditures under the Agreement must be incurred and invoiced to the City after March 3, 2021, and prior to December 1, 2023, unless this grant agreement is extended in writing by the City Council and Recipient.

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

CITY OF LAKE FOREST PARK

RECIPIENT

By: _____
Jeff Johnson, Mayor

By: _____
Printed Name: _____

Date: _____

Title: _____
Date: _____

AG-22-003

GRANT AGREEMENT BETWEEN
THE CITY OF LAKE FOREST PARK AND HOPELINK
FOR AMERICAN RESCUE PLAN ACT FUNDS

This Grant Agreement Between the City of Lake Forest Park and Hopelink For American Rescue Plan Act Funds (the "Agreement") is made this 27th day of January, 2022 by and between the City of Lake Forest Park, a Washington municipal corporation ("the City") and Hopelink, a 501c-3 Organization ("Hopelink" and "Recipient"), collectively referred to as the "Parties."

RECITALS

A. On March 5, 2020, the Lake Forest Park City Council declared a public health emergency in Lake Forest Park arising from the COVID-19 pandemic. Since then, the disease has impacted every part of life in the City. Social distancing became a necessity, businesses closed, schools transitioned to and from remote education, travel was sharply reduced, and many lost their jobs.

B. The City recognizes that one of its essential functions is to secure the health and welfare of Lake Forest Park's citizens, and disperse when able, resources necessary to help individuals, nonprofits and small businesses survive.

C. The City has been awarded Fiscal Recovery Funds through the American Rescue Plan Act ("ARPA") signed into law on March 11, 2021. The Funds are intended to provide support to local communities responding to the impacts of COVID-19.

D. Hopelink is a §501(c)(3) nonprofit organization under the Internal Revenue Code working to end poverty in the community through programs that provide stability, skills and knowledge needed to exit poverty. Hopelink's services include, but are not limited to, food assistance, housing, transportation, energy assistance, education, employment services, and financial assistance. During the COVID-19 pandemic Hopelink has seen requests for financial assistance increase by three to five-fold.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated herein by this reference.

2. Funds. The City will provide the Recipient with grant funds in an amount not to exceed One Hundred Eighty-Six Thousand Dollars and 00/100 (\$ 186,000) to be used to reimburse Recipient for the following expenses that address COVID-19 pandemic impacts in the community (the "Funds"):

- a. Financial assistance to clients who reside in Lake Forest Park at or below 200% of the Federal Poverty Level or 50% of area median income - \$186,000.

3. Deadline for Expenditures and Invoices. Reimbursable expenditures under the Agreement must be incurred and invoiced to the City after March 3, 2021, and prior to December 1, 2022, unless this grant agreement is extended in writing by the City Council and Recipient.

4. Recipient Deliverables.

a. Not more than once every thirty days the Recipient shall send electronically to Accounting Supervisor, ap@ci.lake-forest-park.wa.us, its request for reimbursement of Funds expended per Section 2. Said invoices will document to the City's satisfaction the following:

(i) the expense incurred and date of same (to include invoices, payroll backup, and any other documentation providing proof of the requested expense for reimbursement);

(ii) how the expense qualifies for reimbursement under Section 2, above, including proof of poverty level or percentage of median income and that the household was not given assistance of more than \$3,000 in a 12 month period

(ii) how the expense qualifies for reimbursement under the Interim final rule from the Department of Treasury at 31 CFR Part 35 (see Exhibit A attached), or as later amended by the Department of Treasury; and

(iii) the total amount of reimbursement to-date to Recipient under this Agreement.

b. Recipient agrees to submit to the City an IRS Form W-9 with its initial invoice.

c. Payments shall be processed within thirty days from receipt by the City of Recipient's invoice with associated documentation, and following mutual agreement that such documentation provides the appropriate backup for the requested reimbursement.

5. Source of Grant Funds. The Parties acknowledge that funding for this Agreement comes solely from payment made to the City from ARPA funds, and the City has no independent obligation to provide the Recipient with funds from any other source.

6. Amendments. The Parties acknowledge that the City's responsibilities and requirements for expenditure of the ARPA funds may change. Any changes or revisions that are applicable to this Agreement shall be incorporated by written amendment of this Agreement, following written notice by City to the Recipient.

7. Effective Date. The effective date of this Agreement shall be the date signed below by both Parties.

GRANT AGREEMENT – HOPELINK - ARPA FUNDS - 2

8. **Nondiscrimination.** During the performance of this Agreement, the Recipient shall comply with all federal and state nondiscrimination laws, including but not limited to, Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 *et seq.*, the Americans with Disabilities Act (ADA). In the event of the Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part.

9. **Termination.**

a. The City may terminate this Agreement for convenience upon providing seven (7) days written notice.

b. If the Recipient fails to fulfill its obligations under this Agreement, the City may terminate this Agreement for cause upon written notice to the Recipient specifying the reason for termination. The termination date shall be specified in the notice of termination. In the event Recipient fails to comply with its obligations, promises, and contract, as set forth in Sections 3 and 4, it shall be obligated to return any Funds received to the City.

10. **Public Disclosure.** All documents and records comprising the Agreement, and all other documents and records provided to the City by the Recipient are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Thus, the City may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Public Records Act or other laws applies.

11. **Indemnification.** The Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgements, or awards of damages, arising out of or in any way resulting from the acts or omissions of the Recipient, its directors, officers, employees or agents, relating in any way to the Recipient's performance under this Agreement. These Indemnification obligations shall survive the termination of this Agreement. The Recipient further agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to the Recipient's failure for any reason to comply with the terms of this Agreement.

12. **Attorney Fees and Governing Law.**

a. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of any attorney are retained, to interpret or enforce any provisions of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. The amount of such fees,

costs, and expenses shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

b. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Washington and the venue will be in King County, Washington.

13. Entire Agreement. The Parties agree that this Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties.

14. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

15. Notices. Notices and other documentation to the City of Lake Forest Park shall be sent to the following address:

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

To the Recipient:

Hopelink
PO Box 3577
Redmond, WA 98073-3577

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

CITY OF LAKE FOREST PARK

RECIPIENT

By: 
Jeff Johnson, Mayor

DocuSigned by:

By: Geoff Crump
Printed Name: Geoff Crump

Date: February 2, 2022

Title: COO
Date: 3/7/2022

GRANT AGREEMENT – HOPELINK - ARPA FUNDS - 4

Attachments:
Exhibit A: 31 CFR Part 35

exempt from the notice and comment requirements of the APA, Treasury is not required to conduct a regulatory flexibility analysis.

RULE TEXT**List of Subjects in 31 CFR Part 35**

Executive compensation, State and Local Governments, Tribal Governments, Public health emergency.

For the reasons stated in the preamble, the United States Department of the Treasury amends 31 CFR part 35 as follows:

Part 35 - PANDEMIC RELIEF PROGRAMS

1. Amend Subpart A to read as follows:

Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Sec.

35.1 Purpose.

35.2 Applicability.

35.3 Definitions.

35.4 Reservation of authority, reporting.

35.5 Use of funds.

35.6 Eligible uses.

35.7 Pensions.

35.8 Tax.

35.9. Compliance with applicable laws.

35.10. Recoupment.

35.11 Payments to States.

35.12. Distributions to nonentitlement units of local government and units of general local government.

Authority: 42 U.S.C. 802(f); 42 U.S.C. 803(f)

§ 35.1 Purpose.

This part implements section 9901 of the American Rescue Plan Act (Subtitle M of Title IX of Public Law 117-2), which amends Title VI of the Social Security Act (42 U.S.C. 801 *et seq.*) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund.

§ 35.2 Applicability.

This part applies to states, territories, Tribal governments, metropolitan cities, nonentitlement units of local government, counties, and units of general local government that accept a payment or transfer of funds made under section 602 or 603 of the Social Security Act.

§ 35.3 Definitions.

Baseline means tax revenue of the recipient for its fiscal year ending in 2019, adjusted for inflation in each reporting year using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States.

Capital expenditures has the same meaning given in 2 CFR 200.1.

County means a county, parish, or other equivalent county division (as defined by the Census Bureau).

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (Federal and State), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

Covered change means a change in law, regulation, or administrative interpretation that reduces any tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase. A change in law includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute or rule if the phase-in or taking effect was not prescribed prior to the start of the covered period.

Covered period means, with respect to a state or territory, the period that:

(1) Begins on March 3, 2021; and

(2) Ends on the last day of the fiscal year of such State or territory in which all funds received by the State or territory from a payment made under section 602 or 603 of the Social Security Act have been expended or returned to, or recovered by, the Secretary.

COVID-19 means the Coronavirus Disease 2019.

COVID-19 public health emergency means the period beginning on January 27, 2020 and lasting until the termination of the national emergency concerning the COVID-19 outbreak declared pursuant to the National Emergencies Act (50 U.S.C. 1601 *et seq.*).

Deposit means an extraordinary payment of an accrued, unfunded liability. The term deposit does not refer to routine contributions made by an employer to pension funds as part of the employer's obligations related to payroll, such as either a pension contribution consisting of a normal cost component related to current employees or a component addressing the amortization of unfunded liabilities calculated by reference to the employer's payroll costs.

Eligible employer means an employer of an eligible worker who performs essential work.

Eligible workers means workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection,

and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home- and community-based health care or assistance with activities of daily living; family or childcare; social services work; public health work; vital services to Tribes; any work performed by an employee of a State, local, or Tribal government; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup work; work requiring physical interaction with patients; dental care work; transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment; work in a mortuary; and work in critical clinical research, development, and testing necessary for COVID-19 response.

(1) With respect to a recipient that is a metropolitan city, nonentitlement unit of local government, or county, workers in any additional non-public sectors as each chief executive officer of such recipient may designate as critical to protect the health and well-being of the residents of their metropolitan city, nonentitlement unit of local government, or county; or

(2) With respect to a State, territory, or Tribal government, workers in any additional non-public sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government.

Essential work means work that:

- (1) Is not performed while teleworking from a residence; and
- (2) Involves:

(i) Regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or

(ii) Regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work.

Funds means, with respect to a recipient, amounts provided to the recipient pursuant to a payment made under section 602(b) or 603(b) of the Social Security Act or transferred to the recipient pursuant to section 603(c)(4) of the Social Security Act.

General revenue means money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions and proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the Federal Government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General revenue also includes revenue from liquor stores that are owned and operated by state and local governments. General revenue does not include revenues from utilities, except recipients may choose to include revenue from utilities that are part of their own government as general revenue provided the recipient does so consistently over the remainder of the period of performance. Revenue from Tribal business enterprises must be included in general revenue.

Intergovernmental transfers means money received from other governments, including grants and shared taxes.

Low-income household means a household with:

(1) Income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the poverty guidelines published most recently by the Department of Health and Human Services; or

(2) Income at or below 40 percent of the Area Median Income for its county and size of household based on data published most recently by the Department of Housing and Urban Development.

Micro-business means a small business that has five or fewer employees, one or more of whom owns the small business.

Moderate-income household means a household with:

(1) Income at or below 300 percent of the Federal Poverty Guidelines for the size of its household based on poverty guidelines published most recently by the Department of Health and Human Services; or

(2) Income at or below 65 percent of the Area Median Income for its county and size of household based on data published most recently by the Department of Housing and Urban Development.

Metropolitan city has the meaning given that term in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)) and includes cities that relinquish or defer their status as a metropolitan city for purposes of receiving allocations under section 106 of such Act (42 U.S.C. 5306) for fiscal year 2021.

Net reduction in total spending is measured as the State or territory's total spending for a given reporting year excluding its spending of funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States for that reporting year.

Nonentitlement unit of local government means a "city," as that term is defined in section 102(a)(5) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(5)), that is not a metropolitan city.

Nonprofit means a nonprofit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) or 501(c)(19) of the Internal Revenue Code.

Obligation means an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.

Pension fund means a defined benefit plan and does not include a defined contribution plan.

Period of performance means the time period described in § 35.5 during which a recipient may obligate and expend funds in accordance with sections 602(c)(1) and 603(c)(1) of the Social Security Act and this subpart.

Premium pay means an amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency. Such amount may not exceed \$25,000 in total over the period of performance with respect to any single eligible worker. Premium pay may be awarded to non-hourly and part-time eligible workers performing essential work. Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is:

(1) With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to \$13 per hour with no reduction, substitution, offset, or other diminishment of the eligible worker's previous, current, or prospective wages or remuneration; or

(2) With regard to work that the eligible worker continues to perform, pay of up to \$13 per hour that is in addition to the eligible worker's regular rate of wages or remuneration, with no

reduction, substitution, offset, or other diminishment of the worker's current and prospective wages or remuneration.

Qualified census tract has the same meaning given in 26 U.S.C. 42(d)(5)(B)(ii)(I).

Recipient means a State, territory, Tribal government, metropolitan city, nonentitlement unit of local government, county, or unit of general local government that receives a payment made under section 602(b) or 603(b) of the Social Security Act or transfer pursuant to section 603(c)(4) of the Social Security Act.

Reporting year means a single year or partial year within the covered period, aligned to the current fiscal year of the State or territory during the covered period.

Secretary means the Secretary of the Treasury.

State means each of the 50 States and the District of Columbia.

Small business means a business concern or other organization that:

(1) Has no more than 500 employees or, if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and

(2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632).

Tax revenue means revenue received from a compulsory contribution that is exacted by a government for public purposes excluding refunds and corrections and, for purposes of § 35.8, intergovernmental transfers. Tax revenue does not include payments for a special privilege granted or service rendered, employee or employer assessments and contributions to finance retirement and social insurance trust systems, or special assessments to pay for capital improvements.

Territory means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, or American Samoa.

Title I eligible schools means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

Tribal enterprise means a business concern:

(1) That is wholly owned by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments; or

(2) That is owned in part by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments, if all other owners are either United States citizens or small business concerns, as these terms are used and consistent with the definitions in 15 U.S.C. 657a(b)(2)(D).

Tribal government means the recognized governing body of any Indian or Alaska Native Tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published on January 29, 2021, pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).

Unemployment rate means the U-3 unemployment rate provided by the Bureau of Labor Statistics as part of the Local Area Unemployment Statistics program, measured as total unemployment as a percentage of the civilian labor force.

Unemployment trust fund means an unemployment trust fund established under section 904 of the Social Security Act (42 U.S.C. 1104).

Unit of general local government has the meaning given to that term in section 102(a)(1) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(1)).

§ 35.4 Reservation of authority, reporting.

(a) *Reservation of authority.* Nothing in this part shall limit the authority of the Secretary to take action to enforce conditions or violations of law, including actions necessary to prevent evasions of this subpart.

(b) *Extensions or accelerations of timing.* The Secretary may extend or accelerate any deadline or compliance date of this part, including reporting requirements that implement this subpart, if the Secretary determines that such extension or acceleration is appropriate. In determining whether an extension or acceleration is appropriate, the Secretary will consider the period of time that would be extended or accelerated and how the modified timeline would facilitate compliance with this subpart.

(c) *Reporting and requests for other information.* During the period of performance, recipients shall provide to the Secretary periodic reports providing detailed accounting of the uses of funds, modifications to a State or Territory's tax revenue sources, and such other information as the Secretary may require for the administration of this section. In addition to regular reporting requirements, the Secretary may request other additional information as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of this subpart. False statements or claims made to the Secretary may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in Federal awards or contracts, and/or any other remedy available by law.

§ 35.5 Use of funds.

(a) *In general.* A recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable.

(b) *Costs incurred.* A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

(c) *Return of funds.* A recipient must return any funds not obligated by December 31, 2024. A recipient must also return funds obligated by December 31, 2024 but not expended by December 31, 2026.

§ 35.6 Eligible uses.

(a) *In general.* Subject to §§ 35.7 and 35.8, a recipient may use funds for one or more of the purposes described in paragraphs (b) through (f) of this section.

(b) *Responding to the public health emergency or its negative economic impacts.* A recipient may use funds to respond to the public health emergency or its negative economic impacts if the use meets the criteria provided in subparagraph (b)(1) or is enumerated in subparagraph (b)(3); provided that, in the case of a use of funds for a capital expenditure under subparagraph (b)(1) or (b)(3), the use of funds must also meet the criteria provided in subparagraph (b)(4). Treasury may also articulate additional eligible programs, services, or

capital expenditures from time to time that satisfy the eligibility criteria of this paragraph (b), which shall be eligible under this paragraph (b).

(1) *Identifying eligible responses to the public health emergency or its negative economic impacts.*

(i) A program, service, or capital expenditure is eligible under this subparagraph (1) if a recipient identifies a harm or impact to a beneficiary or class of beneficiaries caused or exacerbated by the public health emergency or its negative economic impacts and the program, service, or capital expenditure responds to such harm.

(ii) A program, service, or capital expenditure responds to a harm or impact experienced by an identified beneficiary or class of beneficiaries if it is reasonably designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and is related and reasonably proportional to the extent and type of harm or impact experienced.

(2) *Identified harms: presumptions of impacted and disproportionately impacted beneficiaries.* A recipient may rely on the following presumptions to identify beneficiaries presumptively impacted or disproportionately impacted by the public health emergency or its negative economic impacts for the purpose of providing a response under subparagraph (b)(1) or (b)(3):

(i) Households or populations that experienced unemployment; experienced increased food or housing insecurity; qualify for the Children's Health Insurance Program (42 U.S.C. 1397aa *et seq.*), Childcare Subsidies through the Child Care and Development Fund Program (42 U.S.C. 9857 *et seq.* and 42 U.S.C. 618), or Medicaid (42 U.S.C. 1396 *et seq.*); if funds are to be used for affordable housing programs, qualify for the National Housing Trust Fund (12 U.S.C. 4568) or the Home Investment Partnerships Program (42 U.S.C. 12721 *et seq.*); if funds are to be

used to address impacts of lost instructional time for students in kindergarten through twelfth grade, any student who did not have access to in-person instruction for a significant period of time; and low- and moderate-income households and populations are presumed to be impacted by the public health emergency or its negative economic impacts;

(ii) The general public is presumed to be impacted by the public health emergency for the purposes of providing the uses set forth in subparagraphs (b)(3)(i)(A) and (b)(3)(i)(C); and

(iii) The following households, communities, small businesses, and nonprofit organizations are presumed to be disproportionately impacted by the public health emergency or its negative economic impacts:

(A) Households and populations residing in a qualified census tract; households and populations receiving services provided by Tribal governments; households and populations residing in the territories; households and populations receiving services provided by territorial governments; low-income households and populations; households that qualify for Temporary Assistance for Needy Families (42 U.S.C. 601 *et seq.*), the Supplemental Nutrition Assistance Program (7 U.S.C. 2011 *et seq.*), Free and Reduced Price School Lunch and/or Breakfast programs (42 U.S.C. 1751 *et seq.* and 42 U.S.C. 1773), Medicare Part D Low-income Subsidies (42 U.S.C. 1395w-114), Supplemental Security Income (42 U.S.C. 1381 *et seq.*), Head Start (42 U.S.C. 9831 *et seq.*), Early Head Start (42 U.S.C. 9831 *et seq.*), the Special Supplemental Nutrition Program for Women, Infants, and Children (42 U.S.C. 1786), Section 8 Vouchers (42 U.S.C. 1437f), the Low-Income Home Energy Assistance Program (42 U.S.C. 8621 *et seq.*), Pell Grants (20 U.S.C. 1070a), and, if SLFRF funds are to be used for services to address educational disparities, Title I eligible schools;

(B) Small businesses operating in a qualified census tract, operated by Tribal governments or on Tribal lands, or operating in the territories; and

(C) Nonprofit organizations operating in a qualified census tract, operated by Tribal governments or on Tribal lands, or operating in the territories.

(3) *Enumerated eligible uses: responses presumed reasonably proportional.* A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes unless such use is grossly disproportionate to the harm caused or exacerbated by the public health emergency or its negative economic impacts:

(i) Responding to the public health impacts of the public health emergency for purposes including:

(A) COVID-19 mitigation and prevention in a manner that is consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including vaccination programs and incentives; testing programs; contact tracing; isolation and quarantine; mitigation and prevention practices in congregate settings; acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment; COVID-19 prevention and treatment expenses for public hospitals or health care facilities, including temporary medical facilities; establishing or enhancing public health data systems; installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities; and assistance to small businesses, nonprofits, or impacted industries to implement mitigation measures;

(B) Medical expenses related to testing and treating COVID-19 that are provided in a manner consistent with recommendations and guidance from the Centers for Disease Control and

Prevention, including emergency medical response expenses, treatment of long-term symptoms or effects of COVID-19, and costs to medical providers or to individuals for testing or treating COVID-19;

(C) Behavioral health care, including prevention, treatment, emergency or first-responder programs, harm reduction, supports for long-term recovery, and behavioral health facilities and equipment; and

(D) Preventing and responding to increased violence resulting from the public health emergency, including community violence intervention programs, or responding to increased gun violence resulting from the public health emergency, including payroll and covered benefits associated with community policing strategies; enforcement efforts to reduce gun violence; and investing in technology and equipment;

(ii) Responding to the negative economic impacts of the public health emergency for purposes including:

(A) Assistance to households and individuals, including:

(1) Assistance for food; emergency housing needs; burials, home repairs, or weatherization; internet access or digital literacy; cash assistance; and assistance accessing public benefits;

(2) Paid sick, medical, or family leave programs, or assistance to expand access to health insurance;

(3) Childcare, early learning services, home visiting, or assistance for child welfare-involved families or foster youth;

(4) Programs to address the impacts of lost instructional time for students in kindergarten through twelfth grade;

(5) Development, repair, and operation of affordable housing and services or programs to increase long-term housing security;

(6) Financial services that facilitate the delivery of Federal, State, or local benefits for unbanked and underbanked individuals;

(7) Benefits for the surviving family members of individuals who have died from COVID-19, including cash assistance to surviving spouses or dependents of individuals who died of COVID-19;

(8) Assistance for individuals who want and are available for work, including those who are unemployed, have looked for work sometime in the past 12 months, who are employed part time but who want and are available for full-time work, or who are employed but seeking a position with greater opportunities for economic advancement;

(9) Facilities and equipment related to the provision of services to households provided in subparagraphs (b)(3)(ii)(A)(1)-(8);

(10) The following expenses related to Unemployment Trust Funds:

(i) Contributions to a recipient Unemployment Trust Fund and repayment of principal amounts due on advances received under Title XII of the Social Security Act (42 U.S.C. § 1321) up to an amount equal to (a) the difference between the balance in the recipient's Unemployment Trust Fund as of January 27, 2020 and the balance of such account as of May 17, 2021 plus (b) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021; provided that if a recipient repays principal on Title XII advances or makes a contribution to an Unemployment Trust Fund after [INSERT

EFFECTIVE DATE], such recipient shall not reduce average weekly benefit amounts or maximum benefit entitlements prior to December 31, 2024; and

(ii) any interest due on such advances received under Title XII of the Social Security Act (42 U.S.C. § 1321); and

(11) A program, service, capital expenditure, or other assistance that is provided to a disproportionately impacted household, population, or community, including:

(i) Services to address health disparities of the disproportionately impacted household, population, or community;

(ii) Housing vouchers and relocation assistance;

(iii) Investments in communities to promote improved health outcomes and public safety such as parks, recreation facilities, and programs that increase access to healthy foods;

(iv) Capital expenditures and other services to address vacant or abandoned properties;

(v) Services to address educational disparities; and

(vi) Facilities and equipment related to the provision of these services to the disproportionately impacted household, population, or community.

(B) Assistance to small businesses, including:

(1) Programs, services, or capital expenditures that respond to the negative economic impacts of the COVID-19 public health emergency, including loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, or providing technical assistance; and

(2) A program, service, capital expenditure, or other assistance that responds to disproportionately impacted small businesses, including rehabilitation of commercial properties; storefront and façade improvements; technical assistance, business incubators, and grants for

start-ups or expansion costs for small businesses; and programs or services to support micro-businesses;

(C) Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance;

(D) Assistance to tourism, travel, hospitality, and other impacted industries for programs, services, or capital expenditures, including support for payroll costs and covered benefits for employees, compensating returning employees, support for operations and maintenance of existing equipment and facilities, and technical assistance; and

(E) Expenses to support public sector capacity and workforce, including:

(1) Payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees to the extent that the employee's time is spent mitigating or responding to the COVID-19 public health emergency;

(2) Payroll, covered benefit, and other costs associated with programs or services to support the public sector workforce and with the recipient:

(i) Hiring or rehiring staff to fill budgeted full-time equivalent positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021; or

(ii) Increasing the number of its budgeted full-time equivalent employees by up to the difference between the number of its budgeted full-time equivalent employees on January 27, 2020, multiplied by 1.075, and the number of its budgeted full-time equivalent employees on March 3, 2021, provided that funds shall only be used for additional budgeted full-time equivalent employees above the recipient's number of budgeted full-time equivalent employees as of March 3, 2021;

(3) Costs to improve the design and execution of programs responding to the COVID-19 pandemic and to administer or improve the efficacy of programs addressing the public health emergency or its negative economic impacts; and

(4) Costs associated with addressing administrative needs of recipient governments that were caused or exacerbated by the pandemic.

(4) *Capital expenditures.* A recipient, other than a Tribal government, must prepare a written justification for certain capital expenditures according to Table []. Such written justification must include the following elements:

- (i) Describe the harm or need to be addressed;
- (ii) Explain why a capital expenditure is appropriate; and
- (iii) Compare the proposed capital expenditure to at least two alternative capital expenditures and demonstrate why the proposed capital expenditure is superior.

Table []

If a project has total expected capital expenditures of	and the use is enumerated in (b)(3), then	and the use is not enumerated in (b)(3), then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

(c) *Providing premium pay to eligible workers.* A recipient may use funds to provide premium pay to eligible workers of the recipient who perform essential work or to provide grants to eligible employers that have eligible workers who perform essential work, provided that any premium pay or grants provided under this paragraph (c) must respond to eligible workers performing essential work during the COVID-19 public health emergency. A recipient uses premium pay or grants provided under this paragraph (c) to respond to eligible workers performing essential work during the COVID-19 public health emergency if:

(1) The eligible worker's total wages and remuneration, including the premium pay, is less than or equal to 150 percent of the greater of such eligible worker's residing State's or county's average annual wage for all occupations as defined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics;

(2) The eligible worker is not exempt from the Fair Labor Standards Act overtime provisions (29 U.S.C. 207); or

(3) The recipient has submitted to the Secretary a written justification that explains how providing premium pay to the eligible worker is responsive to the eligible worker performing essential work during the COVID-19 public health emergency (such as a description of the eligible workers' duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive despite the worker's higher income).

(d) *Providing government services.* A recipient may use funds for the provision of government services to the extent of the reduction in the recipient's general revenue due to the public health emergency, calculated according to this paragraph (d). A recipient must make a one-time election to calculate the amount of the reduction in the recipient's general revenue due to the public health emergency according to either paragraph (d)(1) or (d)(2) of this section:

(1) *Standard allowance.* The reduction in the recipient's general revenue due to the public health emergency over the period of performance will be deemed to be ten million dollars; or

(2) *Formula.* The reduction in the recipient's general revenue due to the public health emergency over the period of performance equals the sum of the reduction in revenue, calculated as of each date identified in paragraph (d)(2)(i) of this section and according to the formula in paragraph (d)(2)(ii) of this section:

(i) A recipient must make a one-time election to calculate the reduction in its general revenue using information as of either:

(A) December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023; or

(B) The last day of each of the recipient's fiscal years ending in 2020, 2021, 2022, and 2023.

(ii) A reduction in a recipient's general revenue for each date identified in paragraph (d)(2)(i) equals:

$$\text{Max } \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{(n_i/12)}] - \text{Actual General Revenue}; 0 \}$$

Where:

(A) Base Year Revenue is the recipient's general revenue for the most recent full fiscal year prior to the COVID-19 public health emergency;

(B) Growth Adjustment is equal to the greater of 5.2 percent (or 0.052) and the recipient's average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency;

(C) n equals the number of months elapsed from the end of the base year to the calculation date;

(D) Subscript t denotes the specific calculation date; and

(E) Actual General Revenue is a recipient's actual general revenue collected during the 12-month period ending on each calculation date identified in paragraph (d)(2)(i), except:

(1) For purposes of all calculation dates on or after [INSERT EFFECTIVE DATE], in the case of any change made after January 6, 2022 to any law, regulation, or administrative interpretation that reduces any tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase and that the recipient assesses has had the effect of decreasing the amount of tax revenue collected during the 12-month period ending on the calculation date relative to the amount of tax revenue that would have been collected in the absence of such change, the recipient must add to actual general revenue the amount of such decrease in tax revenue;

(2) For purposes of any calculation date on or after [INSERT EFFECTIVE DATE], in the case of any change made after January 6, 2022 to any law, regulation, or administrative interpretation that increases any tax (by providing for an increase in a rate, the reduction of a rebate, a deduction, or a credit, or otherwise) or accelerates the imposition of any tax or tax increase and that the recipient assesses has had the effect of increasing the amount of tax revenue collected during the 12-month period ending on the calculation date relative to the amount of tax revenue that would have been collected in the absence of such change, the recipient must subtract from actual general revenue the amount of such increase in tax revenue; and

(3) If the recipient makes a one-time election to adjust general revenue to reflect tax changes made during the period beginning on January 27, 2020 and ending on January 6, 2022, for purposes of each calculation date identified in paragraph (d)(2)(i) of this section:

(i) In the case of any change made during such prior period to any law, regulation, or administrative interpretation that reduces any tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase and that the recipient assesses has had the effect of decreasing the amount of tax revenue collected during the 12-month period ending on the calculation date relative to the amount of tax revenue that would have been collected in the absence of such change, the recipient must add to actual general revenue the amount of such decrease in tax revenue; and

(ii) In the case of any change made during such prior period to any law, regulation, or administrative interpretation that increases any tax (by providing for an increase in a rate, the reduction of a rebate, a deduction, or a credit, or otherwise) or accelerates the imposition of any tax or tax increase and that the recipient assesses has had the effect of increasing the amount of tax revenue collected during the 12-month period ending on the calculation date relative to the amount of tax revenue that would have been collected in the absence of such change, the recipient must subtract from actual general revenue the amount of such increase in tax revenue; and

(4) With respect to any calculation date during the period beginning on January 6, 2022 and ending on March 31, 2022, if the recipient makes the election in paragraph (3), the recipient must also make the adjustments referenced in paragraph (3) with respect to any such changes in law, regulation, or administrative interpretation during the period beginning on January 6, 2022 and ending on such calculation date.

(e) *Making necessary investments in water, sewer, and broadband infrastructure.* A recipient may use funds to make the following investments in water, sewer, and broadband infrastructure.

(1) *Water and sewer investments.*

(i) *Clean Water State Revolving Fund projects.* Projects or activities of the type that meet the eligibility requirements of section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c));

(ii) *Additional stormwater projects.* Projects to manage, reduce, treat, or recapture stormwater or subsurface drainage water regardless of whether such projects would improve water quality if such projects would otherwise meet the eligibility requirements of section 603(c)(5) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)(5));

(iii) *Drinking Water State Revolving Fund projects.* Projects or activities of the type that meet the eligibility requirements of section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) as implemented by the regulations adopted by the Environmental Protection Agency (EPA) under 40 CFR § 35.3520, provided that:

(A) The recipient is not required to comply with the limitation under 40 CFR § 35.3520(c)(2) to acquisitions of land from willing sellers or the prohibition under 40 CFR § 35.3520(e)(6) on uses of funds for certain Tribal projects; and

(B) In the case of lead service line replacement projects, the recipient must replace the full length of the service line and may not replace only a partial portion of the service line.

(iv) *Additional lead remediation and household water quality testing.* Projects or activities to address lead in drinking water or provide household water quality testing that are within the scope of the programs the EPA is authorized to establish under sections 1459A(b)(2),

1459B(b)(1), 1464(d)(2), and 1465 of the Safe Drinking Water Act (42 U.S.C. 300j-19a(b)(2), 300j-19b(b)(1), 300j-24(d)(2), and 300j-25), provided that:

(A) In the case of lead service line replacement projects, the recipient must replace the full length of the service line and may not replace only a partial portion of the service line; and

(B) In the case of projects within the scope of the program the EPA is authorized to establish under section 1459B(b)(1) of the Safe Drinking Water Act, the recipient may determine the income eligibility of homeowners served by lead service line replacement projects in its discretion.

(v) *Drinking water projects to support increased population.* Projects of the type that meet the eligibility requirements of 40 CFR § 35.3520 other than the requirement of subparagraph (b)(1) of such regulation to address present or prevent future violations of health-based drinking water standards, if the following conditions are met:

(A) The project is needed to support increased population, with need assessed as of the time the project is undertaken;

(B) The project is designed to support no more than a reasonable level of projected increased need, whether due to population growth or otherwise;

(C) The project is a cost-effective means for achieving the desired level of service; and

(D) The project is projected to continue to provide an adequate level of drinking water over its estimated useful life.

(vi) *Dams and reservoirs.* Rehabilitation of dams and reservoirs if the following conditions are met:

(A) The project meets the requirements of 40 CFR § 35.3520 other than the following requirements:

(1) The prohibition on the rehabilitation of dams and reservoirs in subparagraphs (e)(1) and (e)(3) of 40 CFR § 35.3520; and

(2) The requirement in subparagraph (b)(1) of 40 CFR § 35.3520 that the project is needed to address present or prevent future violations of health-based drinking water standards, provided that if the dam or reservoir project does not meet this requirement, the project must be needed to support increased population, with need assessed as of the time the project is undertaken, and the project must be projected to continue to provide an adequate level of drinking water over its estimated useful life;

(B) The primary purpose of the dam or reservoir is for drinking water supply;

(C) The project is needed for the provision of drinking water supply, with need assessed as of the time the project is initiated;

(D) The project is designed to support no more than a reasonable level of projected increased need, whether due to population growth or otherwise; and

(E) The project is a cost-effective means for achieving the desired level of service.

(vii) *Private wells.* Rehabilitation of private wells, testing initiatives to identify contaminants in private wells, and treatment activities and remediation projects that address contamination in private wells, if the project meets the requirements of 40 CFR § 35.3520 other than the limitation to certain eligible systems under paragraph (a) of 40 CFR § 35.3520.

(2) *Broadband investments.*

(i) *General.* Broadband infrastructure if the following conditions are met:

(A) The broadband infrastructure is designed to provide service to households and businesses with an identified need, as determined by the recipient, for such infrastructure;

(B) The broadband infrastructure is designed to, upon completion:

(1) Reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds;

or

(2) In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, to provide service reliably meeting or exceeding symmetrical 100 Mbps download speed and upload speeds:

(i) Reliably meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed; and

(ii) Be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed; and

(C) The service provider for a completed broadband infrastructure investment project that provides service to households is required, for as long as the SLFRF-funded broadband infrastructure is in use, by the recipient to:

(1) Participate in the Federal Communications Commission's Affordable Connectivity Program (ACP) through the lifetime of the ACP; or

(2) Otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP through the lifetime of the ACP.

(ii) *Cybersecurity infrastructure investments.* Cybersecurity infrastructure investments that are designed to improve the reliability and resiliency of new and existing broadband infrastructure. Such investments may include the addition or modernization of network security hardware and software tools designed to strengthen cybersecurity for the end-users of these networks.

(f) *Meeting the non-federal matching requirements for Bureau of Reclamation projects.*

A recipient may use funds to meet the non-federal matching requirements of any authorized Bureau of Reclamation project.

§ 35.7 Pensions.

A recipient (other than a Tribal government) may not use funds for deposit into any pension fund.

§ 35.8 Tax.

(a) *Restriction.* A State or Territory shall not use funds to either directly or indirectly offset a reduction in the net tax revenue of the State or Territory resulting from a covered change during the covered period.

(b) *Violation.* Treasury will consider a State or Territory to have used funds to offset a reduction in net tax revenue if, during a reporting year:

(1) *Covered change.* The State or Territory has made a covered change that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of reducing tax revenue relative to current law;

(2) *Exceeds the de minimis threshold.* The aggregate amount of the measured or predicted reductions in tax revenue caused by covered changes identified under paragraph (b)(1) of this section, in the aggregate, exceeds 1 percent of the State's or Territory's baseline;

(3) *Reduction in net tax revenue.* The State or Territory reports a reduction in net tax revenue, measured as the difference between actual tax revenue and the State's or Territory's baseline, each measured as of the end of the reporting year; and

(4) *Consideration of other changes.* The aggregate amount of measured or predicted reductions in tax revenue caused by covered changes is greater than the sum of the following, in each case, as calculated for the reporting year:

(i) The aggregate amount of the expected increases in tax revenue caused by one or more covered changes that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of increasing tax revenue; and

(ii) Reductions in spending, up to the amount of the State's or Territory's net reduction in total spending, that are in:

(A) Departments, agencies, or authorities in which the State or Territory is not using funds; and

(B) Departments, agencies, or authorities in which the State or Territory is using funds, in an amount equal to the value of the spending cuts in those departments, agencies, or authorities, minus funds used.

(c) *Amount and revenue reduction cap.* If a State or Territory is considered to be in violation pursuant to paragraph (b) of this section, the amount used in violation of paragraph (a) of this section is equal to the lesser of:

(1) The reduction in net tax revenue of the State or Territory for the reporting year, measured as the difference between the State's or Territory's baseline and its actual tax revenue, each measured as of the end of the reporting year; and,

(2) The aggregate amount of the reductions in tax revenues caused by covered changes identified in paragraph (b)(1) of this section, minus the sum of the amounts in identified in paragraphs (b)(4)(i) and (ii).

§ 35.9. Compliance with applicable laws.

A recipient must comply with all other applicable Federal statutes, regulations, and executive orders, and a recipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.

§ 35.10. Recoupment.

(a) *Identification of violations – (1) In general.* Any amount used in violation of § 35.5, § 35.6, or § 35.7 may be identified at any time prior to December 31, 2026.

(2) *Annual reporting of amounts of violations.* On an annual basis, a recipient that is a State or territory must calculate and report any amounts used in violation of § 35.8.

(b) *Calculation of amounts subject to recoupment – (1) In general.* Except as provided in paragraph (b)(2) of this section, the Secretary will calculate any amounts subject to recoupment resulting from a violation of §§ 35.5, § 35.6 or § 35.7 as the amounts used in violation of such restrictions.

(2) *Violations of § 35.8.* The Secretary will calculate any amounts subject to recoupment resulting from a violation of § 35.8, equal to the lesser of:

(i) The amount set forth in § 35.8(c); and,

(ii) The amount of funds received by such recipient.

(c) *Initial notice.* If the Secretary calculates an amount subject to recoupment under paragraph (b) of this section, Treasury will provide the recipient an initial written notice of the amount subject to recoupment along with an explanation of such amounts.

(d) *Request for reconsideration.* Unless the Secretary extends or accelerates the time period, within 60 calendar days of receipt of an initial notice of recoupment provided under paragraph (c) of this section, a recipient may submit a written request to the Secretary requesting reconsideration of any amounts subject to recoupment under paragraph (b) of this section. To request reconsideration of any amounts subject to recoupment, a recipient must submit to the Secretary a written request that includes:

(1) An explanation of why the recipient believes all or some of the amount should not be subject to recoupment; and

(2) A discussion of supporting reasons, along with any additional information.

(e) *Final amount subject to recoupment.* Unless the Secretary extends or accelerates the time period, within 60 calendar days of receipt of the recipient's request for reconsideration provided pursuant to paragraph (d) of this section or the expiration of the period for requesting reconsideration provided under paragraph (d), the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided. A recipient must invoke and exhaust the procedures available under this subpart prior to seeking judicial review of a decision under §35.10.

(f) *Repayment of funds.* Unless the Secretary extends or accelerates the time period, a recipient shall repay to the Secretary any amounts subject to recoupment in accordance with instructions provided by the Secretary:

(1) Within 120 calendar days of receipt of the notice of recoupment provided under paragraph (c) of this section, in the case of a recipient that does not submit a request for reconsideration in accordance with the requirements of paragraph (d) of this section; or

(2) Within 120 calendar days of receipt of the Secretary's decision under paragraph (e) of this section, in the case of a recipient that submits a request for reconsideration in accordance with the requirements of paragraph (d) of this section.

(g) *Other remedial actions.* Prior to seeking recoupment or taking other appropriate action pursuant to paragraph (c), (d), (e), or (f) of this section, the Secretary may notify the recipient of potential violations and provide the recipient an opportunity for informal consultation and remediation.

§ 35.11 Payments to States.

(a) *In general.* With respect to any State or Territory that has an unemployment rate as of the date that it submits an initial certification for payment of funds pursuant to section 602(d)(1) of the Social Security Act that is less than two percentage points above its unemployment rate in February 2020, the Secretary will withhold 50 percent of the amount of funds allocated under section 602(b) of the Social Security Act to such State or territory until at least May 10, 2022 and not more than twelve months from the date such initial certification is provided to the Secretary.

(b) *Payment of withheld amount.* In order to receive the amount withheld under paragraph (a) of this section, the State or Territory must submit to the Secretary the following information:

(1) A certification, in the form provided by the Secretary, that such State or Territory requires the payment to carry out the activities specified in section 602(c) of the Social Security Act and will use the payment in compliance with section 602(c) of the Social Security Act; and

(2) Any reports required to be filed by that date pursuant to this part that have not yet been filed.

§ 35.12. Distributions to nonentitlement units of local government and units of general local government.

(a) *Nonentitlement units of local government.* Each State or Territory that receives a payment from the Secretary pursuant to section 603(b)(2)(B) of the Social Security Act shall distribute the amount of the payment to nonentitlement units of local government in such State or Territory in accordance with the requirements set forth in section 603(b)(2)(C) of the Social Security Act and without offsetting any debt owed by such nonentitlement units of local governments against such payments.

(b) *Budget cap.* A State or Territory may not make a payment to a nonentitlement unit of local government pursuant to section 603(b)(2)(C) of the Social Security Act and paragraph (a) of this section in excess of the amount equal to 75 percent of the most recent budget for the nonentitlement unit of local government as of January 27, 2020. For purposes of this section 35.12, a nonentitlement unit of local government's most recent budget shall mean the nonentitlement unit of local government's total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020. A State or Territory shall permit a nonentitlement unit of local government without a formal budget as of January 27, 2020, to provide a certification from an authorized officer of the nonentitlement unit of local government

of its most recent annual expenditures as of January 27, 2020, and a State or Territory may rely on such certification for purposes of complying with this section 35.12.

(c) *Units of general local government.* Each State or Territory that receives a payment from the Secretary pursuant to section 603(b)(3)(B)(ii) of the Social Security Act, in the case of an amount to be paid to a county that is not a unit of general local government, shall distribute the amount of the payment to units of general local government within such county in accordance with the requirements set forth in section 603(b)(3)(B)(ii) of the Social Security Act and without offsetting any debt owed by such units of general local government against such payments.

(d) *Additional conditions.* A State or Territory may not place additional conditions or requirements on distributions to nonentitlement units of local government or units of general local government beyond those required by section 603 of the Social Security Act or this subpart.

Dated:

Jacob Leibenluft,
Chief Recovery Officer.

ORDINANCE NO. 23-1272

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING ADOPTED INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO RETAINING WALLS; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City’s police power and is specifically authorized by RCW 35A.63.100 and RCW 36.70A.040; and

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

WHEREAS, large scale retaining walls in or adjacent to publicly owned rights-of-way can result in visual and physical blight, tree and vegetation removal, and become de facto landmarks identifying the City of Lake Forest Park (the “City”)

WHEREAS, it is imperative that negative impacts of these retaining walls be mitigated with structural and aesthetic design, planting, and other mitigation measures; and

WHEREAS, it is imperative that these retaining walls that become significant, recognizable features in the City be integrated with and support the community identity; and

WHEREAS, chapter 12.50 of the Lake Forest Park Municipal Code (“LFPMC”) would establish regulations for retaining walls in or adjacent to publicly owned right-of-way;

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act, Chapter 43.21C RCW, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (“DNS”) was issued on April 12, 2023; and

WHEREAS, in accordance with the requirements set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City’s

intent to adopt the proposed amendments on April 6, 2023, and received notice that the Department had granted expedited review on April 20, 2023; and

WHEREAS, the City Council held public meetings to review the proposed regulations during meetings on January 26, 2023; February 6, 2023, February 23, 2023, April 13, 2023, May 11, 2023, June 5, 2023, June 8, 2023, and June 22, 2023; and

WHEREAS, the City Council held a public hearing on May 11, 2023, and June 22, 2022 regarding the proposed regulations; and

WHEREAS, the City Council adopted interim retaining wall regulations in Ordinance No. 23-1270 on June 8, 2023, and after the public hearing on June 22, 2023, adopted an amendment to Ordinance No. 23-1270, Section 2, LFPMC 12.50.020(C)(6).

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

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

Section 2. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted creating Chapter 12.50 of the Lake Forest Park Municipal Code (LFPMC) as follows:

12.50.010 Purpose and intent.

The purpose and intent of this chapter is to:

- A. Recognize that while at the basic level, a retaining wall is a structure that holds or retains soil behind it, retaining walls can also result in visual and physical blight, tree and vegetation removal, impairment of gateway areas, and other impacts that require visual design, planting, and topographic, and aesthetic mitigation.
- B. Recognize that retaining walls can be built from different materials to achieve the strength required and achieve aesthetic goals;
- C. Require aesthetic design features that reflect the character of the community as adopted in Retaining Wall Design Standards;
- D. Recognize that retaining walls are frequently adjacent to noise sensitive areas such as residential dwelling units and other land uses that are noise sensitive and subject to inequitable noise impacts, which can be intensified by removal of vegetation and trees and/or by the reflected noise from retaining wall surfaces;
- E. Require proof of compliance with state regulations for noise attenuation, absorption, and transmission; recognize that compliance may be achieved through a variety of

techniques and materials such as the use of tilted retaining walls to direct noise upward, large and small variations of façade to break up low to high frequencies, and sound reflection mitigation;

F. Require landscaping to avoid visual dominance of the retaining wall, potentially discourage graffiti, and add visual quality;

G. Encourage building material choices that ensure aesthetics, durability, maintenance, and cost; and

H. Promote cooperation between the State of Washington Department of Transportation (“WSDOT”), the City, and the project proponent.

12.50.020 Retaining wall construction and design.

A. Public benefit. Retaining walls located within the right-of-way shall be installed to benefit the general public by supporting or protecting public transportation infrastructure and shall not be for private development gain.

B. Application type.

1. An application for retaining wall construction and design approval shall be processed pursuant to the requirements in chapter 16.26 LFPMP for a Type III permit, administrative decision made by the code administrator. The Public Works director shall be the “code administrator” for the Type III permit decision.

2. For proposed retaining walls 25 feet or more in length and that propose removal of 10 or more trees that are either exceptional, landmark, or significant trees as defined in Chapter 16.14 LFPMP, a Neighborhood meeting shall be held pursuant to the requirements in LFPMP 16.26.050, provided however, that the Neighborhood meeting is not required to be held prior submittal of the application for the retaining wall.

3. For purposes of sending notice of the Neighborhood meeting under LFPMP 16.26.050(B), notice shall be mailed to owners of real property within 500 feet of either side of the right-of-way for the entire length of the retaining wall project. For purposes of sending the notice of application under LFPMP 16.26.040(D)(1)(b), notice shall be mailed to owners of real property within 500 feet of either side of the right-of-way for the entire length of the retaining wall project.

C. Transportation design manuals and regulations. Retaining walls located on private property or right-of-way that support or protect public transportation infrastructure shall, at a minimum, meet the requirements set forth in the latest edition of the Washington State Department of Transportation (WSDOT) Design Manual, Bridge Design Manual, and the International Building Code. These manuals and codes provide policies, procedures, and methods for developing and documenting design improvements to the transportation network.

1. The retaining wall construction type shall be the same from the highest to the lowest portion of each independent wall segment. Where walls are terraced or tiered, all tiers/terraces shall consist of the same wall construction type for the length of each independent segment.

2. Concrete retaining walls shall be coated with a moisture barrier and anti-graffiti paint.

3. Total structural isolation is required for public and private retaining walls adjacent to each other.

4. The Public Works director may take into account long term maintenance requirements, constructability, and recommendations on same from the applicant's engineers and independent third-party engineers.

5. Easements may be required for the maintenance, operation, and replacement of the wall.

6. The applicant shall provide documentation of how the retaining wall design satisfies, or exceeds, applicable WSDOT traffic noise policy and procedures. The documentation should include an assessment of noise impacts from the proposed design, including consideration of tree and vegetation removal, reflected noise, and proximity to residences, as well as proposed reflection and absorption techniques such as the use of tilted retaining walls to direct noise upward and variations in the facade to break up low to high frequencies.

7. Prior to issuing a decision on the retaining wall, the Public Works Director shall obtain, at the applicant's expense, a written structural review and recommendation from an independent third party with professional expertise and no affiliation with the applicant.

D. Aesthetic design.

1. An architectural finish or engineered block shall be used that integrates with and supports the community identity of the City showing a strong relationship to the surrounding natural environment including native trees, flora, and fauna of the region. The architectural finishes included in Provision 1 of the Retaining Wall Design Standards dated June 8, 2023, are examples that satisfy this requirement. The Public Works Director will review and issue a decision on the architectural finish and engineered block consistent with this section after obtaining, at the applicant's expense, a written review and recommendation from an independent third party with professional expertise and no affiliation with the applicant.

2. Landscaping treatments shall be used on retaining walls that reduce the harshness of these walls. The landscaping standards included in Provision 2 of the Retaining Wall Design Standards dated June 8, 2023, are examples that satisfy this

requirement. The Public Works Director will review and issue a decision on landscaping treatments consistent with this section after obtaining, at the applicant’s expense, a written review and recommendation from an independent third party with professional expertise and no affiliation with the applicant.

3. As a condition of permit approval, the Public Works Director shall require as needed, based on the impacts and circumstances related to a particular retaining wall, installation of a temporary irrigation systems, and the funding for or implementation of a 3-year tree and plant monitoring and maintenance plan, including the replacement of failed trees and plants.

Section 3. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted to amend LFPMC 16.26.010, as follows:

16.26.010 Purpose and application.

A. This chapter establishes standard procedures for land use and related decisions made by the city of Lake Forest Park. They provide for an integrated and consolidated permit review process to promote timely and informed public participation and to eliminate redundancy and thereby minimize delay and expense.

B. This chapter applies to all applications for land use and related decisions made under [chapter 12.50 LFPMC, and LFPMC](#) Titles 15, 16, 17 and 18 [LFPMC](#).

Section 4. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted to amend LFPMC 16.26.030, as follows:

16.26.030 Classification of decisions.

...

C. Type III – Administrative Decisions Made by a Code Administrator.

1. Threshold determinations under the State Environmental Policy Act (SEPA);
2. Administrative variances;
3. Shoreline exemption permits;
4. Sensitive area permits issued pursuant to Chapter 16.16 LFPMC, with the exception of requests for exemption under LFPMC 16.16.250 and the exception of minor sensitive area permits as described under LFPMC 16.16.080(A)(2); [and](#)

5. Short subdivisions; [and](#)

[6. Retaining wall permits pursuant to chapter 12.50 LFP MC.](#)

...

Section 5. EFFECTIVE DURATION OF INTERIM DEVELOPMENT REGULATIONS. These interim development regulations set forth in this ordinance shall be in effect for a period of six (6) months from the date of Ordinance No. 23-1270 and shall automatically expire on December 8, 2023, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 6. SET A PUBLIC HEARING. A public hearing shall be held by the City Council regarding interim development regulations for retaining walls within sixty days of passage as required by RCW 36.70A.390.

Section 7. REFERRAL TO STAFF. The Planning Director, or designees (the “Director”) is hereby authorized and directed to investigate and obtain outside consulting services if necessary to research the WSDOT traffic noise policy and procedures, provide such information to the City Council, and make a recommendation regarding permanent retaining wall development regulations.

Section 8. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 9. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

APPROVED BY A MAJORITY PLUS ONE of the Lake Forest Park City Council this 22nd day of June, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: June 22, 2023
Adopted: June 22, 2023
Posted: June 27, 2023
Published: June 27, 2023
Effective: June 22, 2023

ORDINANCE NO. 23-1271

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO TREE CANOPY PRESERVATION AND ENHANCEMENT; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by RCW 35A.63.100 and RCW 36.70A.040; and

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

WHEREAS, trees in Lake Forest Park serve an important role and it is the policy of the City to provide a diverse, healthy tree canopy for future generations; maximize the benefits provided by trees and their understory vegetation; mitigate economic, environmental, and community consequences of tree loss; provide regulations that result in no net loss of tree canopy coverage; allow reasonable use of property; promote retention of existing viable, mature trees over removal and replacement; and protect exceptional trees; and

WHEREAS, and the City Council has previously adopted Chapter 16.14 of the Lake Forest Park Municipal Code ("LFPMC"), Tree Canopy Preservation and Enhancement to carry out these policies; and

WHEREAS, Chapter 16.14 LFPMC does not currently include a comprehensive regulatory program for large scale projects that necessitate removal of trees within the right-of-way and adjacent private lots; adoption of such regulations would further the goals of the City as well as provide a well-defined permitting path for applicants; and

WHEREAS, provision in Chapter 16.14 LFPMC used to regulate small scale projects that seek removal of trees in the right-of-way would also benefit from additional detail and clarity;

WHEREAS, the City’s Tree Board held public meetings on May 3, 2023, and June 7, 2023, to discuss amendments to Chapter 16.14 LFPMC; and

WHEREAS, the City Council held public meetings to discuss amendments to Chapter 16.14 LFPMC on April 13, 2023, May 22, 2023, June 8, 2023, and June 22, 2023; and

WHEREAS, the City Council held a public hearing on the proposed interim regulations on June 22, 2023.

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

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

Section 2. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending LFPMC 16.14.030, Definitions, as follows:

16.14.030 Definitions.

For the purposes of this chapter, the following terms are defined as follows:

“Administrator” means the planning director or the planning director’s designee.

“At-risk tree” means a tree that is exposed to potential damage but can be preserved during the construction process of major or minor development, through strict adherence to recommendations from the city’s qualified arborist.

“Best management practices (BMPs)” means adherence to tree health care standards detailed in the current edition of the American National Standards Institute (ANSI) A300 and the current edition of the International Society of Arboriculture (ISA) BMPs including the special companion publication to the ANSI A300, Best Management Practices for Utility Pruning of Trees.

“Caliper” means the industry standard for measurement of nursery stock size. Caliper is measured six inches above the root collar for nursery stock four inches in diameter and smaller.

“Canopy” means the part of the tree crown composed of leaves and small twigs or the collective branches and foliage of a group of trees’ crowns.

“Canopy coverage” means the area covered by the canopy of trees on the lot. When a tree trunk straddles a property line, 50 percent of the canopy shall be counted towards

each property's canopy coverage. The canopy coverage of the immature trees and newly planted trees is determined using the projected canopy areas in the Lake Forest Park general tree list.

"Critical root zone (CRZ)" means the International Society of Arboriculture (ISA) definition of CRZ as an area equal to one-foot radius from the base of the tree's trunk for each one inch of the tree's diameter at 4.5 feet above grade (referred to as diameter at breast height). Example: A 24-inch diameter tree would have a critical root zone radius (CRZ) of 24 feet. The total protection zone, including trunk, would be 50 feet in diameter.

"Crown" means that portion of the tree's stem that is occupied by branches with live foliage.

"DBH" or "DSH" is an acronym for tree diameter at breast height (or standard height) which means the diameter of existing trees measured 4.5 feet above the ground line on the high side of the tree. For the purposes of code enforcement, if a tree has been removed and only the stump remains, the size of the tree shall be the diameter of the top of the stump adjusted to DBH using published tables or regression curves.

"Dead tree" means a tree with no live crown and no functioning vascular tissue.

"Demolition" means the complete tearing down, razing, or removal of a building or structure. A building is considered demolished even if the foundation remains.

"Dripline" for a tree is delineated by a vertical line extended from the outermost branch tips to the ground, or six-foot radius from the stem of the tree, whichever is greater.

"Environmentally critical areas" or "critical areas" and their buffers are defined in Chapter 16.16 LFPMP.

"Exceptional tree" means a viable tree, which because of its unique combination of size and species, age, location, and health is worthy of long-term retention, as determined by the city's qualified arborist. To be considered exceptional, a tree must meet the following criteria:

1. The tree must be included in and have a diameter at breast height (DBH) that is equal to or greater than the threshold diameters listed in Table 1;
2. The tree shall exhibit healthful vigor for its age and species;
3. The tree shall not be considered a significant risk in regard to existing utilities and structures as evaluated per the tree risk assessment defined in LFPMP 16.14.080(A)(1);
4. The tree shall have no visual structural defects that cannot be mitigated by one or more measures outlined in the International Society of Arboriculture Best Management Practices; and

5. If retained under current tree growth conditions, the tree can be expected to remain viable with reasonable and prudent management and care.

Table 1: Exceptional Tree Species and Their Threshold Diameters	
Species	Threshold Diameter (DBH)
Bigleaf MAPLE – <i>Acer macrophyllum</i>	42 inches
Douglas FIR – <i>Pseudotsuga menziesii</i>	42 inches
Grand FIR – <i>Abies grandis</i>	33 inches
MADRONA – <i>Arbutus menziesii</i>	12 inches
Western HEMLOCK – <i>Tsuga heterophylla</i>	36 inches
Western Red CEDAR – <i>Thuja plicata</i>	42 inches
Western White PINE – <i>Pinus monticola</i>	36 inches

“Forest health emergency” means the introduction of, or an outbreak of, an exotic forest insect or disease that poses an imminent danger of damage to the environment by threatening the survivability of native tree species, as defined in Chapter 76.06 RCW.

“General tree list” means a list of tree species that is maintained by the city and approved by the city’s qualified arborist for planting as replacement trees, as well as tree species that are prohibited from being planted as replacement trees.

“Grove” means a contiguous grouping of trees with overlapping canopies that are 12 inches DBH or greater and that occupy no less than 7,000 square feet or more in size.

“Interior critical root zone (ICRZ)” means an area encircling the base of a tree equal to one-half the diameter of the critical root zone. Disturbance of this area beneath a tree would cause significant impact to the tree, potentially life threatening, and would require maximum post-care treatment to retain the tree.

“Invasive tree” means a tree listed as a weed of concern in Chapter 16-750 WAC, Chapter 17.10 RCW, or by King County in its noxious weed list.

“Landmark tree” means a significant tree that is at least 24 inches in diameter (DBH).

“Limits of disturbance” means the boundary between the area of minimum protection around a tree and the allowable site disturbance as determined by the city’s qualified arborist.

“Major development activity” means subdivision or short subdivision; construction or demolition of single-family, multifamily, or commercial buildings; and alterations, repairs, enlargements or additions that add 1,000 square feet or more of impervious surface coverage.

“Minor development activity” means any activity that requires federal, state, or local approval for the use or modification of land or its resource, except those defined as “major development activity.” These activities include, but are not limited to, additions, enlargements, or alterations to existing structures, construction of retaining walls, fences, driveways, and garages, clearing and grading activity, and activity in the right-of-way that is not exempt from permit requirements.

“Multi-stemmed tree” means a tree that has one stem at ground level but that splits into two or more stems above ground level. Trees whose stems diverge below ground level are considered separate trees. Where a tree splits into several trunks below typical DBH, the DBH for the tree is the square root of the sum of the DBH for each individual stem squared (example with three stems: $DBH = \sqrt{(stem\ 1)^2 + (stem\ 2)^2 + (stem\ 3)^2}$).

“Native” means trees and plants native to western Washington.

~~“Off-site replanting” means any one or combination of the following:~~

- ~~1. The planting of replacement trees pursuant to a permit on a lot different from the lot the tree was removed from, given that all other permit requirements and conditions are met.~~
- ~~2. The payment of a mitigation fee to the city tree account in an amount equal to replacement cost, as defined by the current edition of the Council of Tree and Landscape Appraisers Guide for Plant Appraisal, for trees not planted on site. For the purpose of calculation, each 450 square feet of canopy coverage being replaced off-site shall be considered one tree.~~
- ~~3. For utility forest management plans, a utility-funded, city-approved, tree replacement program that provides monies or vouchers to adjacent property owners or the city to effectuate tree replacement, which may or may not be within the utility corridor or right-of-way.~~

“Off-site replanting” means the planting of replacement trees pursuant to permit requirements and conditions on a lot or right-of-way different from the lot or right-of-way corridor the tree was removed from.

“Off-site replanting fee” means the payment of a mitigation fee to the city tree account in an amount equal to replacement cost, as defined by the current edition of the Council of Tree and Landscape Appraisers Guide for Plant Appraisal, for off-site replanting. For the purpose of calculation, each 450 square feet of canopy coverage being replaced off-site shall be considered one tree.

“Off-site replanting program” for utility forest management plans means, a utility-funded, city-approved, tree replacement program that provides monies or vouchers to adjacent property owners or the city to effectuate tree replacement, which may or may not be within the utility corridor or right-of-way. For ROW corridor canopy replacement plans this means an agency funded, city approved, tree replacement program that provides monies to a qualified third party to effectuate tree replacement outside the ROW corridor and prioritizes replanting in the ROW Corridor Off-site Replanting Areas dated June 22, 2023.

“Person” means an individual, corporation, municipal corporation, association, LLC (limited liability corporation), or any legal entity.

“Proactive forest management plan” means a plan for maintenance, management, preservation and enhancement of trees on a lot or lots that includes a qualified arborist’s approach for maintenance and pruning, tree removal, tree planting and forest enhancement over the course of five or more years.

“Protected tree” means a tree and associated understory vegetation identified for retention and protection on an approved tree protection and replacement plan and/or permanently protected by easement, tract, or covenant restriction. Property owners are responsible for protected trees remaining viable and achieving their 30-year maturity goals, including normal care, maintenance, and pruning. Should a protected tree become diseased to the point that it must be removed or die, the property owner is also responsible for replacing the tree with a tree or trees that will achieve the original canopy coverage for which the protected tree was planted to achieve.

“Risk” in the context of trees is the cross-referencing of the likelihood of a tree failure occurring and the severity of the associated consequences to a target.

“Qualified arborist” is an individual who is a certified professional with academic and field experience that makes them a recognized expert in urban forestry and tree protection during development. A qualified arborist shall be a certified arborist member of-with the International Society of Arboriculture (ISA) and/or thea member of the Association of Consulting Arborists and shall have specific experience with urban tree management in the state of Washington. Additionally, the city’s qualified arborist shall be a certified arborist or board certified master arborist, as certified by the International Society of Arboriculture, and be ISA Tree Risk Assessment Qualified and have the necessary training and experience to use and apply the appraisal methodology prescribed in the current edition of the ISA Plant Appraisal Guide.

“Right-of-way corridor (ROW corridor)” means, within the jurisdiction of the City, the public right-of way plus the area within 500 linear feet on either side of the right-of-way boundary lines where trees in the right-of-way are removed. Where the 500 feet includes portions of Lake Washington or another city, that portion shall be added to the other side of the ROW corridor so that a corridor width of 1000 linear feet plus the ROW width is established for the length of the project.

“Right-of-way corridor canopy replacement plan” means a plan submitted by the applicant’s qualified arborist including identification of trees for removal and retention, replanting, maintenance, and monitoring.

“Right-of-way corridor project” means a project that is undertaken by a state agency, municipal corporation, quasi-municipal corporation, regional transit authority or other government entity (together “agency”) which will modify transportation or utility infrastructure in a segment of right-of-way that extends beyond the frontage of one parcel and will require tree removal within the right-of-way and/or on adjacent private property.

“Significant tree” means a tree six inches or greater in diameter (DBH) or a required replacement tree of any size. Dead trees shall not be considered significant trees.

“Street tree” means any ~~significant planted~~ tree ~~in~~ on public rights-of-way or one that has been planted in public rights-of way to replace a street tree.

“Target” or “risk target” means people, property, or activities that could be injured, damaged, or disrupted by a tree.

“Topping” means the removal of the primary leader or the whole top of a tree.

“Tree” means a self-supporting woody plant characterized by one main trunk or, for certain species, multiple trunks, typically reaching at least 20 feet in height at maturity that is recognized as a tree in the nursery and arboricultural industries.

“Tree removal” means the direct or indirect removal of a tree(s) through actions including, but not limited to: clearing, cutting, girdling, topping, or causing irreversible damage to roots or stems; destroying the structural integrity of trees through improper pruning; poisoning; filling, excavating, grading, or trenching within the dripline that results in the loss of more than 20 percent of the tree’s root system; or the removal through any of these processes of greater than 50 percent of the live crown of the significant tree.

“Tree risk assessment” means the systematic process to identify, analyze, and evaluate tree risk. Tree risk assessment shall be conducted in accordance with the latest version of the ISA Best Management Practices Guide.

“Tree risk assessor” means a qualified arborist who identifies subject tree(s) and site conditions, evaluates and classifies the likelihood of failure, estimates the consequences of tree(s) hitting a target, and determines options for treatment or mitigation. The city of Lake Forest Park requires that tree risk assessors be ISA Tree Risk Assessment Qualified.

“Understory vegetation” means small trees, shrubs, and groundcover plants, growing within the dripline or critical root zone (CRZ) of a significant tree.

“Utility forest management plan” means a proactive plan that is concurrent with a utility’s franchise agreement and right-of-way permit(s) for maintenance and management of trees in a utility corridor, right-of-way, or private property that includes the utility’s qualified arborist’s approach for maintenance and pruning, tree removal and off-site replanting, and a commitment to inventorying emergency tree removals.

“Viable (tree)” means a significant tree that a qualified arborist has determined to be in good health with a low risk of failure, is relatively windfirm if isolated or exposed, is a species that is suitable for its location, and is therefore worthy of long-term retention.

“Wildlife habitat tree” means the remaining trunk of a dead, dying, diseased, or hazard tree that is reduced in height and stripped of all live branches. To be considered as a wildlife habitat tree, the tree must be at least 12 inches DBH and 20 feet tall. The actual wildlife habitat tree height must consider the surrounding targets.

“Windfirm” means a tree that is healthy and well-rooted and the city’s qualified arborist has evaluated and determined that it can withstand normal winter storms in Lake Forest Park.

Section 3. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending LFPMC 16.14.040, Tree removal – Application for permits and posting required, as follows:

16.14.040 Tree removal – Application for permits and posting required.

A. Permits Required. No person or their representative, directly or indirectly, shall remove or destroy any significant tree located within the city without first obtaining a tree permit in accordance with this chapter, unless exempted by LFPMC 16.14.050.

B. Permit Categories.

- 1. Minor Tree Permit. Unless a major tree permit is required ~~below~~, a minor tree permit application removal may be submitted permitted without arborist review in the following circumstances: ~~The administrator may require review by the city’s qualified arborist if the administrator determines that the removal could result in a threat to persons or damage of property.~~

- a. When two or fewer significant trees are proposed for removal within any 36-month period, unless the trees are protected trees or are located in an environmentally critical area or buffer; or
- b. When any number of invasive trees are proposed for removal, except when those trees are located in an environmentally critical area or buffer; or
- c. When any tree(s) explicitly covered by an approved proactive forest management permit is proposed for removal.

This application does not require review by the City's qualified arborist. The administrator may, however, require review by the City's qualified arborist if the administrator determines that the removal could result in a threat to persons or damage of property.

2. Major Tree Permit. A major tree permit is required for tree removal with review by the city's qualified arborist under in the following circumstances:

- a. When one or more landmark tree is proposed for removal;
- b. When three or more significant trees are proposed for removal within any 36-month period;
- c. When any tree proposed for removal is a protected tree or is located in an environmentally critical area or buffer;
- d. When any major development activity is proposed;
- e. When any minor development activity is proposed within the critical root zone (CRZ) of significant trees; or
- f. When trees are proposed for removal on a property on which major development activity has occurred within the last five years.

This application requires review and approval by the City's qualified arborist.

3. Proactive Forest Management Permit. A proactive forest management permit application may be submitted when an applicant proposes ~~permitted after review and approval by the city's qualified arborist when the applicant(s) commit(s) to~~ forest enhancement on their lot(s) over the course of five or more years. This application requires review and approval by the City's qualified arborist.

4. Utility Forest Management Permit. A utility forest management permit application may be submitted ~~permitted after review and approval by the city's qualified arborist~~ when a utility provider and their qualified arborist proposes

~~commits~~ to collaborate ~~ive~~ efforts toward improved viability of the city's urban forest in tandem with necessary tree maintenance and management. This application requires review and approval by the City's qualified arborist.

5. Right-of-way Tree Permit. A right-of-way tree permit application may be submitted if the applicant proposes removal of tree(s) in the right-of-way, but does not meet the definition of a right-of-way corridor project permit. This application requires review and approval by the City's qualified arborist.

6. Right-of-way Corridor Project Permit. A ROW corridor project permit may be submitted for a project undertaken by an agency that will modify transportation or utility infrastructure in a segment of right-of-way that extends beyond the frontage of one parcel and will require tree removal within the right-of-way and/or on adjacent private property. This application requires review and approval by the City's qualified arborist.

C. Application Requirements.

1. All tree removal permit applications, except utility forest management permits, shall include the completed permit application supplemented by a general site plan showing:

- a. The name, address, email, and phone number of the applicant and owner of the property;
- b. The locations of tree(s) to be removed;
- c. Nearby structures and streets;
- d. Locations of other significant trees surrounding the tree(s) to be removed;
- e. Locations of critical areas or buffers;
- f. A tree replacement plan if required by LFPMC 16.14.090; and
- g. Authorization for the city's qualified arborist to access the site for the purpose of evaluating permit compliance and the viability of replacement trees.

2. Major tree permits and proactive forest management permit applications shall include the following:

- a. A site map (to scale) with a north arrow depicting accurate location of site features including buildings, driveways, environmentally critical areas and buffers, forest groves or open-grown single or clusters of significant

trees; the CRZ [and ICRZ](#) of the grove, cluster, or individual tree, along with any off-site trees that may be impacted by tree removal, excavation, grading, or other development activity proposed; and

b. A tree inventory and assessment report prepared by a qualified arborist that includes at a minimum: trees to be removed and protected (including CRZ [and ICRZ](#)), trees in the vicinity of construction or that could be impacted by the proposed development activity, tree protection fence location, 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; and

c. A report including, at a minimum, information on tree species, diameter at breast height, condition (health), risk level, existing and proposed canopy coverage, and when applicable, design of a land use proposal that prioritizes healthy trees in accord with LFPMC 16.14.070(D)(3).

3. Proactive forest management permit applications shall also include the following:

a. A proactive forest management plan proposal that meets the definition in LFPMC 16.14.030; and

b. A timeline for tree-related activity, including tree removal, replacement, and maintenance.

4. Utility forest management permit applications shall include the following:

a. A utility forest management plan proposal that meets the definition in LFPMC 16.14.030; and

b. A timeline for tree-related activity, including notification periods that enable city participation in tree removal choices through comment by the city's qualified arborist; and

c. Map(s) indicating the utility corridor(s), right(s)-of-way, or private property where proposed tree maintenance and management activity will occur; and

d. Maintenance and removal practices that reflect the need for continuity of utility service, and public health and safety concerns based on the specific utility facilities.

[5. Right-of-way tree permit applications shall include the following:](#)

a. Either a site plan including the surveyed location of tree(s) proposed for removal in relationship to property lines adjacent to the right-of-way; or authorization from all owners where a tree, or portion thereof, is proposed for removal;

b. A canopy coverage study or reliable information that allows the projected canopy loss to be determined; and

c. A replacement plan that provides for at least one tree replacing each tree removed, to provide canopy coverage equal to or greater than the tree(s) being removed, and any trees replanted in the rights-of-way shall be from the “Chapter 16.14 LFPMC – General Tree List For Lake Forest Park 15’ to 30’ Height” dated June 22, 2023.

6. Right-of-way corridor project permit applications shall include the following:

a. An explanations of the purposes and goals of the project including a discussion of how the design prioritized healthy trees in accord with LFPMC 16.14.070(D)(3) and discussion of why lower impact design approaches to accomplish the project purposes and goals are not feasible.

b. A timeline for tree-related activity including tree removal, replacement, maintenance, and monitoring.

c. A canopy coverage study of the projected canopy lost from the project.

d. A maintenance, monitoring, and watering plan for At-risk trees including replacement if an At-risk tree fails.

e. A ROW corridor canopy replacement plan to mitigate all the tree canopy lost from the project. The plan must identify all trees in the ROW corridor to be removed and to be retained that are considered At-risk or within the limits of disturbance. Any tree replanted in the ROW corridor shall be from the “Chapter 16.14 LFPMC – General Tree List For Lake Forest Park 15’ to 30’ Height” dated June 22, 2023. The plan must include a 3-year maintenance and monitoring plan for replanted trees that includes replacement of trees that fail within the monitoring period. The plan shall provide documentation showing that all reasonable efforts have been made to replace lost canopy by using the following prioritization of replanting locations:

(i) Replanting in the ROW corridor where feasible. “Feasible” as used LFPMC 16.14.040 means the applicant has or will obtain the private property owner’s permission, or in the case of ROW, the City’s permission, to replant in a location with conditions conducive to growth of a viable tree.

(ii) At applicant’s option: where replanting is not feasible in the ROW corridor, replanting consistent with an Off-site replanting program, or replanting, where feasible, in preferred off-site replanting areas identified in the ROW Corridor Off-site Replanting Areas dated June 22, 2023.

(iii) When it can be demonstrated that some portion of the canopy replacement is not feasible by implementing priorities (i) or (ii), the applicant shall pay an Off-site replanting fee for the remaining lost canopy coverage associated with the ROW corridor project.

f. Map(s) depicting the right(s)-of-way and private properties affected by the project and all significant trees (including CRZ and ICRZ) within the limits of disturbance associated with the project. Maps shall also depict significant trees (including CRZ and ICRZ) within the limits of the disturbance. Maps shall also clearly indicate whether trees are proposed for removal or retention.

g. Plan for trenching, construction, or an alteration of grades between the critical root zone (CRZ) and the interior critical root zone (ICRZ) of a protected tree; provided, that the tree protection plan approved by the city’s qualified arborist demonstrates that the proposed activity will not adversely affect the long-term viability of the tree.

7. For all tree removal permit applications, the applicant shall pay the fee established in the city fee schedule. An applicant shall be responsible for all costs associated with the employment of qualified arborists and any review conducted by city employees or city-retained consultants. The administrator may require a deposit to pay for city expenses related to review of the application or inspection after permit approval.

D. Application Posting Requirements – Notice of Application. Notice of application for all permits identified above shall be posted on site, in a place where it can be read from the nearest public street. If the property is located on a private street, notices shall be posted on site, in a place where it can be read from the private street, as well in a place where it can be read from the nearest public street.

1. For minor tree permits, the notice of application shall be posted for a minimum of two full business days prior to permit decision, and shall remain posted until a decision is issued.

2. For major tree permits, the notice of application shall be posted for a minimum of 14 full calendar days prior to permit decision, and shall remain posted until a decision is issued.

3. When the proposal involves removing five or more trees and constitutes 50 percent or more of the canopy on the subject lot, notice of application and public comment procedures shall comply with LFPMC 16.26.040(D)(1) and (E)(1).

4. When the number of trees proposed for removal increases after the notice of application has been posted or the permit has been approved, all tree removal activity must cease and the applicable notice of application procedure shall be repeated in full for the revised application.

5. For proactive forest management permits, the associated minor tree permits must be posted on the subject site in the same manner described in subsection (D)(1) of this section each time tree removal occurs, and must remain posted for at least seven calendar days after the approved activity has been completed.

6. For utility forest management permit, no posting requirements are required additional to those found in RCW 64.12.035.

7. For ROW tree permits, notice and posting application will comply with the requirements for either Minor or Major tree permits depending on whether the facts of the application fall within B.1 or B.2 of this section.

8. For ROW corridor project permits, notice of application and public comment shall comply with LFPMC 16.26.040(D)(1) and (E)(1).

Section 4. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending LFPMC 16.14.070, Tree permit approval criteria and conditions, as follows:

16.14.070 Tree permit approval criteria and conditions.

The following are criteria by which ~~minor~~ tree permits in LFP MC 16.14.040, ~~major tree permits, proactive forest management permits, and utility forest management permits~~ are approved, conditioned, or denied.

...

D. Major Tree Permits. A major tree permit shall be granted if the application satisfies or approval is conditioned to satisfy the following:

1. When the proposed tree removal is not associated with major development activity, trees may be removed if a tree replacement plan is approved that, at a minimum, does the lesser of the following:
 - a. Maintains the canopy coverage at or above the applicable canopy coverage goal; or
 - b. Maintains canopy coverage at or above the percentage existing prior to tree removal.
2. When the proposed tree removal is associated with major development activity, the trees may be removed if a tree replacement plan is approved that, at a minimum, brings canopy coverage to the applicable canopy coverage goal.
3. Development proposals associated with a tree permit shall:
 - a. Incorporate trees as a site amenity and reflect a strong emphasis on tree protection.
 - b. Demonstrate the following prioritized factors for retention:
 - i. Existing viable trees in groups or groves;
 - ii. Exceptional trees or other high quality open-grown, windfirm trees;
 - iii. Landmark trees;
 - iv. Trees in critical area buffers, or adjacent to critical area buffers;
 - v. Trees that are interdependent with and therefore critical to the integrity of groves of other protected trees;
 - vi. Other individual trees that will be windfirm, high quality trees if retained;

vii. Other trees that provide wildlife or riparian habitat, screening, buffering or other amenities;

viii. Trees that help to protect neighbors' trees from windthrow, or other trees within required yard setbacks or on the perimeter; and

ix. Trees next to parks or other open space areas.

c. Retain a forested look, value, and function after development or modification. Trees should be protected within vegetated islands and groves rather than as individual, isolated trees scattered throughout the site.

d. Consider tree protection opportunities in the design and location of building footprints, parking areas, roadways, utility corridors and other structures.

e. Provide grading plans that accommodate existing trees and avoid alteration to grades around existing significant trees.

4. Conditions necessary to safeguard trees identified for protection.

5. A notice on title, in the form required by LFPMC 16.16.190, shall be recorded by the applicant disclosing the permit and associated tree retention conditions as required by this chapter. A notice on title is required for all major permits associated with major development activity, and for major permits which would cause the property's canopy coverage to fall below the canopy coverage goal.

6. Conditions required by the city's qualified arborist to safeguard at-risk trees throughout the development process.

7. Conditions that require sidewalks, structures, utilities, and roadways to be set back at least five feet from the CRZ, except where such structure is cantilevered or otherwise raised above the ground's surface so as not to disrupt the tree's roots, and the proposed construction is not likely to result in conflicts between the tree and the sidewalk, driveway, structure, or utility that would necessitate the tree's removal during its normal lifespan.

8. Conditions to allow trenching, construction, or an alteration of grades between ~~the five-foot setback from~~ the critical root zone (CRZ) and the interior critical root zone (ICRZ) of a protected tree; provided, that the tree protection plan approved by the city's qualified arborist demonstrates that the proposed activity will not adversely affect the long-term viability of the tree.

...

G. Right-of-way Tree Permits. A right-of-way tree permit shall be granted if the application proposes, or is conditioned such that at least one tree is replanted for each tree removed to provide canopy coverage equal to or greater than the tree(s) being removed, and one of the follow circumstances apply:-

- 1. The tree(s) is causing obvious physical damage to structures, utilities or other infrastructure, such as building foundations, public sidewalks, roadways, or utilities, and the city’s qualified arborist has determined that mitigation action, such as pruning would be not be feasible to minimize further damage; or
- 2. The tree(s) is in such a condition of poor health or poor vigor that removal is justified; or
- 3. The tree(s) is an invasive species, as verified by the city’s qualified arborists; or
- 4. The tree(s) cannot be successfully retained, due to unavoidable conflict with public or private construction or development conflict.

H. Right-of-way Corridor Project Permits. A right-of-way corridor project permit shall be granted if the application proposes, or is conditioned, to satisfies the following:

- 1. The right-of-way corridor design proposal adequately addresses why the project is designed as proposed rather than an alternative with less impact on tree preservation; and
- 2. All application requirements in LFPMC 16.14.040(C)(6) are adequately addressed; and
- 3. The approved ROW corridor replacement plan will result in the replacement of the canopy coverage lost due to the tree removal associated with the project, and includes all items as required for a ROW corridor replacement plan in LFPMC 16.14.040(C)(6)(e); and
- 4. The application addresses trenching, construction, or an alteration of grades between the critical root zone (CRZ) and the interior critical root zone (ICRZ) of a protected tree; provided, that the tree protection plan approved by the city’s qualified arborist demonstrates that the proposed activity will not adversely affect the long-term viability of the tree; and
- 5. A maintenance, monitoring, and watering plan for At-risk trees, including replacement if an At-risk tree fails, is included.

I. Notice of Decision. The approved tree permit must be posted on the subject site in the same manner described in LFPMC 16.14.040(D)(1) and on the same day the permit is issued. For major tree permits, removal may commence 15 days after the issuance of the approved tree permit. For minor tree permits, removal may commence immediately

upon posting of the approved tree permit. The tree permit shall remain posted at least one week (seven calendar days) after the approved activity has been completed.

JH. Appeals. Appeals of tree permit decisions shall be processed under Chapter 16.26 LFPMC as appeals of ministerial administrative decisions. Appeals must be filed within 14 days following the notice of decision pursuant to LFPMC 16.26.055.

KI. Minor amendments to an approved tree removal permit may be made with written approval of the administrator and the city’s qualified arborist. Major amendments that substantively amend the number of trees to be removed, increase impacts on retained trees, or change conditions imposed within the permit must be noticed pursuant to this section prior to written approval of the major amendment.

LJ. Tree removal permits expire ~~six months~~ (180 days) after the date the permit is issued, unless one of the following apply:

1. the city’s qualified arborist has approved a proactive forest management permit, utilities forest management permit, or ROW corridor project permit; or
2. the administrator grants one extension of up to 180 days ~~six months~~ when the applicant provides a written request prior to expiration that includes a reasonable justification for the extension, such as a financial hardship, hardship in obtaining replacement trees, or weather-related factors that prevent the applicant from completing the requirements of the permit.

...

Section 5. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending LFPMC 16.14.0110, Tree maintenance, as follows:

16.14.110 Tree maintenance.

A. All protected trees and required replacement trees, so designated on an approved permit and replanting plan, shall be maintained in healthy condition by the property owner unless otherwise approved by the city in a subsequent permit. If the canopy coverage falls below the approved coverage granted by latest tree removal permit, the property owner will be required to plant replacement trees to achieve the approved canopy requirements.

B. Pruning.

1. Significant and protected trees, as defined in this chapter, shall not be topped.

2. Street trees shall be pruned only ~~under by permit granted by the the supervision of the~~ Lake Forest Park public works department under terms consistent with this chapter.

3. Pruning and maintenance of protected trees shall be consistent with the ANSI A300 standards and ISA best management practices for proper pruning.

Section 6. EFFECTIVE DURATION OF INTERIM DEVELOPMENT REGULATIONS. These interim development regulations set forth in this ordinance shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire on December 22, 2023, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 7. PUBLIC HEARING. A public hearing was held on these interim regulations by the City Council on June 22, 2023, which satisfies the public hearing requirement in RCW 36.70A.390.

Section 8. REFERRAL TO STAFF. The Planning Director, or designees (the "Director") is hereby authorized and directed to make a recommendation to the City Council regarding permanent development regulations for amendments to Chapter 16.14. LFPMC.

Section 9. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 10. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

APPROVED BY A MAJORITY PLUS ONE of the Lake Forest Park City Council this 22nd day of June, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: June 22, 2023
Adopted: June 22, 2023
Posted: June 27, 2023
Published: June 27, 2023
Effective: June 22, 2023



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	6/22/2023
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	Resolution 23-1903 – Extension of Interagency Reimbursement Agreement between Washington State Administrative Office of the Courts and Lake Forest Park Municipal Court for reimbursement costs related to the Blake decision.

Legislative History

- July 14, 2022, City Council Regular Meeting – Action
- June 22, 2023, City Council Regular Meeting - Action

Attachments:

1. Resolution 23-1903
2. Interagency Agreement IAA24089
3. Resolution 1850
4. Interagency Agreement IAA23739

Executive Summary

This is the second Interagency Reimbursement Agreement between the Administrative Office of the Courts (AOC) and Lake Forest Park (LFP) to access funds allotted to cities and municipal courts affected by the *State v. Blake* decision. Performance under this agreement would begin on July 1, 2023, and end on June 30, 2024. The prior agreement expires on June 30, 2023.

Background

On February 25, 2021, the Washington State Supreme Court in *State v. Blake* declared Washington's strict liability drug possession statute unconstitutional. Consequently, persons convicted in Washington State under RCW 69.50.4013(1) for possession of controlled substances may be eligible to have their conviction vacated and any fines, assessments, and fees paid refunded. AOC has set aside state funds, i.e., a legal financial aid pool, for this purpose.

LFP has been awarded up to a maximum of \$95,921.00 for extraordinary judicial, prosecutorial, or defense-related **costs of resentencing and vacating sentences** of defendants whose convictions or sentences are affected by *Blake*. We must, of course, follow the rules for reimbursement by the funding authorities. Per the contract, LFP is to submit a monthly A-19 invoice form and a data report with the required documentation. AOC will reimburse approved requests within 30 days of receipt. The performance of this agreement would begin on July 1, 2023, and end on June 30, 2024.

Implementation:

Nearly a dozen King County Municipal Courts have concluded the best way to handle this process is to work with their Finance Department. Motions and orders will be processed by the court and submitted to Finance for payment. Once Finance receives the order and issues payment, LFP will seek reimbursement from AOC following the designated procedures.

Note:

The *Blake* decision implicates charges as far back as 1971. Our court records don't reach back to 1971 but, to date, we have identified more than 400 cases filed for these charges since 1995. It will be a labor-intensive process to research and review the numerous cases for appropriate action - to vacate, resentence or reimburse legal financial obligations. Accepting AOC funds will underwrite the work that needs to be done to process these cases and provide financial reimbursement. It is important for the City to take full advantage of the funds being allotted to the City.

It is our recommendation for the Council to authorize this Interagency Reimbursement Agreement and participate in the AOC program.

Fiscal & Policy Implications

The budget actuals

The City may be reimbursed for costs incurred vacating convictions and refunding any fines, assessments, and fees paid as a result of the *State v. Blake* decision.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	City could receive reimbursement for costs incurred under <i>Blake</i> decision
<ul style="list-style-type: none"> • Deny 	City could receive no reimbursement from the State and have to pay out of pocket the costs incurred under the <i>Blake</i> decision

Staff Recommendation

Approve Resolution 23-1903 authorizing the Mayor to sign the Interagency Reimbursement Agreement with the Washington State Administrative Office of the Courts.

RESOLUTION NO. 23-1903

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERAGENCY REIMBURSEMENT AGREEMENT WITH THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR REIMBURSEMENT COSTS OF RESENTENCING AND VACATING SENTENCES UNDER THE BLAKE DECISION.

WHEREAS, the City of Lake Forest Park Municipal Court will incur additional costs related to the extraordinary expense of resentencing and vacating sentences under the *State v. Blake* decision and for the costs of refunding legal financial obligations; and

WHEREAS, the Washington State Administrative Office of Courts will provide reimbursement of costs to the City of Lake Forest Park related to expenses resulting from the *Blake* decision; and

WHEREAS, the City of Lake Forest Park and the Washington State Administrative Office of the Courts have negotiated the Interagency Reimbursement Agreement providing for such reimbursement.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Interagency Reimbursement Agreement with the Washington State Administrative Office of the Courts attached hereto as Exhibit A for the purpose of reimbursing Lake Forest Park for extraordinary costs of resentencing and vacating sentences under the *Blake* decision and for the costs of refunding legal financial obligations under the *Blake* decision.

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 22nd day of June, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: July 7, 2022
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.:

INTERAGENCY REIMBURSEMENT AGREEMENT IAA24089
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
LAKE FOREST PARK MUNICIPAL COURT

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the Administrative Office of the Courts (“AOC”) and LAKE FOREST PARK MUNICIPAL COURT (“Jurisdiction”) to reimburse LAKE FOREST PARK MUNICIPAL COURT for the extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* (“Blake”).

I. PURPOSE

The purpose of this Agreement is to reimburse Jurisdiction for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For municipalities, this will include language from Engrossed Substitute Senate Bill 5187, Section 114(13) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

II. REIMBURSEMENT

Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$ \$95,921.00 for the extraordinary judicial, prosecutorial, and/or defense-related costs (collectively, “Costs”) of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. Municipalities should be advised, the Washington Legislature passed Engrossed Substitute Senate Bill 5187, Section 114(13), which requires vacating of cannabis and possession of paraphernalia.

A. To be eligible for reimbursement, the Costs must be incurred between July 1, 2023 and June 30, 2024. AOC will not reimburse Jurisdiction for Costs incurred after June 30, 2024. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2023**, regardless of the date of execution, and ends on **June 30, 2024**. The period of performance may be amended by mutual agreement of the Parties.

IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, its A-19 invoices to Payables@courts.wa.gov.

B. Jurisdiction's A-19 invoices must include:

1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;
2. A list of any case numbers associated with the services provided;
3. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
4. Any employee positions supported by Blake related funds, broken down by judicial, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;
5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and
6. Data, including case numbers and aggregate data on the number and type of cases:
 - a. Vacated under *Blake*;
 - b. Resentenced under *Blake*; and
 - c. Being worked on under *Blake*.

V. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VI. GOVERNANCE

A. This Agreement is entered into pursuant to and under the authority

granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

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

1. Applicable state and federal statutes and rules;
2. This Agreement; and then
3. Any other provisions of the Agreement, including materials incorporated by reference.

VII. WAIVER

A failure by either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

VIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

IX. AGREEMENT MANAGEMENT

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Jurisdiction Program Manager/Point of Contact
<p>Sharon Swanson Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 Sharon.Swanson@courts.wa.gov (360) 890-2549</p>	<p>Jennifer Grant Judge 17425 Ballinger Way NE Lake Forest Park, WA 98155 jgrant@cityofflp.gov (206) 364-7711</p>

RESOLUTION NO. 1850

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERAGENCY REIMBURSEMENT AGREEMENT WITH THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR REIMBURSEMENT COSTS OF RESENTENCING AND VACATING SENTENCES UNDER THE BLAKE DECISION.

WHEREAS, the City of Lake Forest Park Municipal Court will incur additional costs related to the extraordinary expense of resentencing and vacating sentences under the *State v. Blake* decision and for the costs of refunding legal financial obligations; and

WHEREAS, the Washington State Administrative Office of Courts will provide reimbursement of costs to the City of Lake Forest Park related to expenses resulting from the *Blake* decision; and

WHEREAS, the City of Lake Forest Park and the Washington State Administrative Office of the Courts have negotiated the Interagency Reimbursement Agreement providing for such reimbursement.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Interagency Reimbursement Agreement with the Washington State Administrative Office of the Courts attached hereto as Exhibit A for the purpose of reimbursing Lake Forest Park for extraordinary costs of resentencing and vacating sentences under the *Blake* decision and for the costs of refunding legal financial obligations under the *Blake* decision.

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.

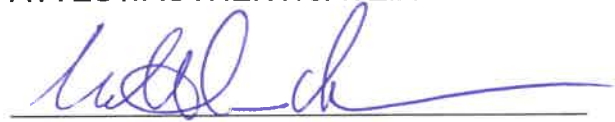
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 14th day of July, 2022.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: July 7, 2022
PASSED BY THE CITY COUNCIL: July 14, 2022
RESOLUTION NO.: 1850

EXHIBIT A to Resolution 1850

INTERAGENCY REIMBURSEMENT AGREEMENT IAA23739
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
LAKE FOREST PARK

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and LAKE FOREST PARK, for the purpose of reimbursing LAKE FOREST PARK (City) for extraordinary costs of resentencing and vacating sentences under *Blake* and for the cost of refunding legal financial obligations (LFOs) under the *Blake* decision.

1. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Cities and Municipal Courts with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in are affected by the *State v. Blake* decision, and to provide reimbursements to assist Cities and Municipal Courts who have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Municipal Court are affected by the *State v. Blake* decision.

2. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse the City up to a maximum of 95,921 for extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake* decision incurred during the period of February 25, 2021 to June 30, 2023. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties.
- B. LFO Reimbursement. AOC will reimburse the City up to a maximum of 82,841 for payments made by the City during the period February 25, 2021 to June 30, 2023 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 2 (b) will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by

agreement of the parties. Nothing in this Agreement requires the City to make payments pursuant to a court order when the funds available for reimbursement are less than the amount of the payment.

- C. General. AOC shall provide reimbursement to the City for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2022**, regardless of the date of execution, and ends on **June 30, 2023**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes.

4. TERMS OF REIMBURSEMENT

a) The City shall request reimbursement as follows:

1. The City will submit its A-19 invoices monthly to payables@courts.wa.gov. A-19 invoices submitted under this agreement must include:
 - a. Payment documents from the City indicating the amounts expended, the recipients, and the date of expenditure.
 - b. Sufficient information to allow AOC to determine that the costs reimbursed are extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake*.
 - c. Proper coding for expenses under both 2.A. and B. For LAKE FOREST PARK expenses under 2.A. must be coded **40021070**, and reimbursement under 2.B. must be coded **40022090**.
2. The City shall provide a monthly report to AOC that must contain at a minimum:
 - a. A list of any case numbers associated with the services provided;
 - b. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
 - c. The amount of LFOs reimbursed, with the case number associated with that amount.
 - d. Any positions supported by these funds, broken down by judicial, prosecutorial, and defense-related positions; and
 - e. Data, including case numbers and aggregate data on the number and type of cases:
 - i. Vacated under *Blake*;

- ii. Resentenced under *Blake*; and
 - iii. Being worked on under *Blake*.
- b) By May 1, 2023, the City agrees to report any allocated funds under either 2. A. or B. that it will be unable to spend during the term of the contract, or any additional funds it anticipates needing during the term of the contract should additional funds become available. AOC reserves the right to reallocate funds that are reported to be unable to be spent.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

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

6. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

7. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

8. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

INTERAGENCY REIMBURSEMENT AGREEMENT IAA23739
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
LAKE FOREST PARK

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and LAKE FOREST PARK, for the purpose of reimbursing LAKE FOREST PARK (City) for extraordinary costs of resentencing and vacating sentences under *Blake* and for the cost of refunding legal financial obligations (LFOs) under the *Blake* decision.

1. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Cities and Municipal Courts with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in are affected by the *State v. Blake* decision, and to provide reimbursements to assist Cities and Municipal Courts who have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Municipal Court are affected by the *State v. Blake* decision.

2. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse the City up to a maximum of 95,921 for extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake* decision incurred during the period of February 25, 2021 to June 30, 2023. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties.
- B. LFO Reimbursement. AOC will reimburse the City up to a maximum of 82,841 for payments made by the City during the period February 25, 2021 to June 30, 2023 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 2 (b) will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by

agreement of the parties. Nothing in this Agreement requires the City to make payments pursuant to a court order when the funds available for reimbursement are less than the amount of the payment.

- C. General. AOC shall provide reimbursement to the City for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2022**, regardless of the date of execution, and ends on **June 30, 2023**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes.

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a) The City shall request reimbursement as follows:

1. The City will submit its A-19 invoices monthly to payables@courts.wa.gov. A-19 invoices submitted under this agreement must include:
 - a. Payment documents from the City indicating the amounts expended, the recipients, and the date of expenditure.
 - b. Sufficient information to allow AOC to determine that the costs reimbursed are extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake*.
 - c. Proper coding for expenses under both 2.A. and B. For LAKE FOREST PARK expenses under 2.A. must be coded **40021070**, and reimbursement under 2.B. must be coded **40022090**.
2. The City shall provide a monthly report to AOC that must contain at a minimum:
 - a. A list of any case numbers associated with the services provided;
 - b. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
 - c. The amount of LFOs reimbursed, with the case number associated with that amount.
 - d. Any positions supported by these funds, broken down by judicial, prosecutorial, and defense-related positions; and
 - e. Data, including case numbers and aggregate data on the number and type of cases:
 - i. Vacated under *Blake*;

- ii. Resentenced under *Blake*; and
 - iii. Being worked on under *Blake*.
- b) By May 1, 2023, the City agrees to report any allocated funds under either 2. A. or B. that it will be unable to spend during the term of the contract, or any additional funds it anticipates needing during the term of the contract should additional funds become available. AOC reserves the right to reallocate funds that are reported to be unable to be spent.

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

7. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

8. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

9. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	City Program Manager
<p>Christopher Stanley Chief Financial and Management Officer PO Box 41170 Olympia, WA 98504-1170 christopher.stanley@courts.wa.gov (360) 357-2406</p>	<p>LAKE FOREST PARK Court Administrator 17425 Ballinger Way NE Lake Forest Park, WA 98155 omconville@ci.lake-forest-park.wa.us 206-364-7711</p>

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

LAKE FOREST PARK

Signature *Date*

Signature *Date*

Name

LAKE FOREST PARK

Name

Title

Title



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date	June 22, 2023
Originating Department	Public Works
Contact Person	Cory Roche, Environmental & Sustainability Specialist Jeffrey Perrigo, Director of Public Works Phillip Hill, City Administrator
Title	Resolution No. 23-1902: Authorizing the Mayor to Sign an Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project

Legislative History

- Prior Related Action – adoption of Resolution 1757, December 12, 2019 (MOU with Forterra); adoption of Resolution 1816, November 4, 2021(interfund loan for purchase); and adoption of Resolution 1820, November 4, 2021(purchase and sale agreement with Forterra)
- First Presentation – August 11, 2022, City Council Work Session CIP Discussion
- Second Presentation – November 17, 2022, City Council Special Meeting Budget Approval
- Third Presentation – June 8, 2023, regular City Council meeting
- Fourth Presentation – June 22, 2023, regular City Council meeting

Attachments:

1. Resolution No. 23-1902: Authorizing the Mayor to Sign an Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental, and Permitting Project
2. Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental, and Permitting Project
3. Resolution 1757/Authorizing the Mayor to Execute the Memorandum of Agreement for the Acquisition of Property with Forterra NW for the Purchase of Property for Park Purposes

4. Resolution 1816/Authorizing an interfund loan from the sewer capital fund to the strategic opportunity fund
5. Resolution 1820/Authorizing the Purchase and Sale Agreement between the City and Forterra NW for the City's Purchase of two Lake Front Parcels for Park Purposes

Executive Summary

In April 2023, City staff solicited for consultant proposals for design, engineering, environmental review, and permitting for improvements at the future lakefront park property that the City purchased in November 2021, located at 17345 and 17347 Beach Dr SE (Lakefront park lots). The consultant, DCG-Watershed, was selected after a thorough Request for Qualification (RFQ) process that included a 5-member panel scoring and interviewing the candidates, along with checking qualified references. City staff recommends a contract with DCG-Watershed to prepare design, engineering, environmental review, and permitting for improvements to the future Lakefront park. The base contract amount for the work is \$217,459.00, the contract includes fees for reserve services of \$56,500.00, for a total contract amount of \$273,959.00.

Background

Active Park Elements and Master Planning Process/PROS-T Plan

The City Council has discussed the need to provide active recreation and public access (non-motorized) to Lake Washington in future property acquisitions. Purchase of the Lakefront park lots facilitates these goals and provides for a potential small indoor community gathering area as well. Now that acquisition has been completed, the design and development for the Lakefront park lots are the next step to fill a large gap in the Lake Forest Park community's recreation needs.

Fiscal & Policy Implications

The City's adopted budget includes development of the Lakefront Park lots in its work plan. Grants and outside funding have contributed to complete this phase of the future Lakefront Park. The Capital Improvement Plan (CIP) includes \$100,000 for this planning effort, and the remainder can be supported by the King County Parks Levy, which has a carry-over amount from 2022 and 2023 of \$271,000.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Authorize the Mayor to sign the agreement for consultant services with DCG-Watershed 	<p>The consultant will prepare Lakefront Improvements Design, Engineering, Environmental Review, and Permitting</p>
<ul style="list-style-type: none"> • Do not authorize the Mayor to sign the agreement for consultant services with DCG-Watershed 	<p>The City will not contract with the consultant to prepare Lakefront Improvements Design, Engineering, Environmental Review, and Permitting</p>

Staff Recommendation

Pass Resolution No. 23-1902 authorizing the Mayor to Sign an Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project.

RESOLUTION NO. 23-1902

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT BETWEEN DCG-WATERSHED AND THE CITY OF LAKE FOREST PARK FOR CONSULTANT SERVICES FOR THE LAKEFRONT IMPROVEMENTS DESIGN, ENGINEERING, ENVIRONMENTAL REVIEW, AND PERMITTING PROJECT

WHEREAS, promoting community vitality and a healthy environment are goals of the Lake Forest Park City Council's Strategic Plan; and

WHEREAS, adding public water access for residents is a top priority of the City's Parks, Recreation, Open Space, & Trails Plan; and

WHEREAS, the City acquired real property in November 2021 located at 17345 & 17347 Beach Dr. NE for future use as a public park and open space with recreation elements and access to the water ("Lakefront park lots"); and

WHEREAS, the City finds that DCG-Watershed is qualified and experienced in preparing the desired improvement design, engineering, environmental review, and permitting for the Lakefront park lots; and

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

Section 1. AGREEMENT APPROVAL . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project attached hereto as Attachment A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, 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 June, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean

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

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT**

**Agreement Title: Consultant Services with DCG-Watershed for the
Lakefront Improvements Design, Engineering, Environmental Review,
and Permitting Project**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **DCG-Watershed** (the "Consultant"), a Washington corporation, dated this _____ day of _____, 2023.

Consultant Business: DCG/Watershed Inc.
Consultant Address: 9706 4th Ave NE, Suite 300, Seattle, WA 98115
Consultant Phone: (425)650-1332
Consultant Fax: (425)827-8136
Contact Name Amber Mikluscak
Consultant e-mail: amikluscak@dcgwatershed.com

Federal Employee ID No.: 91-1364393

Authorized City Representative Jeffrey Perrigo, Director of Public Works
for this contract:

WHEREAS, the City desires to prepare improvements design, engineering, environmental review, and permitting for the City’s Lakefront Park Project; and

WHEREAS, public convenience and necessity require the City obtain the services of a consultant with experience to perform this work; and

WHEREAS, the City finds that DCG-Watershed is qualified and experienced in preparing the desired improvement plans and other required work;

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental, and Permitting 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 Amber Mikluscak. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than July 1, 2024, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed Two Hundred and Seventy-Three Thousand and Nine Hundred and Fifty-Nine Dollars (\$273,959.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

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

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to Cory Roche, Environmental and Sustainability Specialist croche@cityofflp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

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

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

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

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

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

8. Insurance.

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

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

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

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

4. 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: Cory Roche, Environmental and Sustainability Specialist
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

DCG-Watershed
Attn: Amber Mikluscak, Principal, director of Landscape Architecture

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

	<i>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</i>
CITY OF LAKE FOREST PARK WASHINGTON	DCG-WATERSHED
By: _____ Jeff Johnson, Mayor	By _____ Typed/Printed Name: _____
Date _____	Its _____ Date: _____
ATTEST:	
_____ Matthew McLean, City Clerk	

Date:

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney

Date: _____

LAKE FOREST PARK LAKEFRONT IMPROVEMENTS
CITY OF LAKE FOREST PARK

SCOPE OF WORK

Project Overview

The City of Lake Forest Park (City) has retained DCG/Watershed and its teaming partners (Consultant) for “Lakefront Improvements Design, Engineering, Environmental, and Permitting” (Project) located at 17345 and 17347 Beach Dr SE (parcel 4030100035, 0040), Lake Forest Park. The Project is intended to improve public waterfront access through the transition of a newly acquired single-family residential parcel into a public waterfront park. The Project is adjacent to an existing park, Lyon Creek Waterfront Preserve Park. Work is anticipated to extend across the parcel line into the existing park to create an integrated recreational program and park experience for the City and park users. Work is anticipated to include improvements to Beach Dr SE to provide safe bicycle and pedestrian connections to the Burke Gilman Trail and the SR522 intersection.

This contract outlines the initial phase of the Project, hereafter referred to as Phase 1, which will include predesign services, concept design of up to three alternatives, preferred design selection, and schematic design for the preferred concept.

Program

The site program may include the following elements: waterfront access improvements, such as docks, floats, and/or boardwalks; traffic control and safety improvements, such as crosswalks and sidewalk connections; streetscape improvements, and/or parking and drop-off area; pedestrian facilities, such as paths and trails; shoreline enhancements, such as restoration, revegetation, and/or earthwork; landscape improvements, including hardscapes, planting, and site furnishings; critical area protection and mitigation; and, demolition and renovation of existing structures.

Project Team

The project team will include the following sub-consultants: Johnston Architects (architecture); Transportation Solutions, Inc., (traffic design and engineering); APS Survey & Mapping, Inc., (land surveying); HWA Geosciences, Inc., (geotechnical engineering); Elcon Associates, Inc., (electrical engineering); and DCW Cost Management (cost estimation).

Project Schedule

The City does not yet have a target date for project completion. The City and Consultant proposed the following timeline for Phase 1 of the Project. A detailed timeline including project milestones and delivery dates will be provided at the beginning of the Project Work. The timeline for subsequent work phases will be refined at the end of Phase 1 and will be contingent on funding availability.

Phase 1: Predesign, Concept Design Alternatives, Schematic Design (±12 months, June 2023 – May 2024)

- Predesign – 14 weeks
- Concept Design and Alternatives Analysis – 12 weeks
- Preferred Design Selection – 12 weeks
- Schematic Design – 12 weeks

Future Phases (Not in Contract): Design Development, Construction Documentation, Construction Administration, Post Occupancy/Site Commissioning (June 2024 and beyond, estimates are approximate, timeline is contingent on funding, permitting, and outcome of Phase 1 work)

- *Design Development – 4 months*
- *Construction Documentation and Permitting – 9 months*
- *Bid Support and Coordination – 2 months*
- *Construction - 6 months*
- *Post Occupancy/Site Commissioning – 12 months*

Scope Summary

The Consultant anticipates providing the following Work elements under this Scope:

- Project management
- Predesign and Schematic Design services, including the following design specialties:
 - Landscape architecture
 - Architecture
 - Civil engineering
 - Marine engineering
- Preliminary technical guidance, including the following specialties:
 - Transportation engineering
 - Geotechnical engineering
 - Environmental planning and permitting
 - Arboriculture
 - Cost estimation
 - Surveying
- Stakeholder outreach and engagement
- *Future work anticipated as a contract supplement:*
 - Continued design services for the design specialties listed above, including:
 - Design Development, including Plans, Specifications, and Estimate (PS&E) at 30% and permit submittal
 - Construction Documentation, including Plans, Specifications, and Estimate (PS&E) at 60%, 90%, and 100%/Bid-ready
 - Detailed technical guidance for the specialties listed above
 - Construction Administration

Work Performed by the City

Throughout the duration of the Project, the City will perform services, furnish information, and answer questions as necessary to guide and complete the Project. The following services will be performed by the City:

- Provide existing and available as-built plans, records, studies, geospatial or other data, or other materials or records that are applicable to or that may inform, guide, or accelerate the Work outlined in this Scope.

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- Provide accommodations as required for all stakeholder meetings throughout the life of this contract.
- Review and comment on all deliverables outlined in this Scope.
- Participate in meetings, reviews, and events as outlined in this Scope.

General Assumptions

The following are general project assumptions for the Scope.

- Phase 1 tasks will be performed in succession as laid out in the detailed Project schedule. Delays in the Work completion may result in additional fees and services.
- If work conducted on the Project extends for a period of more than 18 months, hourly rates may be adjusted to reflect current rates.
- Changes in the detail of Work beyond what is described in this Scope will be made as requested by the City and authorized by amendment as extra work.
- Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.
- The Consultant will invoice the City on a monthly basis as Work is completed. If required, any special reporting of funds, such as may be required by State or Federal funding sources, will be handled entirely by the City.
- The City may supplement staffing needs with experts in particular subject matters to assist in the review process for all interim, draft, and final submittals. The experts will be an extension of City staff and will assist, as needed, in providing comments and the resolution of comment responses as part of the general review process for each submittal.
- All access permissions for completion of the Work will be obtained by the City.
- The Consultant is responsible only for meeting deadlines for their tasks and has no control over those portions of the schedule related to the tasks performed by the City or any third party that is retained by the City. The Consultant will work with the City to the greatest extent feasible to maintain the overall Project schedule.
- Imperial units will be used for all project documents.
- The City project manager shall compile and organize all comments received from City departments and other reviewers and provide them to the Consultant as a single cohesive document. Any conflicting comments shall be identified and reconciled by the City project manager prior to delivery to the Consultant.
- Review should be completed in a timely manner, in the duration as specified in the Project Schedule, in one cycle. Consultant is not responsible for delays in Project Schedule resulting from delays in review. During review periods, the Consultant may move forward on tasks that do not rely on review results.
- After the first round of review comments is closed, additional comments Consultant receives shall be considered as Consultant's additional efforts in communicating, interpreting, and addressing those comments and shall be addressed in the following tasks. Any extra work which is not in Scope and triggered by these additional comments will be through amended Scope.

Exclusions

- Consultant services not specifically described in this Scope.

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- Cultural resources and archaeological services and investigations, however, these services can be added by amendment.
- Any Work in pursuit of green building certifications and/or credentials, however, these services can be added by amendment.
- Permitting fees and permit submittals, which are assumed to occur in a future contract phase.

Scope of Work – Project Phase 1

The Work to be completed in Phase 1 is broken down into the following tasks for project reporting, billing, and accounting.

- Task 1 – Project Management
- Task 2 – Stakeholder Engagement
- Task 3 – Predesign
- Task 4 – Concept Design
- Task 5 – Schematic Design

Task 1 – Project Management

This Task addresses administration of work from initiation to closure.

Project Management Plan

The Consultant will provide a Project Management Plan to direct and define the analysis and decision-making process required to complete the project. The plan will include these components:

- Project scope of work
- Project schedule
- Team roles, work assignments and organization
- List of team meetings needed for project coordination
- Communications protocols
- Required reporting for applicable grant funding
- Records management
- Change management and control procedures including Change Log
- Project safety plan
- Quality management plan
- Closeout of project
- Drafts of Consultant's standard templates for meeting agenda and summaries.

Kick-off Meeting

The Consultant will facilitate one (1) in-person or hybrid kick-off meeting with key members of the Consultant team and City staff. The kick-off meeting will cover project introductions, internal and external stakeholder identification, roles of key individuals and stakeholders (e.g., RACI analysis), review of project scope with limitations and exclusions, and goal setting.

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Project Oversight and Reporting

The Consultant project manager will provide direction to the Project team, including Subconsultants, and conduct Project coordination meetings with appropriate task leaders. The Consultant will coordinate execution of the Project and meet regularly with the City project manager and staff.

The Consultant will provide direction to the Subconsultants and review their work over the course of the Project. Monthly monitoring of the subconsultant's budget will occur over the course of the Project. Current status, as well as projections, will be developed. Consultant will monitor Subconsultant costs and budgets, and propose corrective actions, if necessary. This may include formal Scope and/or budget modifications which would require City approval in advance.

The Consultant's project manager will monitor the Project planned budget versus actual progress. Consultant will prepare and submit an invoice and brief progress report monthly that reflects progress over the previous billing period and anticipated activities over the next billing period. The monthly progress report will include: a summary of any identified variances from the budget and schedule, reason(s) for the variance, and proposed corrective action(s). New Project Changes will be noted. The Consultant will update to the Project delivery schedule, as changes occur. Project schedule tasks and milestones shall be consistent with the task and deliverables described in the Scope.

The Consultant will provide Quality Assurance / Quality Control (hereafter as QA/QC) in accordance with the Consultant's in-house QA/QC Plan and modified as needed to meet Project specific requirements. The Consultant is responsible for adhering to the QA/QC procedures for all phases of body of work that include but not limited to: computer modeling assumptions, input and output files, analysis approach, design calculations, reports, plans, specifications, and cost estimates; and pertinent information on an ongoing basis. The task entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format; and documents that the overall Project objectives are being fulfilled.

Assumptions:

- Internal project team coordination meetings will be held on a bi-weekly basis during Project duration. These meetings will be in addition to the coordination meetings held with the City.
- The Consultant project manager will maintain a reserve to accommodate additional quarterly meetings, either digital or in-person, with the principal-in-charge and City project manager, if needed.
- The Consultant project manager and the City project manager will confer on project progress via telephone on a biweekly basis for the duration of the Project.
- Consultant invoices will include a summary with a breakdown of hours, tasks, and descriptions of work completed.
- As part of the biweekly calls with the Consultant project manager and City project manager, the Consultant will check in on quality management to ensure product quality aligns with City's expectations, identifying and making corrective action(s), if needed.

Deliverables:

- Project Management Plan

- Kick-off meeting with key members of Consultant Team and City staff
- Biweekly meetings with City project manager
- Monthly invoices and Progress Reports, including summary of biweekly meetings, emailed to the City in electronic (PDF) format.
- Monthly updates to Project delivery schedule in electronic (PDF) format.

Task 2 – Stakeholder Engagement

This Task address communication and engagement with stakeholders external to the Project Team to be identified in the kick-off meeting.

Stakeholder Engagement Plan

Building off the stakeholder discussion from the kick-off meeting, the Consultant will develop a Stakeholder Engagement Plan that outlines goals for who, when, why, and how stakeholders will be engaged. The plan will reference milestones in the Project Schedule and will outline stakeholder engagement responsibilities and expectations for both the Consultant and City staff. The plan will be submitted for review and approval by the City. Once approved, the Stakeholder Engagement Plan will serve as primary outline for collaborative stakeholder engagement through the duration of the current Project phase.

Engagement Website

The Consultant will design, build, and host a public-facing website for the duration of the current Project phase. The website will serve as an online headquarters for the public to access project information, participate in virtual engagement activities, and register for or review materials from public engagement events.

As necessary, the Consultant will request input from the City on critical information for website establishment, such as desired URL, graphics and branding, content, and imagery. A draft of the website will be shared with City for review prior to launch. The Consultant will add the City project manager or other City staff, if requested, as co-editors of the website. After website setup and launch, the Consultant will provide monthly website updates for the duration of the current Project phase.

Stakeholder Meetings

In collaboration with the City and in accordance with the Stakeholder Engagement Plan, the Consultant will participate in the following meetings with external stakeholders through the duration of the current Project phase:

- **Direct engagement meetings (up to 16 hours across all staff, including travel):** Members of the Consultant Team will support the City in the direct engagement of individual stakeholders or members of specific stakeholder groups. These meetings are anticipated to be informal small group meetings of 1-4 stakeholders. Direct engagement meetings may be held in-person or virtually as resources allow. Direct engagement meetings will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be referenced at direct engagement meetings. Consultant will provide an informal summary of talking points or discussion highlights following each meeting.

- **Community Event Support (up to 12 hours across all staff, including travel):** Members of the Consultant Team will support the City at in-person pre-planned community events, such as farmers markets, concerts, picnics, or similar, occurring outside of working hours, including on weekends, as staffing and budgetary resources allow. Community event support will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be used for community events. If requested by the City, existing materials can be enlarged or reprinted for use at community events; such expenses will be billed at cost. Feedback received at community events will be collected, documented, and compiled by City staff. Consultant will not provide notes or summaries following community events.
- **Community Meetings-Charrettes (2):** The Consultant will support the City in the planning and facilitation of two design charrettes for community meetings-members occurring in-person and outside of working hours, but not occurring on weekends. Select members of the Consultant Team representing design or technical specialties with direct relevance to the planned focus of each community meeting-charrette discussion will be in attendance. The Consultant will prepare and provide materials necessary for successful meeting implementation, such as graphics, presentations, engagement exercises, and hardcopy collateral. All materials and supplies will be billed at cost; as possible and feasible, the City may provide materials and supplies for use at community meetings. Feedback received at community meetings-charrettes will be collected, documented, and compiled by the Consultant. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each community meeting.
- **Official Meetings (7):** The Consultant will support the City at a total of seven (7) pre-scheduled official meetings occurring in-person during and outside of working hours, but not occurring on weekends. Official meetings are assumed to include up to five (5) meetings of the Parks and Recreation Board and up to three (3) meetings of the City Council to achieve a total of 7 official meetings. Official meetings will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be compiled for reference or presentation at official meetings. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each official meeting.

Reserve Funds for Stakeholder Compensation

To advance the design work, stakeholders representing critical interests may be engaged to support the Project on a recurrent basis. As feasible, the Consultant will endeavor to compensate these stakeholders for their commitment of time and resources. Compensated stakeholders may be engaged to provide input or contributions such as:

- Participation in coordination meetings or calls.
- Review of existing design concepts to advise on potential concerns and issues.
- Advise on sensitive design themes and motifs, such as cultural or indigenous topics, calling out critical concerns and red flag issues.
- Contribute to interpretive messaging or themes.
- Contribute supplemental design ideas, such as sketches, images, or guidance.

If a stakeholder or stakeholder group is identified by the City and the Consultant to be critical to the advancement of the Work and considered for compensation, the Consultant will notify the City in

writing (via email) of the intent to access stakeholder reserves. Each request will be accompanied by a description of stakeholder effort and recommendation for compensation. Budgetary reserves are allocated as noted for stakeholder compensation:

▪ **Tribal Representatives and/or Liaisons - \$5,000**

If a stakeholder's contribution to the Project is determined by the City and the Consultant to exceed the budget reserve noted above, the Consultant will furnish a detailed proposal that includes a detailed description of stakeholder efforts and recommendation for compensation. If approved by the City, the Consultant will submit a formal contract amendment for respective additional fee.

Assumptions:

- Stakeholder engagement will be a collaboration between Consultant and City staff. Where required or as requested, essential activities, such as scheduling, promotions, printing and mailing, accessibility accommodations, translation services, and direct stakeholder outreach will be led by the City. Attendance and facilitation will be performed jointly by Consultant and City staff, as appropriate. Production of stakeholder engagement materials, including graphics and digital format materials, will be led by the Consultant.
- Consultant stakeholder engagement activities will be limited to the level of effort represented in the Project budget.
- Website hosting fees and maintenance will be expensed to the project budget and will be covered for a term of twelve (12) months from project beginning. At Project completion and at the City's request, website and domain ownership will be transferred to the City.
- Social media and email promotions will be handled by the City using the City's existing accounts. No new or custom social media accounts, email accounts, or campaigns will be performed by the Consultant unless explicitly stated above; however, the Consultant may repost or cross post Project promotions to its existing social media accounts.
- The Consultant will endeavor to have certain staff members present at specific engagement events; however, based on individual staff commitments and schedules, some substitution of staff may occur. If alternate staff are in attendance, they will be qualified to speak about relevant design or technical issues, and they will be up-to-speed on Project status and issues.

Deliverables:

- Stakeholder Engagement Plan
- Engagement website, including setup plus twelve (12) months of maintenance and hosting
- Stakeholder meetings, as described above

Task 3 – Predesign

This Task address assessment of site conditions and compilation of background materials to constitute a design basis for subsequent work.

Data Collection and Field Verification

The Consultant will construct a base map that will inform Predesign and Schematic Design work products. The City will provide for use by the Consultant all relevant reports, studies, plans, and surveys

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pertinent to the Project, including, but not limited to: as-built drawings, critical areas report, cultural resources assessment, grant applications, Environmental Assessment, surveys, and geospatial data.

The Consultant will conduct site visit(s) to verify the information shown in the existing documents. As necessary to convey the current site conditions, Consultant will document additional or missing information through photography (aerial or on-site), supplemental technical study, or other means. Consultant will confirm existing wetland, stream, and lakeshore critical area boundaries and ratings, and, if necessary, Consultant will re-delineate features that may have buffers affecting the Work area.

Reserve Services for Technical Specialties

During the course of the Phase 1 Work, certain technical specialties may be engaged on an as-needed on-call basis. Services requested of technical specialties may include, but are not limited to:

- Review of existing discipline-specific data and advise on potential concerns and issues.
- Participation in coordination meetings or calls.
- Advise on design concepts, calling out critical concerns and red flag issues during concept design.
- Contribute summary information to support documentation.

If supplemental technical studies are determined by the City and Consultant to be critical to the advancement or completion of the Phase 1 Work, the Consultant will notify the City in writing (via email) of the intent to access budget reserves. Each request will be accompanied by a level of effort estimate. If a requested task exceeds the budget reserve for that technical specialty, the Consultant will furnish a detailed fee proposal for City review, and, if approved, will submit a formal contract amendment for respective additional fee. Technical reserves are allocated as noted for the following technical specialties:

- Arborist - \$4,500
- Cultural Resources - \$10,000
- Electrical Engineering - \$5,000
- Geotechnical Engineering - \$5,000
- Hazardous Materials - \$10,000
- Survey - \$10,000
- Traffic Engineering - \$7,000

Site Analysis

The Consultant will conduct a thorough site analysis to gain a comprehensive understanding of the project site, its surrounding context, the regulatory context for the project site and proposed program, as well as the Stakeholders involved in the project. Site analysis will include the following:

- Review and compile existing data and documentation related to the project site, including previous studies, surveys, reports, and any available historical records. This includes a brief site reconnaissance to evaluate streams/wetlands on the existing park property and to screen for wetlands on the two newly acquired adjacent residential properties. Reconnaissance findings will be incorporated into the existing conditions memo.

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- Analyze existing site plans, topographic maps, aerial imagery, and GIS data to gain an understanding of the site's physical characteristics, including vegetation, critical areas, infrastructure, etc.
- Collect and analyze publicly available data, such as demographic information, land use maps, zoning regulations, and transportation networks, to assess the site's context within the surrounding area.
- Evaluate relevant geotechnical reports, soil surveys, and environmental studies to identify any potential constraints or opportunities related to soil conditions, contamination risks, or natural resource preservation.
- Utilize existing data on hydrological patterns, flood zones, and shoreline erosion to assess the site's vulnerability to natural hazards.

Conduct Regulatory Review:

- Identify and review local, state, and federal regulations and guidelines applicable to the Project development.
- Assess zoning ordinances, building codes, and land use regulations specific to the project site.
- Review relevant building, fire, energy, seismic codes etc., and safety regulations relevant for potential adaptive reuse of existing structures.
- Research and identify any specific permits or approvals needed for Project development.

Evaluate Grant Requirements:

- Review the terms and conditions of the grant agreement to understand the specific requirements and obligations associated with the grant.
- Determine the specific deliverables and outcomes expected by the grant funder and develop a plan to meet those requirements.
- Review any specific performance metrics or evaluation criteria outlined in the grant agreement and establish a system for tracking and reporting progress.
- Identify any grant-specific restrictions or limitations that may impact the Project.
- Collaborate with the City to ensure all project activities align with the grant requirements and goals and make any necessary adjustments.

Stakeholder Analysis:

- Conduct stakeholder identification and mapping to identify key stakeholders relevant to the Project. Analyze publicly available demographic and socioeconomic data to understand the characteristics and needs of the surrounding community, considering factors such as population density, income levels, and recreational preferences.
- Identify relevant governing bodies including federal, state, and local agencies that will be involved in the Project.
- Research and analyze property ownership records to understand the ownership structure and boundaries of adjacent properties.
- Identify community organizations, such as neighborhood associations, civic groups, or nonprofit organizations, neighboring businesses, and institutions to inform strategies listed in Task 2.

- Review and analyze past stakeholder input, including meeting summaries, survey results, and feedback received to identify common themes, and understand their perspectives and concerns, to inform the Project design and decision-making process.

Pre-design Charette-Workshop (1)

The Consultant will facilitate a Pre-design Charette-Workshop bringing together the core design and technical team, along with members of the City Council and Parks and Recreation Board and select stakeholders key City staff members, to engage in a collaborative session aimed at exploring project requirements, goals, vision, constraints, opportunities, and initial ideas. The purpose of the pre-design workshop is not to develop design ideas, but rather to identify the boundaries of the project so as to create a framework for meaningful public engagement. The outcome of the pre-design workshop will inform the development of messaging and interactive exercises that can be used to engage community members in thoughtful design discussions. The Consultant will document the outcomes of the workshop and provide a summary memo outlining key findings, decisions, and actionable next steps for the project team to further refine and progress the Project vision. The Consultant will:

- Facilitate a 3 hour, in person, workshop with the core design and technical team, along with key City staff members stakeholders, to gather input and insights for the Project.
- Define the workshop objectives, ensuring that the session focuses on identifying project requirements, goals, vision, constraints, opportunities, and initial ideas.
- Prepare workshop materials, including presentation slides, exhibits, and discussion prompts, to guide the session and encourage active participation.
- Conduct a brief project overview presentation, providing background information, context, and any existing project materials to ensure all participants have a shared understanding of the project.
- Facilitate discussions to allow participants to share their perspectives, ideas, and aspirations for the Project, encouraging active listening and collaboration among team members.
- Facilitate discussions around project constraints and challenges and any unique opportunities or strengths of the project site that can be leveraged to enhance the design and functionality of the Project.
- Facilitate discussions to generate ideas, design strategies, and concepts that align with illuminate the Project's goals and vision, considering factors such as user experience, sustainability, community engagement, and desired amenities.
- Capture and document the key findings, insights, and decisions made during the workshop, ensuring that all ideas, concerns, and opportunities are recorded for future reference.
- Summarize the workshop outcomes and prepare a workshop memo highlighting the key findings, decisions, and actionable next steps for the design and development process.

Assumptions:

- The City will provide the available existing information in electronic working file formats (Word, Excel, DWG, JPG, SHP, etc.) as feasible. All other information can be provided in electronic PDF format.

- A budgetary reserve is identified for supplemental technical study, if required in Phase 1. No additional technical studies will be required for Phase 1. Budgetary reserves for technical studies that are not used in Phase 1 will carry over to Phase 2.
- On-site visual confirmation is limited to items that are above ground, visually apparent, and identifiable.
- If observed, the Consultant will report major discrepancies between site observations and as-built drawings to the City.

Deliverables:

- Base map and site photographs
- Existing conditions memo, for inclusion in Schematic Design Report
- Technical documentation from supplemental studies, if completed
- Summary memo from Predesign Charette

Task 4 – Interpretive Plan

The Consultant will work with the City to develop an interpretive plan for the Lakefront property. The plan will identify potential conceptual themes, core topics and messaging, and designs ideas for onsite interpretation. This task will include research and targeted community engagement designed to identify appropriate interpretive themes and messages. The final interpretive plan will be designed to inform subsequent conceptual design efforts, and it will include recommendations such as materials, size, design, function, and placement of integrated onsite interpretation and/or interpretive elements.

Interpretive Research and Engagement

The Consultant will conduct research into the site and its context to gather a comprehensive understanding of its historical, ecological, geological and cultural significance. As part of the process, a site visit will be conducted to capture site photos to document and visually represent the site's distinctiveness and potential for interpretation.

The Consultant will develop and implement engagement exercises for the broad community, such as surveys, hands-on activities, or storytelling exercises that will be conducted at community events. The aim is to create opportunities for diverse community members to actively participate in the interpretive planning process, gather their perspectives, and foster a sense of ownership and connection to the park's resources, resulting in more inclusive and impactful interpretive programs.

Through extensive research, on-site engagement, and stakeholder involvement, the interpretive planning process will yield the identification of site-specific themes that represent community stories, natural features, and cultural heritage of the park.

Interpretive Planning Session

The Consultant will facilitate a 2–3-hour in-person interpretive planning session onsite or at City Hall with the Parks and Recreation Board. As public representatives, of city-wide park issues, the Parks and Recreation Board will be engaged to distill broad community feedback into more distinct themes based on research, and community input. This session will result in a basic, draft outline for an interpretive plan. After this planning session, the identified interpretive themes will be taken to the community charrette for additional public review and feedback.

Interpretive Plan

The Consultant will work with the City to further develop the interpretive plan by refining community feedback gathered on initial interpretative themes. The plan will outline each proposed design (wayside, artistic landscaping feature, etc.) in correlation with locations, themes and stories, site management goals achieved, visitor goals achieved, target audiences reached, and other details. The Consultant will facilitate two virtual meetings with the City during this task, one working session to advance the plan, and one review meeting to discuss the final draft of the plan.

Deliverables:

- Site visit and research
- Engagement exercises
- In-person interpretive planning session
- Interpretive plan, draft and final
- Facilitation of two virtual meetings

Task 54 – Concept Design

This Task involves developing a preliminary vision and conceptual framework for the park. Working closely with City staff, analyzing feedback from stakeholders and utilizing site analysis findings, the Consultant will establish a shared vision, design objectives, and design narrative for the Project. The consultant will create a spatial layout, considering functional uses and key amenities, while incorporating best practices and inclusive design principles. Three initial design alternatives for park elements will be created and refined into a preferred concept based on community and City staff feedback. Visual representations will be developed to communicate the design concepts effectively. Additionally, design guidelines and strategies will be identified and documented to guide future phases of the Project.

Design Program

The Consultant will explore and develop a design program that reflects the desires and needs of the community while considering the site's spatial characteristics and programmatic constraints to allow for the creation of a vibrant and inclusive Project that offers diverse opportunities for recreation, cultural activities, education, and user engagement.

- Conduct an analysis of existing City parks and their program offerings to identify potential program gaps and opportunities for the Project.
- Review community feedback and input gathered from past community engagement activities and Project specific community engagement to understand the specific program desires and needs expressed by residents and stakeholders.
- Consider the diverse needs and requirements of various program types, such as recreational activities, cultural events, educational spaces, nature exploration, and social gathering areas.
- Analyze the spatial characteristics, constraints of the site and compatibility of different program elements to identify suitable areas and zones for different program elements, ensuring efficient and functional use of space.

- Develop a program matrix or list that outlines the identified program/uses, their spatial requirements, estimated user capacities, and potential synergies between different program elements.
- Prioritize program based on the project goals, community input, feasibility, and anticipated user demand.
- Document the findings, recommendations, and prioritized program in a presentation that can be shared with City staff and decision-makers for further discussion and approval.

Development of Concept Design Alternatives (3)

The Consultant will develop three alternative concept designs, exploring multiple design options that allow for creativity, adaptability, and responsiveness to various project constraints and stakeholder considerations. This will provide a comprehensive analysis of cost, permit requirements, environmental impacts, and stakeholder impacts for each alternative, facilitating informed decision-making and leading to the selection of a preferred alternative for implementation.

- Develop three distinct concept design alternatives that demonstrate different spatial arrangements, circulation patterns, and organization of program elements, while ensuring they are all functional and responsive to the project's goals, requirements, and stakeholder input. Concepts will be iterative in nature, allowing the City more flexibility in selecting a preferred design.
- Ensure that the park elements and program are not mutually exclusive to the specific design alternatives, allowing for interchangeability and flexibility in incorporating different elements based on the final design direction.
- Conduct cost estimating for each alternative, including the construction, materials, and installation costs, and any associated long-term maintenance considerations.
- Provide a summary of the permit pathway and applicable regulations for each concept design, identifying the timeline, necessary permits, approvals, and environmental review processes that need to be considered.
- Assess the potential environmental impacts associated with each concept design and define high level mitigation needs and strategies to minimize adverse effects, such as addressing stormwater management, mitigating buffer impacts, and preserving sensitive habitats.
- Evaluate the impacts on adjacent landowners and stakeholders for each concept design, identifying potential concerns, opportunities for collaboration, and strategies to address any impacts on the neighboring properties or community.
- Prepare a deliverable for the three alternatives, including a site plan that illustrates the spatial arrangement of park elements, pathways, amenities, and program areas. Develop additional sketches, diagrams, design drawings or renderings, such as perspectives, elevations, or sections, to visually communicate the design intent, key features, and user experiences for each concept.

Alternatives Presentation and Analysis (1)

The Consultant will present the program analysis and three alternatives in a workshop-style meeting that aims to gather feedback and ensure that the City's preferences and input are incorporated into the decision-making as the Project progresses to the selection of the preferred alternative. An objective of

the meeting will be to refine the full array of presented alternatives into a smaller menu to share with the public.

- Reconvene the pre-design charrette group and organize a workshop-style meeting to present the program analysis and the three concept alternatives.
- Prepare a comprehensive presentation that highlights the findings of the program analysis, including an overview of the desired park programs, identified gaps, and the incorporation of community feedback.
- Present each of the three concept alternatives, providing a thorough description and visual representations of the spatial layout, elements, circulation patterns, and programmatic arrangements.
- Facilitate a structured discussion on the merits and feasibility of each concept alternative, considering factors such as vision, project goals, site constraints, community aspirations, budgetary considerations, and sustainability objectives.
- Incorporate iterative design exercises to explore modifications, combinations, or enhancements to the concept alternatives.
- Engage in a decision-making process with the City staff to determine the preferred alternative direction based on the workshop discussions, feedback, and the alignment with the project's vision and objectives.
- Prepare a brief summary memo that outlines the workshop outcomes, including the preferred alternative direction, key design considerations, modifications or refinements discussed during the workshop, and a rationale for the final decision.

Selection of Preferred Alternative

The Consultant will refine and consolidate the elements from the three concept alternatives into one cohesive and integrated final concept design that incorporates feedback from previous Tasks.

- Compile and analyze feedback received from City staff, community members, and stakeholders regarding the three concept alternatives presented.
- Provide targeted engagement with additional identified stakeholders to gather their input on the refined concept design.
- Conduct a comprehensive review and assessment of the strengths, weaknesses, opportunities, and constraints associated with each concept alternative based on the feedback received.
- Identify common themes, preferences, and key elements that have resonated positively across the feedback, indicating the most favored and desirable design components.
- Explore potential combinations and integrations of the preferred elements to create a cohesive final concept design that maximizes the desired features and functionality.
- Ensure that the refined concept design maintains alignment with the project goals, programmatic requirements, budgetary considerations, and the overall vision established for the Project.
- Summary memo including a narrative of the preferred alternative.

Assumptions:

- Up to three concept-level options for the Project which includes the newly acquired parcels, integration with the adjacent Lyon Creek Waterfront Preserve Park, and improvements to Beach Dr SE to provide safe bicycle and pedestrian connections to the Burke Gilman Trail and the SR522 intersection.
- The Consultant will provide Concept Design Alternatives with comparison narrative to the City.
- When alternatives are being considered or decisions are being made, the City will make final decisions.
- Each Concept Design Alternative will only be pursued if it is a viable option for project implementation. If an alternative is determined by agreement of the Consultant team and City project manager to no longer be viable, such as due to cost or other issue, the decision will be recorded in the Project Change Log and further development of the design option will cease.
- Once the preferred Concept Design is identified, further development of other alternatives will cease.
- The Consultant assumes that the City will provide timely and consolidated feedback on the design alternatives and subsequent refinements. This includes a clear process for consolidating comments from City staff and decision-makers into cohesive and actionable feedback.
- The Consultant assumes that the City will identify and engage additional targeted stakeholders, providing the necessary introductions and facilitating their participation in the input-gathering process for the refined concept design.

Deliverables:

- Design program memo
- Site Plans and additional design drawings as needed for each Concept
- Permit pathway and regulatory considerations documentation for each Concept
- Cost estimate for each Concept
- Landowner and Stakeholder Impact summary
- Alternatives Analysis workshop memo
- Preferred Alternative memo

Task 65 – Schematic Design

This task entails a deliberate transition from selecting the preferred alternative, derived from comprehensive feedback and stakeholder input to the documentation of the refined and cohesive preferred design for the Project. This phase culminates in the development of comprehensive design documentation, including drawings, renderings, a report that summarizes information associated with the preferred alternative including cost estimates, permit pathways, environmental impact, and stakeholder impact summaries.

Preparation of Schematic Design Package

The Consultant will develop a Schematic Design Package, visually conveying the design intent of the Project for use in communicating with the public and fulfilling funding requirements. It will consist of drawings, renderings, and other visual materials to effectively communicate the proposed design elements and overall vision for the Project. The second deliverable is a Schematic Design Report,

consolidating all relevant information such as cost estimates, permit pathways, environmental impacts, phasing considerations, etc. This report will provide a comprehensive overview of the design and serve as a reference document for moving into the next phase of project design.

In the Schematic Design Package, the Consultant will provide:

- **Site plan:** A detailed, scaled plan showing the layout of the Project, including the placement of major features, amenities, pathways, and landscape elements.
- **Enlargement plans (as needed):** This could include areas off-site along Beach Dr. or plans of proposed or adapted building structures.
- **Design drawings:** Visual representations of the Project, which may include elevation drawings, sections, and perspectives that illustrate key design elements and their relationship to the site.
- **Renderings:** High-quality visualizations of the Project.
- **Materials, finishes, and planting:** Narrative and images of materials, finishes, and high-level approach to planting to be used in the park, such as paving materials, seating options, lighting fixtures, and landscape materials.
- **Conceptual diagrams:** Diagrammatic representations of the design concepts and their underlying principles, illustrating the intended spatial relationships and design intentions.

Preparation of Schematic Design Report

The Consultant will develop a Schematic Design Report that consolidates all pertinent information related to the schematic design. It will include an itemized cost estimate, outlining projected costs associated with various design elements, materials, construction, and other relevant expenses. Also, the report will present a detailed permit pathway, summarizing the necessary permits, regulations, and approval processes required for the design's implementation. It will address potential environmental impacts, propose mitigation strategies, and provide a summary of impacts on adjacent landowners and stakeholders. Furthermore, the Schematic Design Report will consider phasing options and present a cohesive plan for the implementation of the design in a logical and feasible manner.

The Schematic Design report will include:

- **Design rationale and narrative:** A written explanation of the design approach, principles, and intentions, providing context and background information.
- **Preliminary engineering summary:** Summary prepared by the marine engineer, civil engineer, structural engineer, or other subconsultants involved in the project, providing technical analysis and recommendations related to shoreline impacts, site grading, drainage, utilities, structural elements, and other engineering considerations.
- **Sustainability strategies:** Summary of sustainable design strategies incorporated into the Project design, which may include energy efficiency, water conservation, use of recycled materials, integration of green infrastructure elements, etc.
- **Signage and wayfinding:** Summary of recommendations for park signage, wayfinding elements, and interpretive displays to guide visitors and provide information about park features, amenities, and rules.
- **Public art integration:** Concepts and strategies for integrating public art installations into the park design, highlighting opportunities for artistic expression and cultural spaces.

- **Cost estimate:** An itemized breakdown of projected costs associated with various design elements, materials, construction, and other relevant expenses.
- **Permit pathway:** A summary of the necessary permits, regulations, and approval processes required for the design's implementation, including any potential challenges or considerations.
- **Environmental impact:** A summary identifying and evaluating potential environmental impacts associated with the design, proposing mitigation strategies to minimize or eliminate adverse effects.
- **Phasing plan:** A plan outlining the recommended phasing strategy for the construction and implementation of the park design, considering logistical, financial, and operational factors.
- **Stakeholder impact:** A summary outlining the potential impacts on adjacent landowners, stakeholders, and the broader community resulting from the design and construction activities.
- **Accessibility considerations:** A summary detailing the measures taken to ensure compliance with accessibility standards and guidelines, promoting inclusivity and equitable access to the park.
- **Maintenance and operations recommendations:** Recommendations for ongoing maintenance and operational considerations, including suggested maintenance schedules, materials durability, and staffing requirements.

Assumptions:

- The Consultant will rely on the accuracy and completeness of existing data provided by the City or publicly available sources and will not be responsible for verifying its accuracy unless explicitly agreed upon in the scope of work. Additional surveys or technical studies may be identified during Schematic Design and conducted in a future project phase.
- The Schematic Design Report will be no more than 30 pages including visuals
- The City will review and provide consolidated comments to the draft deliverables within a reasonable timeframe to avoid project delays. This includes a clear process for consolidating comments from City staff and decision-makers into cohesive and actionable feedback.
- The City will provide a clear understanding of the project budget and any specific cost limitations or constraints as they are understood at the time.

Deliverables:

- Draft and Final Schematic Design Package
- Draft and Final Schematic Design Report

End of Phase 1 Scope

Other Services (Not in Phase 1 Contract)

Design Development (NIC)

Preparation of one (1) document package representing 30% PS&E, including plan drawings, outline specifications (in six-digit or WSDOT format, tbd), and cost estimate in sufficient detail to describe all aspects of the proposed development and consistent with the current design stage. Conduct detailed site investigations, if needed, to inform design development and prepare for eventual permit submittals.

Scope of Work

DCG/Watershed | 230336

June 13, 2023

Construction Documentation (NIC)

Preparation of three (3) document packages representing 60%, 90%, and 100% PS&E, including plan drawings, specifications (in predetermined format), and cost estimate in sufficient detail to describe all aspects of the proposed development and consistent with the respective design stage. 60% PS&E will be submitted for permits, as outlined in the permit pathway provided in the Schematic Design package.

Bid Support Coordination (NIC)

Assembly of one (1) document package for advertisement for public bid. Provide support services to assist with contractor selection and contracting.

Construction Administration (NIC)

Administration of construction, including weekly meetings, site visits, contractor coordination, and review of built work through construction completion. Post-construction site commissioning, including quarterly follow-up through site establishment period (e.g., one year after construction).

Phase 1 Tasks:	Total Consultant Labor Fees
Task 1: Project Management <ul style="list-style-type: none"> ▪ Project management plan ▪ Kick-off meeting ▪ Project administration, including subconsultant coordination ▪ Biweekly meetings ▪ Monthly tracking and reporting 	\$ 26,977
Task 2: Stakeholder Engagement <ul style="list-style-type: none"> ▪ Stakeholder engagement plan ▪ Engagement website, setup plus twelve (12) months hosting and maintenance ▪ Stakeholder meetings, as described above 	\$ 41,585
Task 3: Pre-Design <ul style="list-style-type: none"> ▪ Data collection and field verification ▪ Site Analysis ▪ Predesign charrette (1) 	\$ 38,174
Task 4: Interpretive Plan <ul style="list-style-type: none"> ▪ Interpretive Research and Engagement ▪ Interpretive Planning Session ▪ Interpretive Plan 	\$9,978
Task 45: Concept Design <ul style="list-style-type: none"> ▪ Design Program ▪ Development of 3 Alternatives, including cost estimates and visuals ▪ Alternatives Presentation and Analysis (1) ▪ Selection of Preferred Alternative 	\$ 58,132
Task 56: Schematic Design <ul style="list-style-type: none"> ▪ Preparation of schematic design package, including cost estimates and visuals ▪ Summary schematic design report 	\$ 42,613
BASE DESIGN FEE	\$ 207,481217,459
On-call Technical Reserves <ul style="list-style-type: none"> ▪ Arborist (\$4,500) ▪ Electrical Engineering (\$5,000) ▪ Geotechnical Engineering (\$5,000) ▪ Survey (\$10,000) ▪ Traffic Engineering (\$7,000) ▪ Cultural Resources (10,000) ▪ Hazardous Materials (\$10,000) ▪ Tribal Representatives and/or Liaisons (\$5,000) 	\$ 31,500 56,500
Total Fee with Reserve Services	\$ 238,981273,959

Revised 5/30/2023		Prime Consultant (DCG/Watershed)											Prime Consultant Fees	Subconsultants							Subconsultant Fees	Team Totals			
Task #	Task Title	Project Manager, Senior Landscape Architect	Landscape Architect	Landscape Designer	Ecologist	Senior Environmental Planner	Senior Marine Civil Engineer	Marine Engineer	Senior Civil Engineer, Principal-in-Charge	Drone Pilot, GIS Analyst	Interpretive Planner	RESERVE FEE - Arboriculture (DCG/Watershed)		Architecture (Johnson Architects)	Transportation Engineering (Transportation Solutions)	Cost Estimation (DCW Cost Management)	RESERVE FEE - Geotechnical Engineering (HWA Geosciences)	RESERVE FEE - Survey (APS Survey)	RESERVE FEE - Electrical Engineering (Elcon)	RESERVE FEE - Cultural Resources	RESERVE FEE - Hazardous Materials	RESERVE FEE - Tribal Representatives and/or Liaisons			
1 Project Management/Coordination		\$194.40	\$167.00	\$113.40	\$145.80	\$220.22	\$213.00	\$162.00	\$299.00	\$140.00	\$121.23		\$ 20,430.30	\$ 6,257.30	\$ 289.00	\$ -								\$ 6,546.30	\$ 26,976.60
1.01	Project Management Plan	4	2						1				\$ 1,410.60	\$ 220.00										\$ 220.00	\$ 1,630.60
1.02	Kick-off Meeting (assumes 90 min mtg, plus prep, travel, attendance, and follow up memo)	4	3			3	3						\$ 2,578.26	\$ 860.00	\$ 289.00									\$ 1,149.00	\$ 3,727.26
1.03	Project Oversight and Reporting (PRIME PM ONLY, includes scheduling, ancillary communication, invoicing, budget tracking; assumes 2 hr/mo)	24											\$ 4,665.60											\$ -	\$ 4,665.60
1.04	Biweekly internal team mtgs (x24 @ 0.5 hrs ea.)	12	12					12					\$ 6,280.80	\$ 4,720.00										\$ 4,720.00	\$ 11,000.80
1.05	Biweekly mtgs w/ LFP PM (x24 @ 1 hr ea)	24							2				\$ 5,263.60	\$ 440.00										\$ 440.00	\$ 5,703.60
1.06	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)												\$ 31.44	\$ 17.30										\$ 17.30	\$ 48.74
1.07	Printing/Reproduction/Plotting Expenses												\$ 200.00											\$ -	\$ 200.00
2 Stakeholder Engagement													\$ 31,359.42	\$ 10,225.15	\$ -	\$ -								\$ 10,225.15	\$ 41,584.57
2.01	Stakeholder Engagement Plan	8	2										\$ 1,889.20	\$ 220.00										\$ 220.00	\$ 2,109.20
2.02	Engagement Website (setup + 12 mo)	4	4	32									\$ 5,074.40	\$ 380.00										\$ 380.00	\$ 5,454.40
2.03	Direct Engagement Mtgs (16 hrs across full team)	14											\$ 2,721.60	\$ 440.00										\$ 440.00	\$ 3,161.60
2.04	Community Event Support (12 hrs across full team)	12											\$ 2,332.80	\$ -										\$ -	\$ 2,332.80
2.05	Community Charrettes (x2, inc prep)	8	16	12			2	8					\$ 7,310.00	\$ 5,620.00										\$ 5,620.00	\$ 12,930.00
2.06	Official Mtgs x 7 (Assume 4 hrs/mtg for prep, travel, attendance, and follow up memo)	28	28										\$ 10,119.20	\$ 3,480.00										\$ 3,480.00	\$ 13,599.20
2.07	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)												\$ 212.22	\$ 85.15										\$ 85.15	\$ 297.37
2.08	Website Expenses (includes hosting, domain fees)												\$ 500.00											\$ -	\$ 500.00
2.09	Printing/Reproduction/Plotting Expenses												\$ 1,200.00											\$ -	\$ 1,200.00
3 Predesign													\$ 22,451.68	\$ 14,014.06	\$ 1,707.48	\$ -								\$ 15,721.54	\$ 38,173.22
3.01	Data Collection and Field Verification (inc. dev basemap)	8	16	4	10		4	12					\$ 10,054.80	\$ 6,800.00	\$ 578.00									\$ 7,378.00	\$ 17,432.80
3.02	Site Analysis	4	12	12	2		4	12					\$ 7,230.00	\$ 1,200.00	\$ 252.00									\$ 1,452.00	\$ 8,682.00
3.03	Predesign Workshop (3 hr mtg, w/ travel)	8	8	12			4						\$ 5,104.00	\$ 5,980.00	\$ 867.00									\$ 6,847.00	\$ 11,951.00
3.04	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)												\$ 62.88	\$ 34.06	\$ 10.48									\$ 44.54	\$ 107.42
3.05	Printing/Reproduction/Plotting Expenses												\$ -											\$ -	\$ -
4 Interpretive Planning													\$ 9,977.46	\$ -	\$ -	\$ -								\$ -	\$ 9,977.46
4.01	Interpretive Research and Engagement	4	2										\$ 2,808.82												\$ 2,808.82
4.02	Interpretive Planning Session	6	6										\$ 3,623.16												\$ 3,623.16
4.03	Interpretive Plan	2											\$ 3,298.32												\$ 3,298.32
4.04	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)												\$ 47.16												\$ 47.16
4.05	Printing/Reproduction/Plotting Expenses												\$ 200.00												\$ 200.00
5 Concept Design													\$ 29,021.82	\$ 22,154.06	\$ 835.24	\$ 6,120.00								\$ 29,109.30	\$ 58,131.12
5.01	Design Program	4	8					4					\$ 2,761.60	\$ 6,800.00										\$ 6,800.00	\$ 9,561.60
5.02	Development of Concept Design Alternatives	24	36	16	2	12	8	10					\$ 18,750.24	\$ 11,760.00	\$ 252.00	\$ 6,120.00								\$ 18,132.00	\$ 36,882.24
5.03	Alternatives Presentation and Analysis (2 hr mtg, w/ travel)	8	8				4						\$ 3,743.20	\$ 2,960.00	\$ 578.00									\$ 3,538.00	\$ 7,281.20
5.04	Selection of Preferred Alternative	8	8				4						\$ 3,743.20	\$ 600.00										\$ 600.00	\$ 4,343.20
5.05	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)												\$ 23.58	\$ 34.06	\$ 5.24									\$ 39.30	\$ 62.88
5.06	Printing/Reproduction/Plotting Expenses												\$ -											\$ -	\$ -
6 Schematic Design													\$ 24,005.48	\$ 13,000.00	\$ 167.00	\$ 5,440.00								\$ 18,607.00	\$ 42,612.48
6.01	Preparation of Schematic Design Package	20	32	16			4	8					\$ 13,194.40	\$ 10,400.00	\$ 167.00	\$ 5,440.00								\$ 16,007.00	\$ 29,201.40
6.02	Preparation of Schematic Design Report	12	18	10	3	4	4	6	4				\$ 10,811.08	\$ 2,600.00										\$ 2,600.00	\$ 13,411.08
6.03	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)												\$ -											\$ -	\$ -
6.04	Printing/Reproduction/Plotting Expenses												\$ -											\$ -	\$ -
7 Technical Reserves												\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00			\$ 52,000.00	\$ 56,500.00	
Anticipated Labor Hours by Staff Role		238	213	114	17	19	41	72	7	8	50	\$ 4,500.00	\$ 137,246.16	\$ 65,650.57	\$ 9,998.72	\$ 11,560.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 160,998.94	\$ 273,955.45	

RESOLUTION NO. 1757

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF AGREEMENT FOR THE ACQUISITION OF PROPERTY WITH FORTERRA NW FOR THE PURCHASE OF PROPERTY FOR PARK PURPOSES

WHEREAS, the City of Lake Forest Park values public parks and their role in promoting community vitality and health; and

WHEREAS, the City has identified for acquisition certain real property located at 17345 and 17347 Beach Drive Northeast in Lake Forest Park (the "Property"); and

WHEREAS, the Property possesses important open space, scenic, recreational and community values, including, without limitation, the potential for public waterfront access to Lake Washington; and

WHEREAS, the Property is available for sale through bankruptcy proceedings of the current landowner, however, the City does not have funding available to complete the transaction on the expedited timeline required by the bankruptcy proceedings; and

WHEREAS, Forterra NW, a Washington nonprofit corporation ("Forterra") has agreed to enter into a Memorandum of Agreement for Acquisition of Property ("MOA") with the City, whereby Forterra would purchase the Property on the necessary expedited timeline and allow the City to purchase the Property from Forterra under the terms in the MOA; and

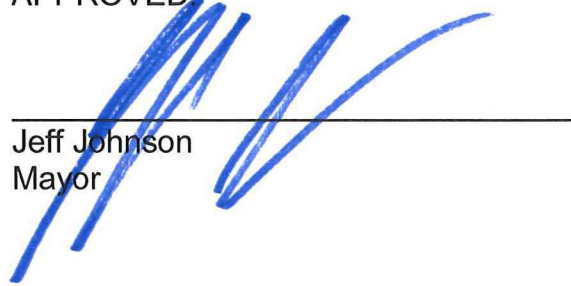
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. MAYOR AUTHORIZED. The Mayor is authorized to execute the Memorandum of Agreement for Acquisition of Property with Forterra attached as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 12th day of December, 2019.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: December 12, 2019
PASSED BY THE CITY COUNCIL: December 12, 2019
RESOLUTION NO.: 1757

EXHIBIT A to Resolution 1757

Memorandum of Agreement for Acquisition of Property

This Memorandum of Agreement for Acquisition of Property ("MOA") is entered into by the City of Lake Forest Park, a municipal corporation and political subdivision of the State of Washington (the "City") and Forterra NW, a Washington nonprofit corporation ("Forterra") as of the first date on which both Parties have signed this MOA (the "Effective Date"). The City and Forterra are hereafter referred to individually as "Party" and collectively as the "Parties."

WHEREAS, the City has identified for acquisition certain real property located at 17345 and 17347 Beach Dr. NE in Lake Forest Park, King County, Washington (the "Property"); and

WHEREAS, the Property possesses important open space, scenic, recreational and community values, including, without limitation, the potential for public waterfront access to Lake Washington from the Burke-Gilman Trail ("Conservation Values") that are of great importance to the people of the City, King County (the "County") and the region; and

WHEREAS, the Property is available for sale through bankruptcy proceedings of the current landowner, however, the City does not have funding available to complete the transaction on the expedited timeline required by the bankruptcy proceedings; and

WHEREAS, the City, together with the support of the County, urgently requested Forterra to proceed quickly with acquisition of the Property on the understanding that the City would exercise best efforts to secure funding from the County and other sources to purchase the Property from Forterra and to obtain City Council approval for the purchase of the Property with such funds; and

WHEREAS, due to the significant Conservation Values associated with the Property, the exceedingly short time constraints of the bankruptcy proceedings, and in reliance upon the City's commitment to secure funding and pay costs as further detailed in this MOA, Forterra is prepared to proceed with acquisition of the Property based on the terms set forth below.

NOW THEREFORE, intending to be legally bound, for good and valuable consideration, including the mutual promises of the Parties made herein, the Parties agree as follows:

1) Forterra Property Acquisition. At the urgent request of the City and County, Forterra has entered into a purchase and sale agreement to acquire the Property through the bankruptcy proceedings of the current landowner, and will seek to acquire the Property within thirty (30) days after the bankruptcy court's order approving sale of the Property becomes a final order no longer subject to appeal (the "Forterra Purchase Agreement"). The Forterra Purchase Agreement is attached and incorporated as **Exhibit A**. The agreed purchase price for the Property is Five Million and No/100ths U.S. Dollars (\$5,000,000.00) (the "Forterra Purchase Price"). Forterra anticipates completing the acquisition of the Property, subject to the terms and conditions of the Forterra Purchase Agreement, in early 2020.

a. Forterra agrees to consult and obtain consensus from the City regarding satisfaction of the Phase I Environmental Assessment of the Property referenced in the Forterra Purchase

Agreement, Form 34, Section 1.d as well as the investigation of items disclosed by Seller in the Seller Disclosure Statement for Improved Property.

2) City Funding and Property Acquisition. If Forterra acquires the Property, then on or before December 31, 2021, the City anticipates purchasing the Property from Forterra at the Forterra Purchase Price through the use of up to Two Million Five Hundred Thousand and No/100ths U.S. Dollars (\$2,500,000.00) of available County funds, together with additional funding from the County, State, or other available funding sources, which the City will use best efforts to diligently and immediately pursue.

a. If the City has not purchased the Property under the terms of this MOA by December 31, 2021, the Parties shall negotiate in good faith a possible extension of the December 31, 2021 deadline. Whether an extension is mutually agreed upon will be based on terms of Forterra's financing for the Property, the amount of funds the City has secured for the purchase, and the City's anticipated timing of receipt of the remainder of the funds necessary to close the sale.

3) City Council Authorization. Upon securing sufficient funds, the City will request approval from its City Council to expend such funds to acquire the Property from Forterra, at which time the City and Forterra will enter into an agreement for purchase of the Property by the City (the "City Purchase Agreement") at the Forterra Purchase Price. In the event the City is, for any reason, unable to acquire the Property from Forterra as contemplated in this MOA, the City understands and agrees that, given Forterra's commitment of financial resources, Forterra will be free to pursue any divestment or use of the Property deemed necessary by Forterra in its sole and absolute discretion.

4) Payments. It is understood by the Parties that Forterra may be unable to purchase the Property (for example, due to failure of the bankruptcy court to approve the sale, funding issues, or a default by the seller) or may elect not to purchase the Property (for example, due to title problems or issues identified in the environmental site assessment). It is further understood by the Parties that the City's acquisition of the Property is contingent upon receipt of sufficient funds and approval by its City Council to expend such funds for the acquisition of the Property. Given the need to act with immediacy despite the inherent risks and uncertainties of the purchase and sale transactions contemplated by this MOA, the City agrees to pay to Forterra:

a. If the Property is not purchased by Forterra, the following amounts within thirty (30) days after receipt of Forterra's invoice and any supporting documentation:

(i) Due Diligence Costs. All third party costs incurred by Forterra as part of its due diligence review incident to its proposed purchase of the Property, including, without limitation, environmental site assessment, bankruptcy counsel and other legal fees, and title commitment fees.

(ii) Staff Costs. All costs incurred by Forterra in staff time working on matters related to the Property, including, without limitation, acquisition, financing, management and disposition of the Property, and providing assistance to the City regarding same, based on

hours actually spent and rates normally charged by Forterra to other governmental entities for similar work. The rates normally charged by Forterra are listed in the attached and incorporated **Exhibit B**. The Parties agree that the amount sought by Forterra for reimbursement of staff costs shall not exceed Fifty Thousand and No/100ths U.S. Dollars (\$50,000.00) without prior written authorization from the City.

(iii) Forfeited Earnest Money. Any earnest money that Forterra is required to forfeit pursuant to the Forterra Purchase Agreement. The total Earnest Money in the Forterra Purchase Agreement is One Hundred Thousand and No/100ths U.S. Dollars (\$100,000.00).

b. If the Property is purchased by Forterra **and is** thereafter purchased by the City on or before December 31, 2021, or as mutually extended under Section 2(a), in addition to the Forterra Purchase price for the Property, the following amounts, determined as of, and payable on, the date on which Forterra conveys the Property to the City:

(i) Acquisition/Disposition Costs. All third party costs paid or payable by Forterra related to Forterra's acquisition and disposition of the Property, including, without limitation, Due Diligence Costs (as set forth in Section 4(a)(i) above), Staff Costs (as set forth in Section 4(a)(ii) above), escrow and recording fees, sales taxes, excise taxes, and title insurance premiums.

(ii) Financing Costs. All costs paid or accrued by Forterra related to any loan from a third party for purposes of acquiring the Property, consisting of actual loan fees and actual interest accrued at an adjustable rate not to exceed WSJ Prime Rate plus 0.25% per year, compounded monthly, on the funds provided by the third party to Forterra for acquisition of the Property. The City acknowledges that Forterra intends to borrow the full amount of the Forterra Purchase Price and may also elect to borrow some or all of the Holding Costs referenced in Section 4(b)(iii) below.

(iii) Holding Costs. All costs paid or accrued by Forterra incidental to ownership and management of the Property following acquisition, including, without limitation, insurance, maintenance, property taxes, and any other governmental fees incurred and paid during Forterra's ownership of the Property.

(iv) Conservation Fee. A fee in the amount of Three Hundred Thousand and No/100ths U.S. Dollars (\$300,000.00) to compensate Forterra for opportunity and other risks inherent in acting to expedite the purchase of the Property in furtherance of the Conservation Values on behalf of the City. Provided, however, that if the City pays to Forterra, on or before the date on which Forterra acquires the Property pursuant to the Forterra Purchase Agreement, an amount of Fifty Thousand and No/100ths U.S. Dollars (\$50,000.00), which amount will be credited to the City and applied to the City's payment of any Acquisition/Disposition Costs, Financing Costs, or Holding Costs otherwise payable by the City pursuant to Section 4(b) of this MOA, then the Conservation Fee will be reduced to Two Hundred Fifty Thousand and No/100ths U.S. Dollars (\$250,000.00).

c. If the Property is purchased by Forterra **and is not** purchased by the City for any reason on or before December 31, 2021, or as mutually extended under Section 2(a), the following amounts, determined as of, and payable on, the date on which Forterra conveys the Property to a third party:

(i) All Acquisition/Disposition Costs (as set forth in Section 4(b)(i) above), Financing Costs (as set forth in Section 4(b)(ii) above), and Holding Costs (as set forth in Section 4(b)(iii) above).

(ii) Sale Shortfall. An amount, if any, equal to the amount that the purchase price for sale of the Property by Forterra to a third party is less than the Forterra Purchase Price and is supported by a fair market value appraisal from an MAI appraiser.

The provisions of this Section 4 shall survive the termination of this MOA.

5) Lease to City. In the event Forterra acquires the Property as contemplated in this MOA, the Parties agree that Forterra will lease the Property to the City beginning on the date Forterra acquires the Property (subject to any rights of the current Property owner or any existing tenant(s) to remain in possession for a period of time) until the earlier of such time as Forterra sells the Property to the City or the City's rights are terminated under terms of this MOA. The terms of such lease are subject to further negotiation between the City and Forterra and will include the following provisions:

a. a requirement that the City assume responsibility for all management and maintenance of the Property, and all costs related to such responsibilities;

b. a provision that the City will benefit from all income received from the Property during the lease term and this income will have no effect on Section 4;

c. the monthly lease payment to Forterra will be One Dollar and No/100ths U.S. Dollars (\$1.00) annually, or more at the option of the City; and

d. all costs paid by the City pursuant to the lease will not be included for purposes of Section 4 of this MOA and any rent paid by the City to Forterra will be deducted from amounts payable by the City under Section 4 of this MOA.

6) Term and Amendment. If acquisition of the Property by Forterra is not completed on or before June 1, 2020, this MOA will automatically terminate. If Forterra acquires the Property on or before that date, this MOA will remain in full force and effect until the earlier of (i) conveyance of the Property to the City or a third party or (ii) December 31, 2023. Any amendment to this MOA must be in writing and mutually agreed by the Parties.

7) Limitations on Sale. Except in the event of breach of this MOA by the City, Forterra may not sell the Property to any third party prior to December 31, 2021, or as this deadline is mutually extended by the parties pursuant to Section 2(a), without prior written consent of the City.

8) Authority. Each party to this MOA, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this MOA and that its execution, delivery, and performance of this MOA has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed and delivered this MOA as of the Effective Date.

City:

City of Lake Forest Park,
a municipal corporation and political subdivision of
the State of Washington

By: 

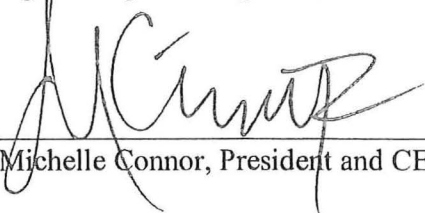
Name: Jeff Johnson

Title: Mayor

Date: 12/12/2019

Forterra:

FORTERRA NW,
a Washington nonprofit corporation

By: 

Michelle Connor, President and CEO

Date: 12/11/2019

**Exhibit A to
Memorandum of Agreement for Acquisition of Property
Forterra Purchase Agreement**

EXHIBIT A

Section 10, Item D.

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Form 21
Residential Purchase & Sale Agreement
Rev 7/19
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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

1. Date: November 26, 2019 MLS No.: 1483975 & 1483176 Offer Expiration Date: 12/04/2019
2. Buyer: Forterra NW, a Washington nonprofit corporation
3. Seller: Bankr. Estate of Tod Charles Turner (No.19-10333, US Bankr Ct. WD WA)
4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 4030100035 4030100040
17345 & 17347 Beach Dr NE Lake Forest Park King WA 98155
Address City County State Zip
5. Included Items stove/range; refrigerator; washer; dryer; dishwasher; hot tub; fireplace insert; wood stove; satellite dish; security system; attached television(s); attached speaker(s); microwave; generator; other Any appliances left on the premises after Seller possession date
6. Purchase Price: \$ 5,000,000.00 Five Million Dollars
7. Earnest Money: \$ 100,000.00 Check; Note; Other Wire transfer (held by Selling Firm; Closing Agent)
8. Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
9. Title Insurance Company: First American Title Insurance Co. Commitment #4209-3340848
10. Closing Agent: Chicago Title & Escrow Mariana Dzyuhak (Bellevue)
11. Closing Date: See Addendum Item 3 Possession Date: on Closing; Other See Addendum Item 2
12. Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived
13. Charges/Assessments Levied Before but Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing
14. Seller Citizenship (FIRPTA): Seller is; is not a foreign person for purposes of U.S. income taxation
15. Agency Disclosure: Selling Broker represents Buyer; Seller; both parties; neither party
Listing Broker represents Seller; both parties
16. Addenda: 22D(Optional Clauses) 22J(Lead Disclosure) 34(Addendum)

Exhibit A (Legal Description); 65B (Seller Occupancy After Closing)

<p><u>[Signature]</u> <u>11/26/19</u> Buyer's Signature Date</p> <p>Buyer's Signature Date <u>901 5th Avenue, Suite 2200</u> Buyer's Address <u>Seattle, WA 98164</u> City State Zip</p> <p>Phone No. Fax No. <u>dcrowley@forterra.org; legal@forterra.org</u> Buyer's E-mail Address</p> <p><u>n/a</u> Selling Firm MLS Office No</p> <p><u>n/a</u> Selling Broker (Print) MLS LAG No</p> <p>Firm Phone No. Broker Phone No. Firm Fax No.</p> <p>Selling Firm Document E-mail Address</p> <p>Selling Broker's E-mail Address</p> <p>Selling Broker DOL License No Selling Firm DOL License No</p>	<p><u>[Signature]</u> <u>11/27/2019</u> Seller's Signature Date</p> <p>Seller's Signature Date <u>17345 Beach Dr NE</u> Seller's Address <u>Lake Forest Park, WA 98155</u> City State Zip <u>206.799.1972</u></p> <p>Phone No. Fax No. <u>tod.turner@interceptmusic.com</u> Seller's E-mail Address</p> <p><u>Windermere Real Estate/Northeast, Inc</u> <u>5582</u> Listing Firm MLS Office No</p> <p><u>Bryan R. Loveless</u> <u>6751</u> Listing Broker (Print) MLS LAG No</p> <p><u>(425) 820-5151</u> <u>(425) 968-8181</u> <u>(425) 821-9483</u> Firm Phone No. Broker Phone No. Firm Fax No</p> <p><u>kirklandtransaction@windermere.com</u> Listing Firm Document E-mail Address</p> <p><u>BryanLoveless@Windermere.com</u> Listing Broker's E-mail Address</p> <p><u>19983</u> <u>3501</u> Listing Broker DOL License No Listing Firm DOL License No</p>
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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings, storm doors and windows, installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors; gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures, and all associated operating remote controls. Unless otherwise agreed if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance

 11/27/19
  11/27/2019
 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

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Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.


f Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

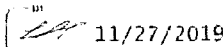
g Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

h. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing but becoming due after Closing shall be paid as agreed in Specific Term No. 13.


Buyer's Initials Date

Buyer's Initials Date



Seller's Initials Date Seller's Initials Date

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
RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- q. **Offer** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 173-176
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 177-182
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 183-185
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled 'The Law of Real Estate Agency.' 186-194
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 195-202
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1976, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 203-205
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 206-209
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 210-229


Buyer's Initials Date

Buyer's Initials Date

 11/27/2019
Seller's Initials Date

Seller's Initials Date

OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019
between Forterra NW, a Washington nonprofit corporation ("Buyer")
Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD WA) ("Seller")
concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property")

CHECK IF INCLUDED:

- 1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property, (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction.
- 2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy:
 - Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance
 - Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer.
- 3. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession.
- 4. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines.
- 5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a
 - public water main; public sewer main; septic tank; well (specify type) _____
 - irrigation water (specify provider) _____; natural gas; telephone
 - cable; electricity; other _____
- 6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available:
 - WALL INSULATION TYPE _____ THICKNESS: _____ R-VALUE: _____
 - CEILING INSULATION TYPE _____ THICKNESS: _____ R-VALUE: _____
 - OTHER INSULATION DATA _____
- 7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: propane tank; security system; satellite dish and operating equipment; other _____






Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT

Continued

Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

- 8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
 - a. Association rules and regulations, including but not limited to architectural guidelines.
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs).
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months, and
 - e. Association financial statements from the prior two (2) years and current operating budget.

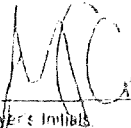
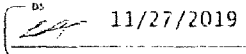
If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

- 9. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer, Seller (Seller if not filled in)

- 10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

- 11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
 - a. Home warranty provider: _____
 - b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance
 - c. Options to be included: _____ (none, if not filled in).
 - d. Other: _____

- 12. **Other.**

 _____ Date _____
 Buyer's Initials Date Buyer's Initials Date
 _____ Date _____
 Seller's Initials Date Seller's Initials Date

Form 22J
Disclosure Lead Based Paint & Hazards
Rev 7/10
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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**
Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1
between Forterra NW. a Washington nonprofit corporation ("Buyer" and/or "Lessee") 2
Buyer and/or Lessee Buyer and/or Lessee
and Bankr. Estate of Tod Charles Turner (No.19-10333, US Bankr Ct. WD W) ("Seller" and/or "Lessor") 3
Seller and/or Lessor Seller and/or Lessor
concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4
Address City State Zip

Purchase & Sale Agreement Lead Warning Statement 5
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 6-14

Lease Agreement Lead Warning Statement 15
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 16-20

Cancellation Rights 21
If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement. 22-24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant 25

- Seller's/Lessor's Disclosure** 26
- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below) 27
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) 28
 - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing 29
 - (b) Records and reports available to the Seller/Lessor (check one below): 30
 - Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below) 31-34
 - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 35-36

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate 37-38

Buyer/Lessor 11/27/2019 Date 39
Buyer/Lessor Initials [Signature] Date Buyer/Lessee Initials [Signature] Date
Buyer/Lessor Initials [Signature] Date Seller/Lessor Initials [Signature] Date

Form 22J
Disclosure Lead Based Paint & Hazards
Rev. 7/10
Page 2 of 2

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment 40

(c) Buyer/Lessee has received copies of all information listed above 41

(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home" 42

(e) Buyer has (check one below only if Purchase and Sale Agreement): 43

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards 44-45

Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions 46-47

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 48-51

This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 52-56

The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 57-65

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 66-74

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s). 75-77

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 78-79

[Signature] _____ 80
Buyer/Lessee Date Buyer/Lessee Date

Brokers' Acknowledgment 81

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 82-83

[Signature] _____ 84
Selling Broker Date Listing Broker Date

[Signature] _____
Buyer/Lessee Initials Date Buyer/Lessee Initials Date
[Signature] _____
Seller/Lessor Initials Date Seller/Lessor Initials Date

Form 34
Addendum/Amendment to P&S
Rev 7/10
Page 1 of 1

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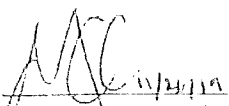

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1
between Forterra NW, a Washington non profit corporation ("Buyer") 2
Buyer Buyer
and Bankr. Estate of Tod Charles Turner (No.19-10333, US Bankr Ct. WD WA) ("Seller") 3
Seller Seller
concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS 5

- 1. APPROVALS AND CONDITIONS. Buyer and Seller acknowledge that this Agreement is subject to the following, any one of which, if not obtained or satisfied prior to Closing, shall cause this Agreement to terminate and the Earnest Money to be returned to Buyer: 6
 - a. Entry of an order by the bankruptcy court in Seller's bankruptcy case (Case No. 19-10033, US Bankruptcy Court for the Western District of Washington) that is final and no longer subject to appeal, in a form acceptable to Buyer, in its sole discretion. The order shall provide, among other things, that the sale of the Property is free and clear of all liens, claims and interests, and that Buyer is a good faith purchaser entitled to the protections under Bankruptcy Code section 363(m). 7-14
 - b. First American Title Insurance Company's commitment to issue at Closing a 2006 ALTA Owner's Standard Coverage Policy in the amount of the Purchase Price deleting Exception Nos. 9 through 35 of Schedule B, Part II of Commitment No. 4209-3340848 dated October 14, 2019. Any intervening exceptions are subject to Buyer's approval. 15-18
 - c. Pursuant to Addendum Item 2 of existing Purchase and Sale Agreement, dated October 12, 2019 ("LFP Group Agreement") between Seller and Lake Forest Park Group LLC ("LFP Group"). LFP Group's right to meet or beat the price and terms of this offer within two (2) business days of receipt. In the event LFP Group matches the offer, Buyer shall have two (2) business days to meet or beat said LFP Group's price and terms or this Agreement shall terminate and Seller shall be free to accept LFP Group's amended offer. In the event LFP Group declines to match the offer, Seller shall promptly provide Buyer with satisfactory evidence of termination of the LFP Group Agreement. 19-25
 - d. Issuance of a Phase I Environmental Site Assessment of the Property satisfactory to Buyer, in its sole discretion, and at Buyer's expense. 26-28
- (Addendum/Amendment continued on next page) 29-30

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged

Buyer's Initials _____ Date 11/27/19 Buyer's Initials _____ Date _____
 Seller's Initials _____ Date 11/27/2019 Seller's Initials _____ Date _____

Form 34
Addendum/Amendment to PAS
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1
between Forterra NW, a Washington non profit corporation ('Buyer') 2
Buyer Buyer
and Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct, WD WA) ('Seller') 3
Seller Seller
concerning 17345 & 17347 Beach Drive NE, Lake Forest Park WA 98155 (the "Property") 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

(Addendum/Amendment continued from prior page) 6

2. POSSESSION. Seller may occupy the Property through January 31, 2020 at no rental charge to Seller in the event 7
the Closing occurs prior to January 31, 2020. In such event, Buyer and Seller agree to sign a NWMLS Form 65B 8
(Seller Occupancy After Closing) prior to Closing. Otherwise Possession shall be delivered upon Closing. 9
10

3. CLOSING DATE. The Closing Date shall be on or before thirty (30) days after the bankruptcy court's order 11
approving the sale becomes a final order no longer subject to appeal. 12
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged

[Signature] 11/27/2019
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

EXHIBIT 'A' LEGAL DESCRIPTION

For Property Commonly Known As:
17345 & 17347 Beach Drive NE Lake Forest Park, WA 98155
(King County Tax Parcel #403010-0035 & 403010-0040)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF LAKE FOREST PARK, COUNTY OF KING, STATE OF WASHINGTON, AND DESCRIBED AS FOLLOWS:

PARCEL A (403010-0035-03):

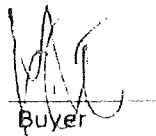
THE NORTH 59.45 FEET OF THE SOUTH 239.45 FEET OF LOT 1, BLOCK 2, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF THE SECOND CLASS SHORELANDS AS SHOWN IN SAID PLAT, ADJACENT THEREOF.

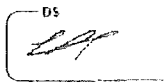
PARCEL B (403010-0040-06):

THE NORTHEASTERLY 80 FEET OF THE SOUTHWESTERLY 180 FEET OF LOT 1, MEASURED ALONG THE SOUTHEASTERLY LINE OF BEACH DRIVE, BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON.

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

INITIALS: 
Buyer

12/3/19
Date


Seller

11/27/2019
Date

Form 65B
Rental - Delayed Occupancy
Rev. 7/19
Page 1 of 2

RENTAL AGREEMENT
Seller Occupancy After Closing

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Date: November 26, 2019 1

Tenant(s) Tod Charles Turner 2
Seller/Tenant

agree(s) to rent from Landlord Forterra NW 3
Buyer/Landlord

the property commonly known as 17345 Beach Drive Lake Forest Park 4
Address City

WA 98155 King (the "Property") on the following terms and conditions: 5
State Zip County

1. **RENT.** The rent shall be \$ 0.00 per day. Landlord acknowledges receipt of rent in the amount of 6
\$ 0.00 for the period of N/A. Future rent shall be payable as follows: 7
N/A. Rent shall be payable to N/A 8
at N/A. 9

2. **POSSESSION.** Tenant is entitled to possession on the closing of the sale. If the sale does not close, then this 10
Agreement is void. 11

3. **TERM.** This Agreement shall terminate on 01/31/20. Upon termination, any advance rent shall be 12
pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon Tenant's vacating the 13
Property. If Tenant holds over without the written consent of Landlord, Tenant shall be liable for rent and all other 14
damages sustained by Landlord because of such holdover. 15

4. **INSURANCE.** Landlord agrees to insure the Property against fire and other normal casualties. All proceeds of any 16
such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on 17
the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 18
coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 19
personal property. 20

5. **UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of the 21
Agreement. 22

6. **IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations to the Property, including 23
painting, during the term of this Agreement, without the written permission of Landlord. Tenant will return the 24
Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 25

7. **SUBLETTING OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under 26
this Agreement. 27

8. **CITY OF SEATTLE RENTAL REGULATION ORDINANCE.** If the Property is located within the City of Seattle, 28
then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt 29
of a copy of the summary. 30

9. **RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved 31
with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from 32
any and all claims arising under this Agreement. 33

10. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is 34
successful, the other party agrees to pay reasonable attorneys' fees. In the event of a trial, the amount of fees 35
shall be as fixed by the Court. 36

[Signature] 12/3/19 _____ [Signature] 11/27/2019
Landlord's Initials Date Landlord's Initials Date Tenant's Initials Date Tenant's Initials Date

RENTAL AGREEMENT
Seller Occupancy After Closing
(Continued)

11. **SMOKE DETECTOR.** Tenant acknowledges and Landlord certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Landlord makes the following disclosures

(a) The smoke detection device is hard-wired battery operated.

(b) The Building does does not have a fire sprinkler system

(c) The Building does does not have a fire alarm system.

(d) The building has a smoking policy, as follows:

The building does not have a smoking policy.

(e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.

The building does not have an emergency notification plan for occupants.

(f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement.

The building does not have an emergency relocation plan for occupants.

(g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement.

The building does not have an emergency evacuation plan for occupants.

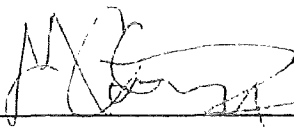
Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes.

12. **CARBON MONOXIDE ALARMS.** Landlord shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Landlord complies with RCW 19.27.530.

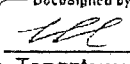
13. **LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations.

14. **MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."

15. **OTHER.**



Landlord Date 12/3/19

DocuSigned by


Tenant Date 11/27/2019

Landlord Date

Tenant Date

Form 17
Seller Disclosure Statement
Rev. 7/15
Page 1 of 6

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

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SELLER: Tod C Turner
Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.08 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 17345/17347 Beach Drive NE, CITY Lake Forest Park

STATE WA, ZIP 98148, COUNTY KING ('THE PROPERTY') OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO REVOKE THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF REVISION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO REVOKE PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER IS / IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

- | | YES | NO | DON'T KNOW | NA |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

TCT 09/08/2016
SELLER'S INITIALS Date


[Signature] 12/8/19
BUYER'S INITIALS Date


Form 17
Seller Disclosure Statement
Rev. 7/16
Page 2 of 4

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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	YES	NO	DON'T KNOW	NA	62
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63
*J. Is there a boundary survey for the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64
*K. Are there any covenants, conditions, or restrictions recorded against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. ROW 49.60.224.					66
					67
					68
					69
					60
					61
2. WATER					62
A. Household Water					63
(1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system					64
<input checked="" type="checkbox"/> Private well serving only the subject property <input type="checkbox"/> Other water system					65
*If shared, are there any written agreements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
* (3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
(4) During your ownership, has the source provided an adequate year-round supply of potable water? <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
If no, please explain: _____					70
* (6) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					72
* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	74
(b) If yes, has all or any portion of the water right not been used for five or more successive years? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
B. Irrigation Water					70
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80
(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	81
(b) If so, is the certificate available? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	82
(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	83
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
If so, please identify the entity that supplies water to the property: _____					85
					86
C. Outdoor Sprinkler System					80
(1) Is there an outdoor sprinkler system for the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
3. SEWER/ON-SITE SEWAGE SYSTEM					93
A. The property is served by:					94
<input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					95
<input type="checkbox"/> Other disposal system					96
Please describe: _____					97

 09/08/2016
SELLER'S INITIALS Date

 12/3/19
SELLER'S INITIALS Date
Burger

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SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

(Continued)

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- | | YES | NO | DON'T
KNOW | N/A | 80 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 80 |
| If no, please explain: | | | | | 100 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 |
| D. If the property is connected to an on-site sewage system: | | | | | 103 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 104 |
| (2) When was it last pumped? | | | | | 106 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 107 |
| (4) When was it last inspected? | | | | <input checked="" type="checkbox"/> | 108 |
| By whom: | | | | | 109 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 110 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 111 |
| If no, please explain: | | | | | 112 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 113 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 114 |
| If no, please explain: | | | | | 115 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 116 |

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).

4. STRUCTURAL

- | | | | | | |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------|--------------------------|-------------------------------------|-----|
| *A. Has the roof leaked within the last 5 years? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 121 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 122 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 123 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 124 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| If yes, year of original construction: <u>1927 I believe</u> | | | | | 127 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 128 |
| *F. Are there any defects with the following: (if yes, please check applicable items and explain) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 130 |
| <input checked="" type="checkbox"/> Chimneys | <input checked="" type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 131 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Pails | | | 132 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 133 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 134 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 135 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 136 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 137 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 138 |
| *G. Was a structural pest or "whole house" inspection done? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 139 |
| If yes, when and by whom was the inspection completed? | | | | | 140 |
| <u>Cascade pest control several years ago. They come quarterly to spray for spiders</u> | | | | | 141 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 142 |
| I. Is the attic insulated? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 144 |

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SELLER'S INITIALS Date 12/3/19

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	YES	NO	DON'T KNOW	NA	140
6. SYSTEMS AND FIXTURES					149
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain:					150
Electrical system, including wiring, switches, outlets, and service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Hot Water tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Heating and cooling systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	159
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	160
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					161
Security System:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	163
Tank (type):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	164
Satellite dish:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	165
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	166
*C. Are any of the following kinds of wood burning appliances present at the property?					167
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(4) Fireplace?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	172
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	174
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to ROW 19.27.550, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176
F. Is the property equipped with smoke alarms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	178
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					179
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	180
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, filing policy, and other information that is not publicly available:					181
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	184
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					185
<input type="checkbox"/> Other:					186
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	187
*D. Are there any shared "common areas" or any joint maintenance agreements (fealties such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	188
7. ENVIRONMENTAL					191
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	192
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	194
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	195
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	197
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	198
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	201

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Date

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Date
T. Shueger

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	YES	NO	DON'T KNOW	N/A	ROW
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility services to the structures on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	204
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	205
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	206
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	207
B. LEAD BASED PAINT (Applicable if the house was built before 1978)					210
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					211
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)					212
<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					213
B. Records and reports available to the Seller (check one below):					214
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)					215
<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					216
D. MANUFACTURED AND MOBILE HOMES					220
If the property includes a manufactured or mobile home,					221
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	222
If yes, please describe the alterations:					223
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	224
*C. If alterations were made, were permits or variances for those alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	225
10. FULL DISCLOSURE BY SELLER					226
A. Other conditions or defects:					227
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
B. Verification					229
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensee harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensee, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					230
_____ Seller					231
09/08/2016 Date					232
_____ Seller					233
_____ Date					234
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).					235
Easements, Encroachments, Nonconformances					236
Several of the buildings are within the now-required setback, but all are grandfathered in. The plaster boxes in the front of the houses on the street are in the right of way, but have a variance from the City of Lake Forest Park. There is also an easement for the sewer line, which runs down the west side of the property.					237
Roof Leaks - Three roofs of the 9 have leaked in the last 6 years. One was immediately replaced, the other two are scheduled to be replaced in the next 60 days.					238
Settling - Minor settling of house about 10-12 years ago (small cracks in plaster after an earthquake). No change since.					239
Building repairs - Chimney above roof needs some brick work, several interior walls in house have minor plaster cracks (noted above), bathroom needs new roof and remodeling.					240

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II. NOTICES TO THE BUYER 262

1. SEX OFFENDER REGISTRATION 263

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 264

2. PROXIMITY TO FARMING 267

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7A.8.306, THE WASHINGTON RIGHT TO FARM ACT. 268

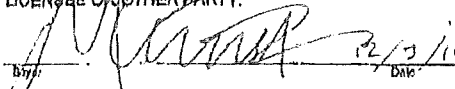
III. BUYER'S ACKNOWLEDGEMENT 261

1. BUYER HEREBY ACKNOWLEDGES THAT: 262

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 263
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party. 264
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 265
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 266
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 267
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*. 268

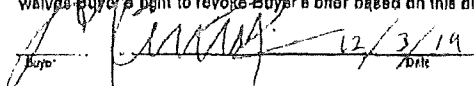
DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 274

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 260

 12/3/19
Buyer _____ Date _____ 263

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 265


Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure. 266

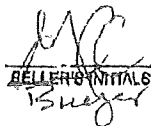
 12/3/19
Buyer _____ Date _____ 267

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 268

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. 269

Buyer _____ Date _____ 264

 6/28/2019
SELLER'S INITIALS _____ Date _____


 12/3/19
SELLER'S INITIALS _____ Date _____

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

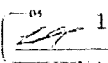
Continued

- i. **Sale Information** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement, or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeror and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply.
 - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.


Buyer's Initials _____ Date 11/27/19 _____

Buyer's Initials _____ Date _____

 11/27/2019
Seller's Initials _____ Date 11/27/2019 _____

Seller's Initials _____ Date _____

**Exhibit B to
Memorandum of Agreement for Acquisition of Property**

Forterra Rates

Rate Schedule

Position	Rate
President	\$250
VPs, CFO and Legal	\$225
Vertical Directors/Managing Directors	\$175
Other Directors, Program Mgrs., Sr. Project Mgrs.	\$150
Executive Assistants	\$125
Project Managers	\$115
Senior Project Associates	\$100
Project Associates & Fellows	\$90

RESOLUTION NO 1816

A RESOLUTION OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING AN INTERFUND LOAN FROM THE SEWER CAPITAL FUND TO THE STRATEGIC OPPORTUNITY FUND IN AN AMOUNT UP TO \$1,300,000 AND PROVIDING REPAYMENT PROVISIONS

WHEREAS, the City of Lake Forest Park is purchasing real property located at 17345 and 17347 Beach Drive NE (the "Lake Front Property") from Forterra NW for park purposes; and

WHEREAS, the City will receive two State grants, the Department of Commerce and the Recreation and Conservation Office grants ("State Grants"), for the Lake Front Property as reimbursement of City acquisition costs; and

WHEREAS, an interfund loan from the Sewer Capital Fund is necessary to assist the Strategic Opportunity Fund with a temporary cash flow need; and

WHEREAS, the Sewer Capital Fund has sufficient funds available to cover the cash flow needs of the Strategic Opportunity Fund for a necessary, short term interfund loan as authorized herein; and

WHEREAS, the interfund loan will be repaid with interest immediately upon receipt of the State Grants;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AS FOLLOWS:

Section 1. Interfund Loan Authorized. A loan in an amount up to \$1,300,000 is hereby authorized from the Sewer Capital Fund to the Strategic Opportunity Fund. The loan shall be repaid in full plus interest from the Strategic Opportunity Fund, upon the receipt of the State Grants. Interest shall be paid at the rate of the current Local Government Investment Pool (LGIP) interest rate.

Section 2. Finance Director Authorized to Act. The Finance Director is authorized to transfer funds from the Sewer Capital Fund to the Strategic Opportunity Fund as authorized by Section 1 of this Resolution for the purpose of this interfund loan. The Finance Director is authorized and directed to repay the borrowed monies, plus interest, as required in Section 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 4th day of November, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: October 8, 2021
PASSED BY THE CITY COUNCIL: November 4, 2021
RESOLUTION NO.: 1816

RESOLUTION NO 1820

A RESOLUTION OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND FORTERRA NW FOR THE CITY'S PURCHASE OF TWO LAKE FRONT PARCELS FOR PARK PURPOSES

WHEREAS, the City Council approved a Memorandum of Agreement ("MOA") with Forterra Northwest ("Forterra") on December 12, 2019, for the future purchase of real property located at 17345 and 17347 Beach Drive NE (the "Lake Front Property") for park purposes; and

WHEREAS, the MOA gave the City two years to close the purchase upon the terms detailed in the MOA including price and an interim lease by the City; and

WHEREAS, the City has now obtained all the funding for the purchase of Lake Front Property from the City's Strategic Opportunity Fund, State grants, King County levy funds, and King County conservation futures funding;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. The City Council of the City of Lake Forest Park authorizes the Mayor to execute the Purchase and Sale Agreement with Forterra NW for the Lake Front Property attached as Exhibit A, along with any other necessary and required documentation to close the sale, and expend the funds necessary to close the sale.

Section 2. Effective Date. This Resolution shall take effect immediately upon passage.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 4th day of November, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: October 29, 2021
PASSED BY THE CITY COUNCIL: November 4, 2021
RESOLUTION NO.: 1820

EXHIBIT A
(to Resolution 1820)
PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement"), dated as of the 1st day of November, 2021, is entered into by and between FORTERRA NW, a Washington nonprofit corporation ("Seller"), and the CITY OF LAKE FOREST PARK, a municipal corporation and political subdivision of the State of Washington ("Buyer"). Buyer and Seller are hereafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. Seller and Buyer entered into that certain Memorandum of Agreement for Acquisition of Property, effective December 12, 2019, the terms of which are incorporated herein by this reference (the "MOA"), relating to certain real property in the City of Lake Forest Park, King County, Washington, more particularly described on Exhibit A, attached hereto (the "Land"), which was purchased by Seller on January 23, 2020.

B. Seller and Buyer entered into that certain Lease Agreement with respect to the Land pursuant to which Buyer has been leasing the Land since it was acquired by Seller, the terms of which are incorporated herein by this reference (the "Lease"). The Lease shall terminate effective upon Closing (as defined below).

C. Seller desires to sell the Property (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller, all subject to the terms and conditions set forth in the MOA and this Agreement.

AGREEMENT

NOW, THEREFORE, intending to be legally bound, for good and valuable consideration, including the mutual covenants and promises of the Parties, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. PROPERTY. The "Property" subject to this Agreement includes the Land together with:

a. All rights, privileges and easements appurtenant to the Land, including without limitation: all minerals, oil, gas and other hydrocarbon substances on or under the Land; all development rights, air rights, and water rights relating to the Land; any and all easements, rights-of-way, rights of ingress or egress or other interest in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Land; all rights to utilities serving the Land; and all other appurtenances used in connection with the beneficial use and enjoyment of the Land;

b. All buildings upon and other improvements appurtenant to the Land;

and

c. All of Seller's rights, titles and interests in and to any tangible personal property located on and/or used in connection with the operation of the Land.

Notwithstanding the foregoing, in no event shall the Property include any real or personal property other than what was acquired by Seller pursuant to the Residential Real Estate Purchase and Sale Agreement included as Exhibit A to the MOA.

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

3. PURCHASE PRICE AND ADDITIONAL AMOUNTS.

3.1. Amount. The purchase price ("Purchase Price") for the Property shall be Five Million Dollars (\$5,000,000). In addition to the Purchase Price, Buyer shall pay Seller the amounts provided for in Section 4(b) of the MOA (the "Additional Amount"). Seller acknowledges that Buyer has previously paid Seller the Conservation Fee provided for in Section 4(b)(iv), a portion of the interest accrued on Seller's Financing costs in Section 4(b)(ii), and property taxes in Section 4(b)(iii). Seller shall provide Buyer with an itemization of the Additional Amount at least five (5) days prior to Closing.

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

3.3 Earnest Money. No Earnest Money is being required of Buyer.

4. TITLE. Title to the Property shall be insurable by a 2006 ALTA Owner's Standard Coverage Policy in the amount of the Purchase Price (the "Title Policy") to be issued by First American Title Insurance Company or Chicago Title Insurance Company (the "Title Company" or "Escrow Holder"), subject only to the Permitted Exceptions (as defined below). The "Permitted Exceptions" means the Exceptions from Coverage specified in the title insurance policy issued by the Title Company to Seller at the time Seller acquired the Property, Policy Number 5011453-3340848, the terms of which are incorporated herein by this reference, excluding the Deed of Trust/Mortgage referred to in Paragraph 15 of Part Two thereof, and updated to reflect current General taxes and assessments. It shall be a condition of Closing that all requirements for issuance of the Title Policy shall have been satisfied or waived by the Title Company and the Title Company shall be prepared to issue the Title Policy, on the standard form in use in the State of Washington, in the full amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property subject only to Permitted Exceptions and others approved by Buyer in writing.

5. DELIVERIES TO ESCROW HOLDER.

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

a. **Deed.** A Bargain and Sale Deed warranting only against persons claiming by, through or under Seller and subject only to the Permitted Exceptions, but otherwise in form and substance reasonably satisfactory to Buyer and the Title Company, duly executed and acknowledged by Seller (the "Deed").

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

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

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

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

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

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

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

6. CLOSE OF ESCROW.

6.1. Time. The close of escrow (the "Closing") shall occur at the offices of Escrow Holder on a date on or before December 31, 2021 that is agreed to by Buyer and Seller (the "Closing Date").

6.2. Procedure. Escrow Holder shall proceed with Closing as follows:

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

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

c. Issue and deliver the Title Policy to Buyer.

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

e. Deliver the Purchase Price and Additional Amount less amounts applied as provided in Section 6.2(a) above, to Seller.

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

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

6.4. Closing Costs and Prorations.

a. **Closing Costs.** Buyer agrees to pay all Closing costs including, without limitation: (A) all state, county and local documentary transfer taxes, including any Washington state real estate excise tax, (B) the premium for the Title Policy; (C) recording fees; and (D) any escrow fee.

b. **Property Taxes.** The Property has been determined exempt from property taxes.

6.5. Possession. Buyer presently has possession of the Property pursuant to the Lease and will remain in possession at and after Closing.

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

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

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

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

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

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

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

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

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

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

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

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

11. ENTIRE AGREEMENT. This Agreement contains the entire integrated agreement of the Parties, including all of the covenants and conditions between the Parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

12. DEFAULT; REMEDIES.

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

12.2. Seller's Remedies. If Buyer fails, without legal excuse, to complete the purchase of the Property for any reason except failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, may terminate this Agreement.

12.3 Impact of Termination. The termination of this Agreement shall be without prejudice to the rights and obligations of the Parties under the MOA and Lease or the rights and obligations of the Parties under Sections 7 and 12.4. Otherwise, upon termination of this Agreement, neither Party shall have any further rights or obligations hereunder.

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

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

BUYER

City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98158
Attn: City Administrator
phill@ci.lake-forest-park.wa.us

SELLER

Forterra NW
PO Box 4189
Seattle, WA 98194
Attn: Joe Sambatero

jsambatero@forterra.org

The foregoing addresses may be changed by notice to the other Party as provided herein. Mailed notice properly given shall be deemed received four (4) days after deposit in the mail. Facsimile transmission of any signed original document or notice, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either Party or the Escrow Holder, the Parties will confirm facsimile transmitted signatures by signing an original document.

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

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

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

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

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

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

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

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

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

SELLER:

FORTERRA NW

By: _____

Name: Michelle Connor

Title: President

Date: _____, 2021

BUYER:

CITY OF LAKE FOREST PARK

By: _____

Name: _____

Title: _____

Date: _____, 2020

EXHIBIT LIST

A Legal Description

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

THE NORTH 59.45 FEET OF THE SOUTH 239.45 FEET OF LOT 1 IN BLOCK 2, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE SECOND CLASS SHORELANDS AS SHOWN IN SAID PLAT, ADJACENT THEREOF.

PARCEL B:

THE NORTHEASTERLY 80 FEET OF THE SOUTHWESTERLY 180 FEET OF LOT 1, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF BEACH DRIVE, IN BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.
APN: 403010-0035-03 and 403010-0040

Lake Forest Park Lakefront Improvements

Design, Engineering, Environmental, and Permitting

Agenda

- Introductions
- Firm presentation
 - Meet the team
 - Approach
 - Vision
- Questions and Discussion (30 min)

presenters

Amber
Mikluscak, PLA,
GISP



Section 10, Item D.

Project Manager

process/design/outreach

Chuck
McDowell,
PLA



Landscape Architect

design/outreach

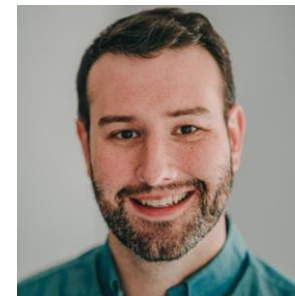
Jack Chaffin, AIA,
NCARB



Architect

architecture/adaptive reuse

Steve Robert, PE



Marine Engineer

engineering/waterfront
structures

Meet the team



Lake Forest Park Public Works

Cory Roche
City Project Manager

Core Design & Engagement Team

Jack Chaffin
Architecture
(Johnston Architects)

Kyle Braun
Landscape Architecture
(DCG/Watershed)

Chuck McDowell
Landscape Architecture
(DCG/Watershed)

DCG/Watershed

Amber Mikluscak
Project Manager
(DCG/Watershed)

Core Technical Team

Erik Davido
Civil Engineering
(DCG/Watershed)

Steve Robert
Marine Engineering
(DCG/Watershed)

Kenny Booth
Planning & Permitting
(DCG/Watershed)

Matt Scmitter
Structural Engineering
(DCG/Watershed)

Ryan Kahlo
Ecology
(DCG/Watershed)

Kirk Harris
Transportation
(Transportation Solutions)

Technical Resource Team

Trish Drew
Cost Estimating
(DCW)

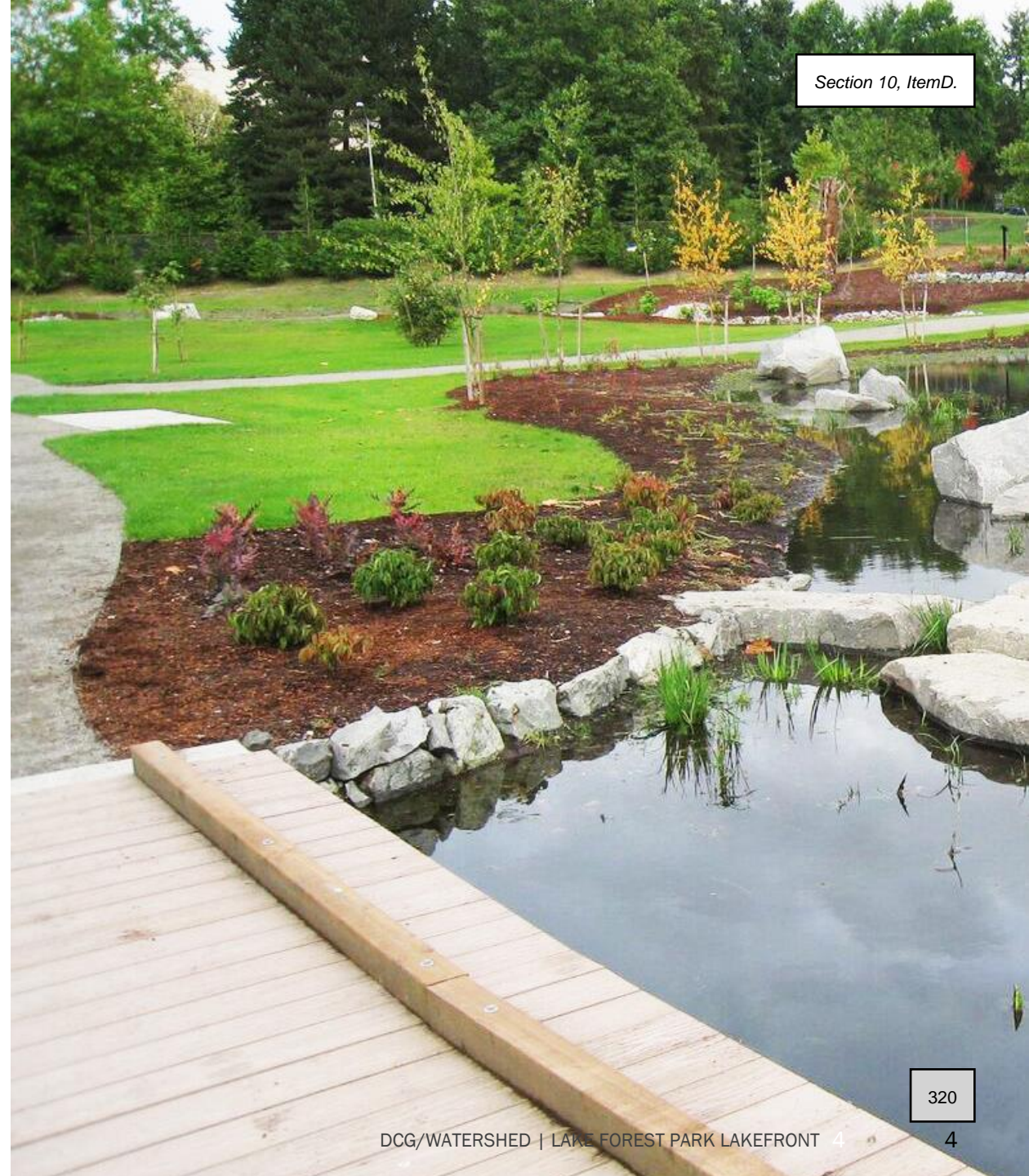
Sam Ward
Surveying
(APS)

JoLyn Gillie
Geotechnical
(Geosciences)

Dimitri Siaterlis
Electrical
(Elcon)

Why DCG/Watershed

- Experience
- Expertise
- Efficiency
- Responsiveness
- Commitment
- Creativity and design excellence

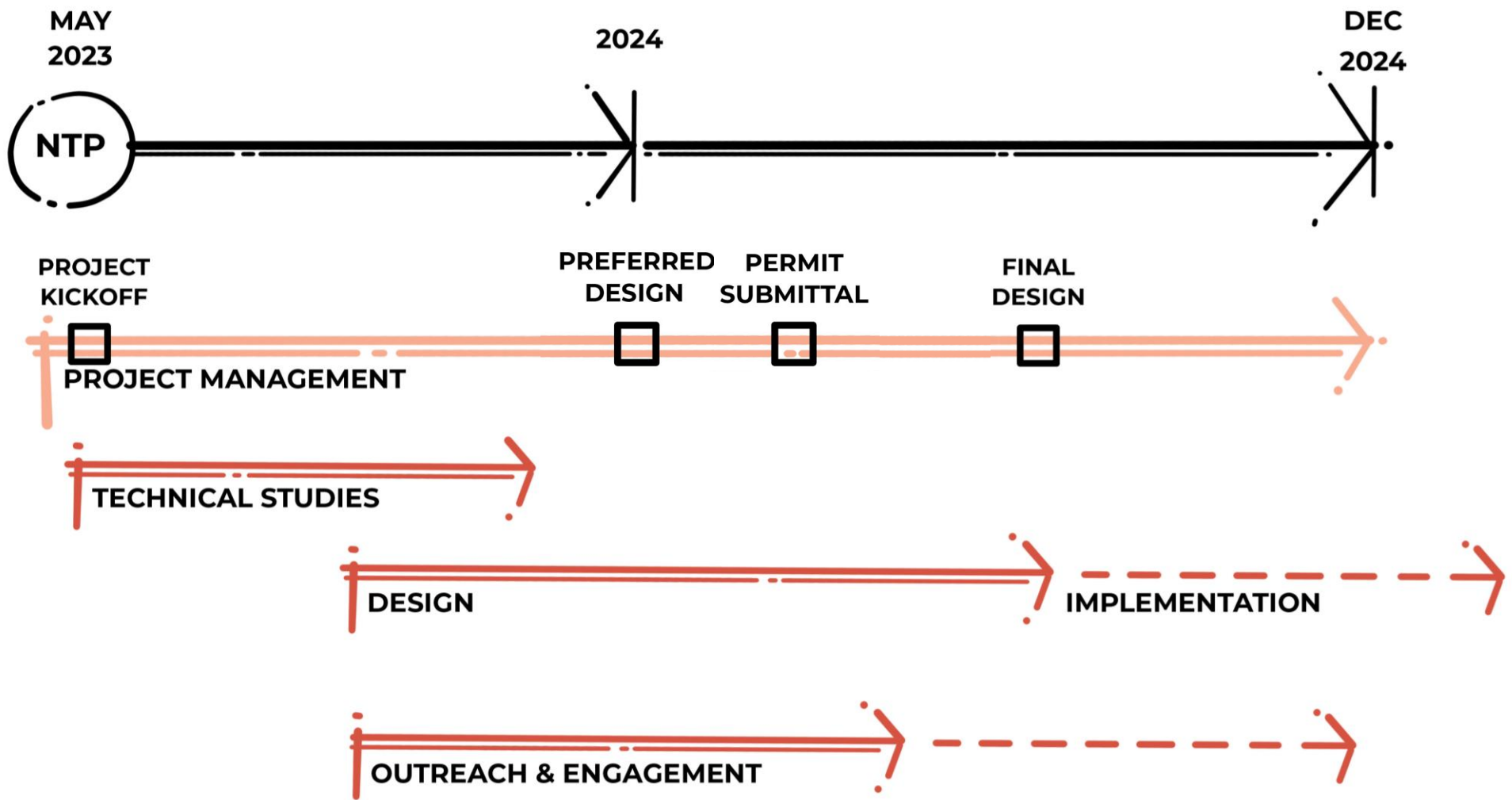


Section 10, Item D.

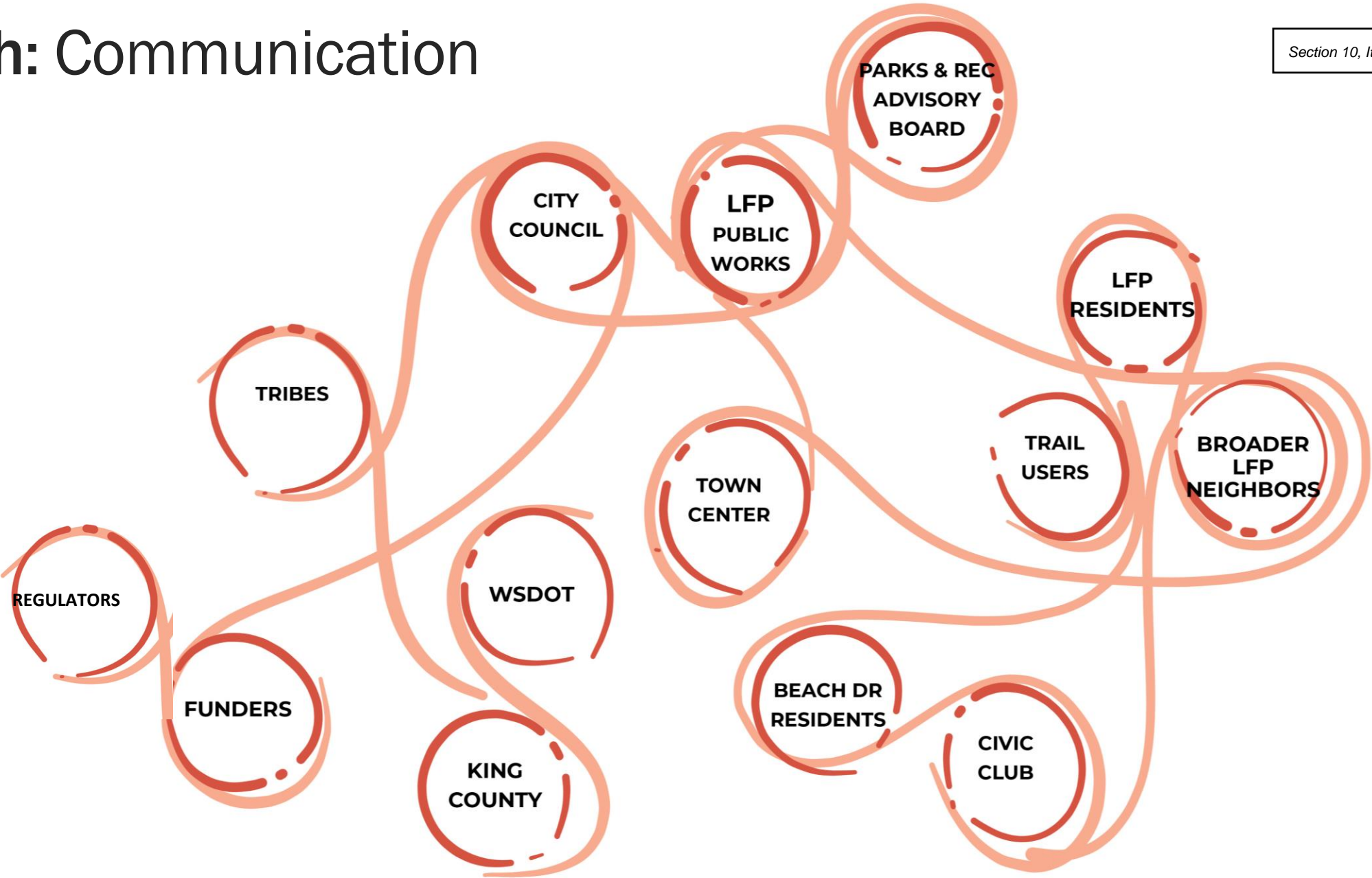
Approach



Approach: Sequence



Approach: Communication



Approach: Communication



Approach: Process



PROJECT PROCESS

Site Inventory

Programming,
Diagramming, Feasibility
Review, and Design
Development

Design Refinement
and Documentation

Phasing /
Implementation
Action Plan

Approach: Engagement



PUBLIC ENGAGEMENT

Project Introduction &
Visioning

Design Alternatives

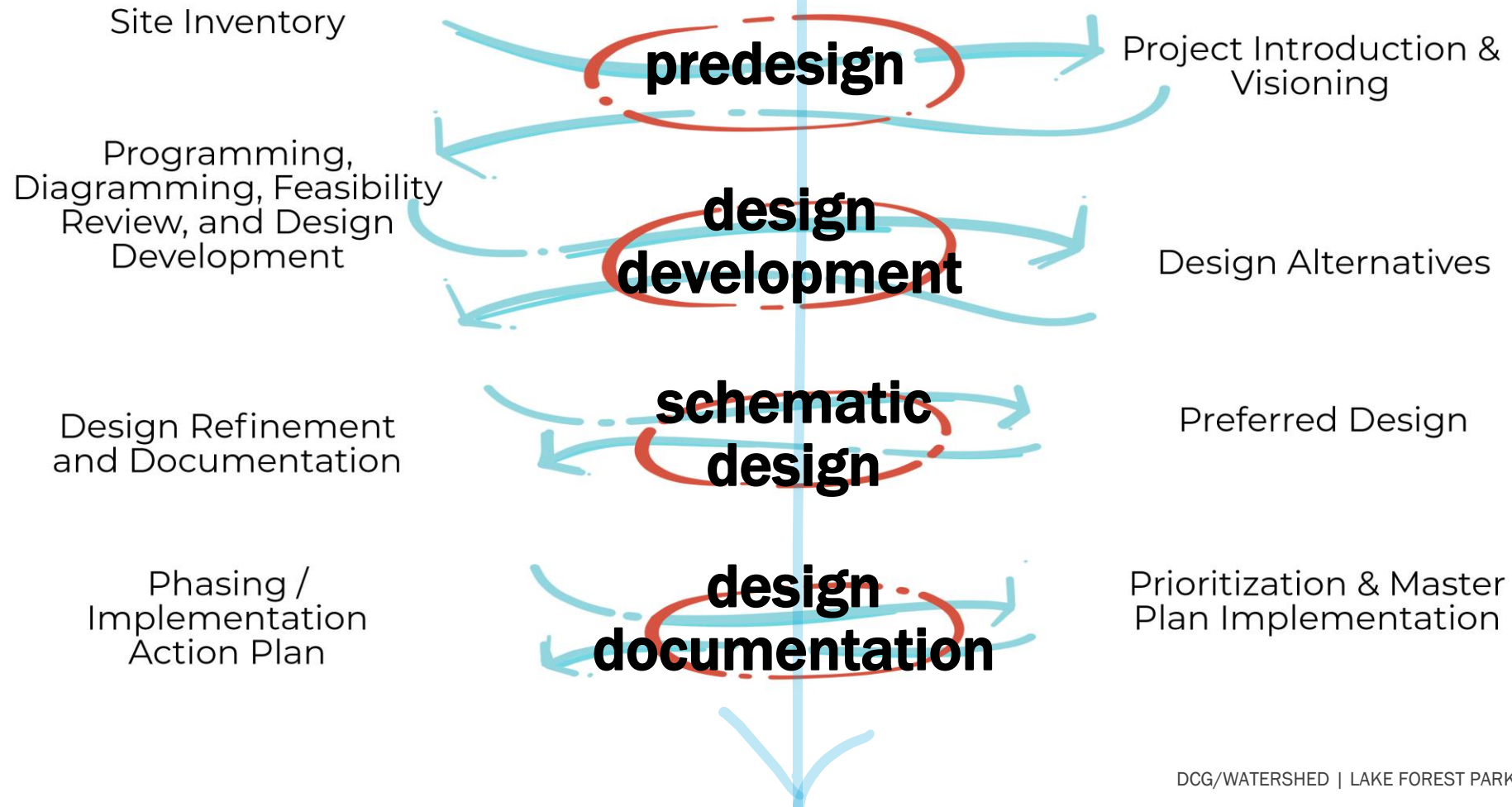
Preferred Design

Prioritization & Master
Plan Implementation

Approach: Integrated Process

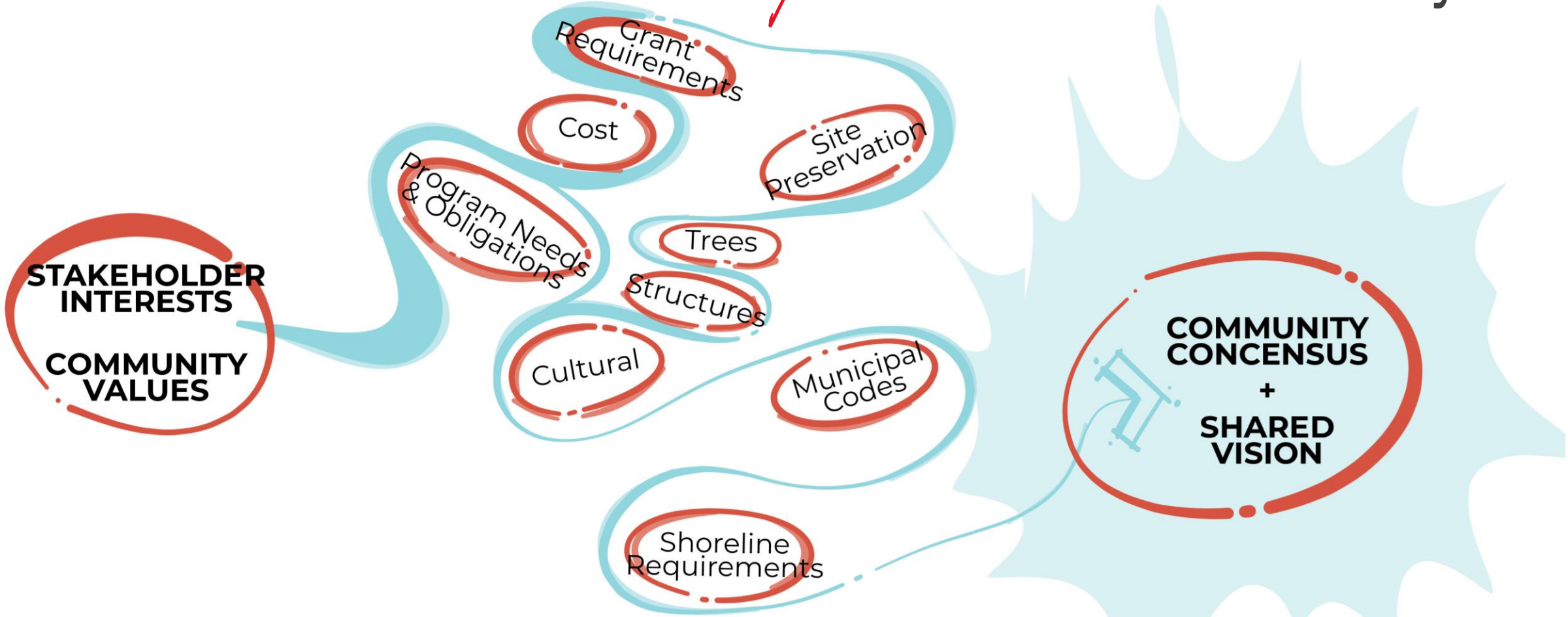
PROJECT PROCESS

PUBLIC ENGAGEMENT

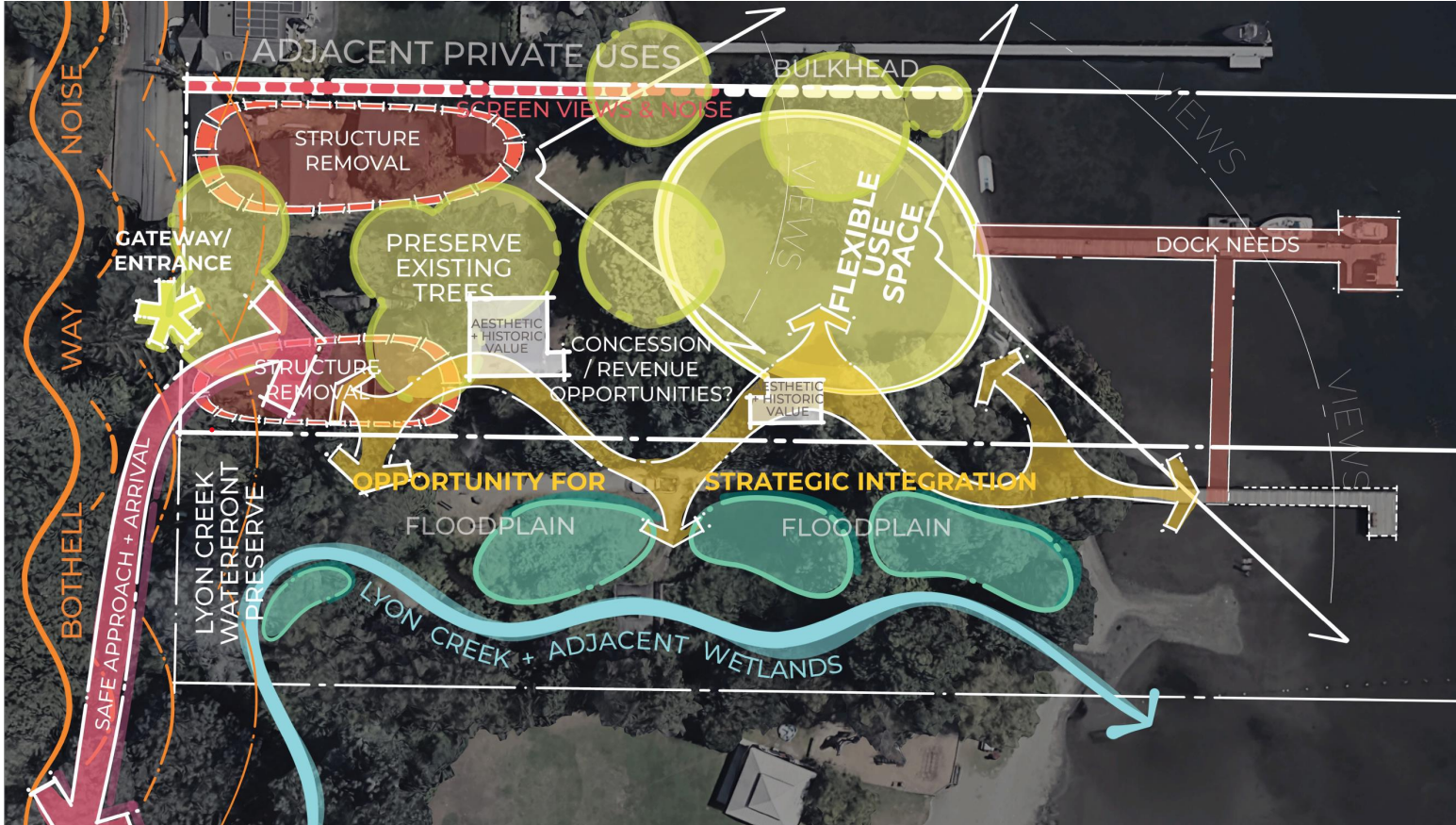


Approach: Design Thinking

~~Constraints vs. Points of Flexibility~~ Framework for Creativity



Approach: Analysis



- Location and adjacent uses and ownership
- Natural resources
- Operations and maintenance
- Mitigation
- Adaptive reuse architecture
- Waterfront recreation structures

Vision



Vision: Context

Section 10, Item D.



Vision: Context



Vision: Arrival

Section 10, Item D.



Vision: Entrance

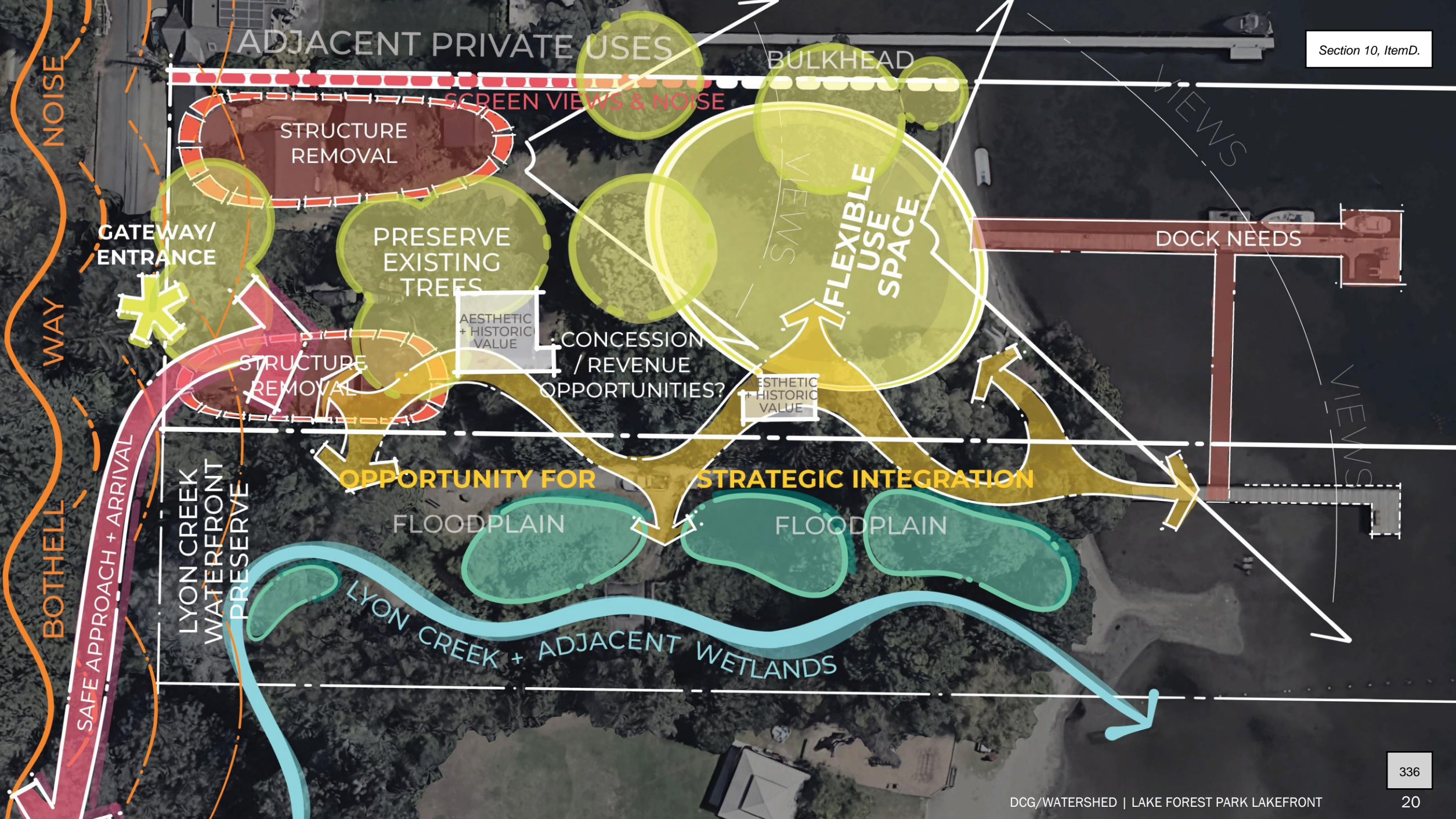
Section 10, Item D.



Vision: Interior and Waterfront

Section 10, Item D.





ADJACENT PRIVATE USES

BULKHEAD

SCREEN VIEWS & NOISE

STRUCTURE REMOVAL

GATEWAY/ENTRANCE

PRESERVE EXISTING TREES

AESTHETIC + HISTORIC VALUE

CONCESSION / REVENUE OPPORTUNITIES?

AESTHETIC + HISTORIC VALUE

STRUCTURE REMOVAL

FLEXIBLE USE SPACE

DOCK NEEDS

OPPORTUNITY FOR

STRATEGIC INTEGRATION

FLOODPLAIN

FLOODPLAIN

LYON CREEK WATERFRONT PRESERVE

LYON CREEK + ADJACENT WETLANDS

NOISE

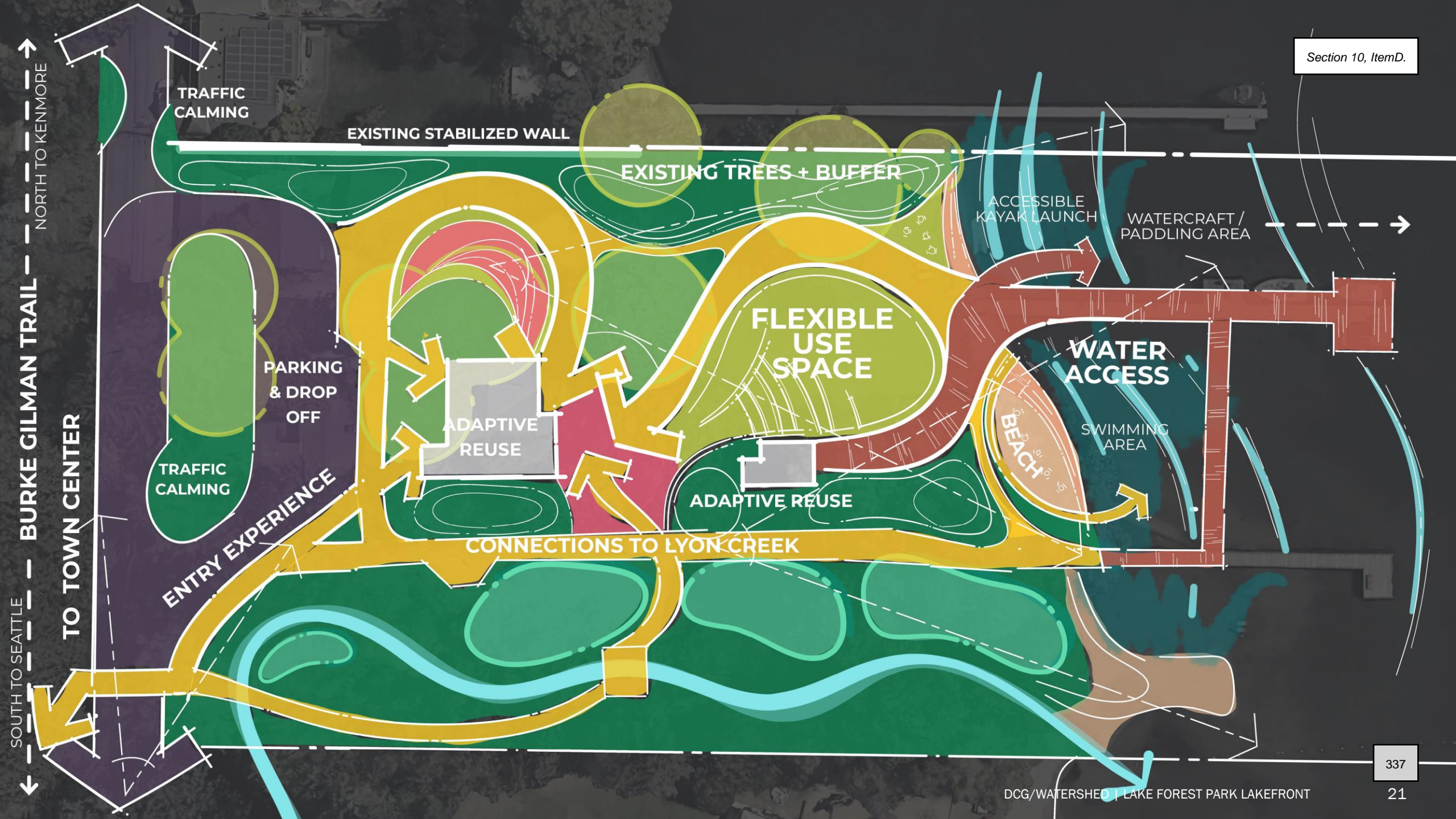
WAY

BOTHELL

SAFE APPROACH + ARRIVAL

VIEWS

VIEWS



TRAFFIC CALMING

EXISTING STABILIZED WALL

EXISTING TREES + BUFFER

ACCESSIBLE KAYAK LAUNCH

WATERCRAFT / PADDLING AREA

PARKING & DROP OFF

TRAFFIC CALMING

ADAPTIVE REUSE

FLEXIBLE USE SPACE

WATER ACCESS

BEACH

SWIMMING AREA

ADAPTIVE REUSE

CONNECTIONS TO LYON CREEK

ENTRY EXPERIENCE

NORTH TO KENMORE

BURKE GILMAN TRAIL

SOUTH TO SEATTLE

TO TOWN CENTER

ENTRY

INTERIOR

WATERFRONT

Section 10, Item D.

NORTH TO KENMORE
BURKE GILMAN TRAIL
TO TOWN CENTER
SOUTH TO SEATTLE

TRAFFIC CALMING

EXISTING STABILIZED WALL

EXISTING TREES + BUFFER

ACCESSIBLE KAYAK LAUNCH

WATERCRAFT / PADDLING AREA

PARKING & DROP OFF

TRAFFIC CALMING

ENTRY EXPERIENCE

ADAPTIVE REUSE

FLEXIBLE USE SPACE

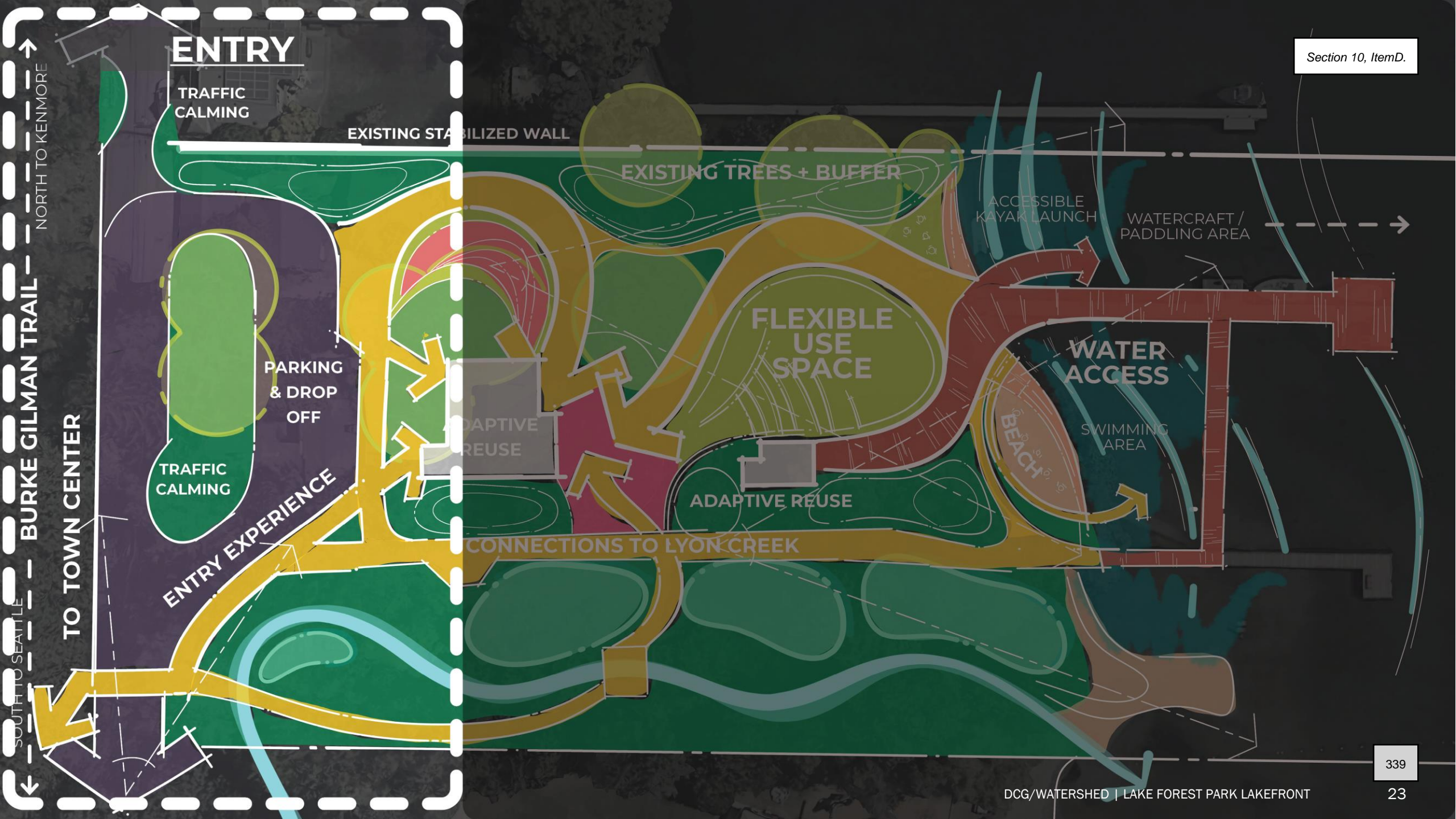
ADAPTIVE REUSE

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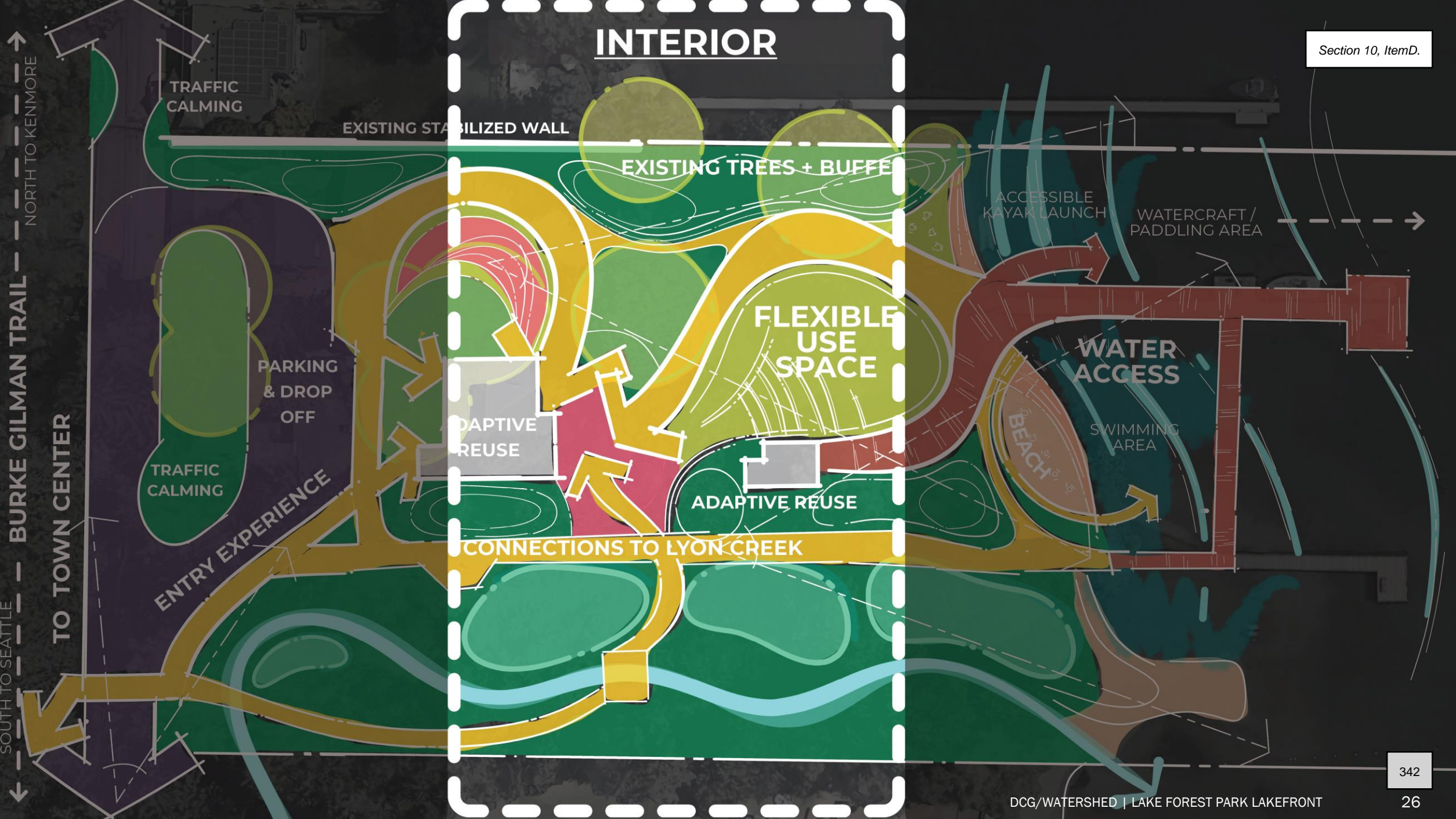
SOUTH TO SEATTLE

NORTH TO KENMORE





INTERIOR



NORTH TO KENMORE
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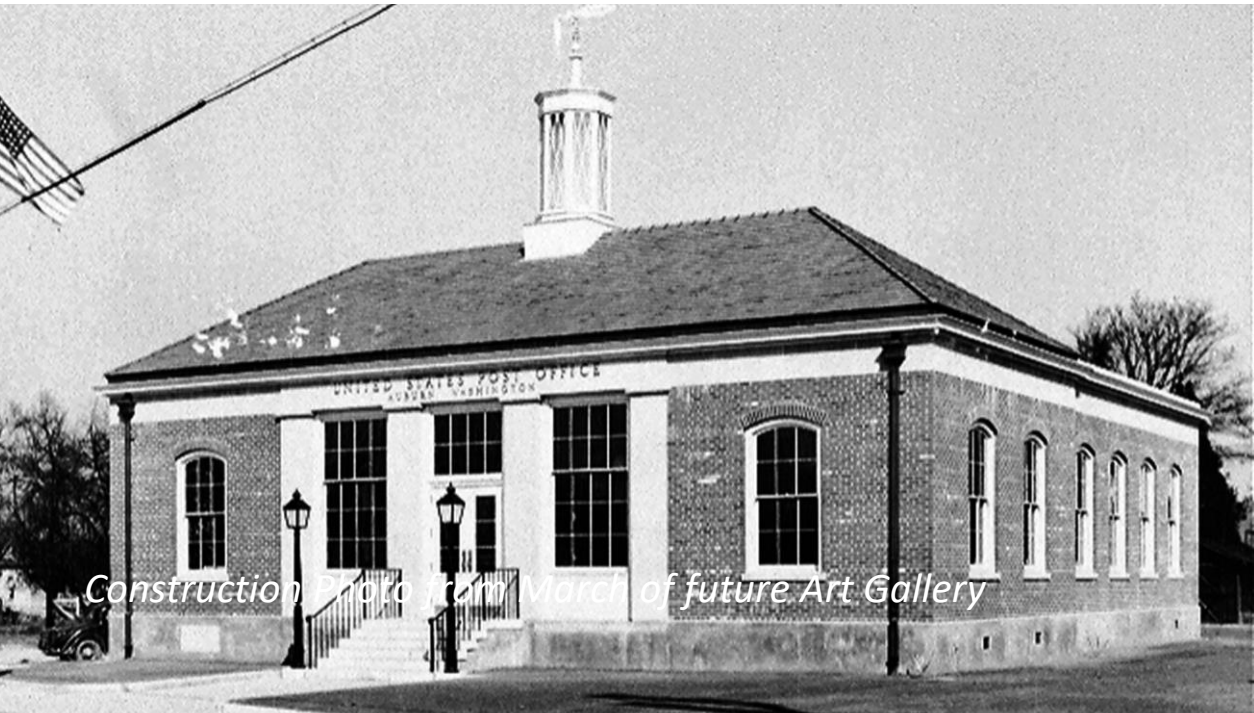
Section 10, Item D.



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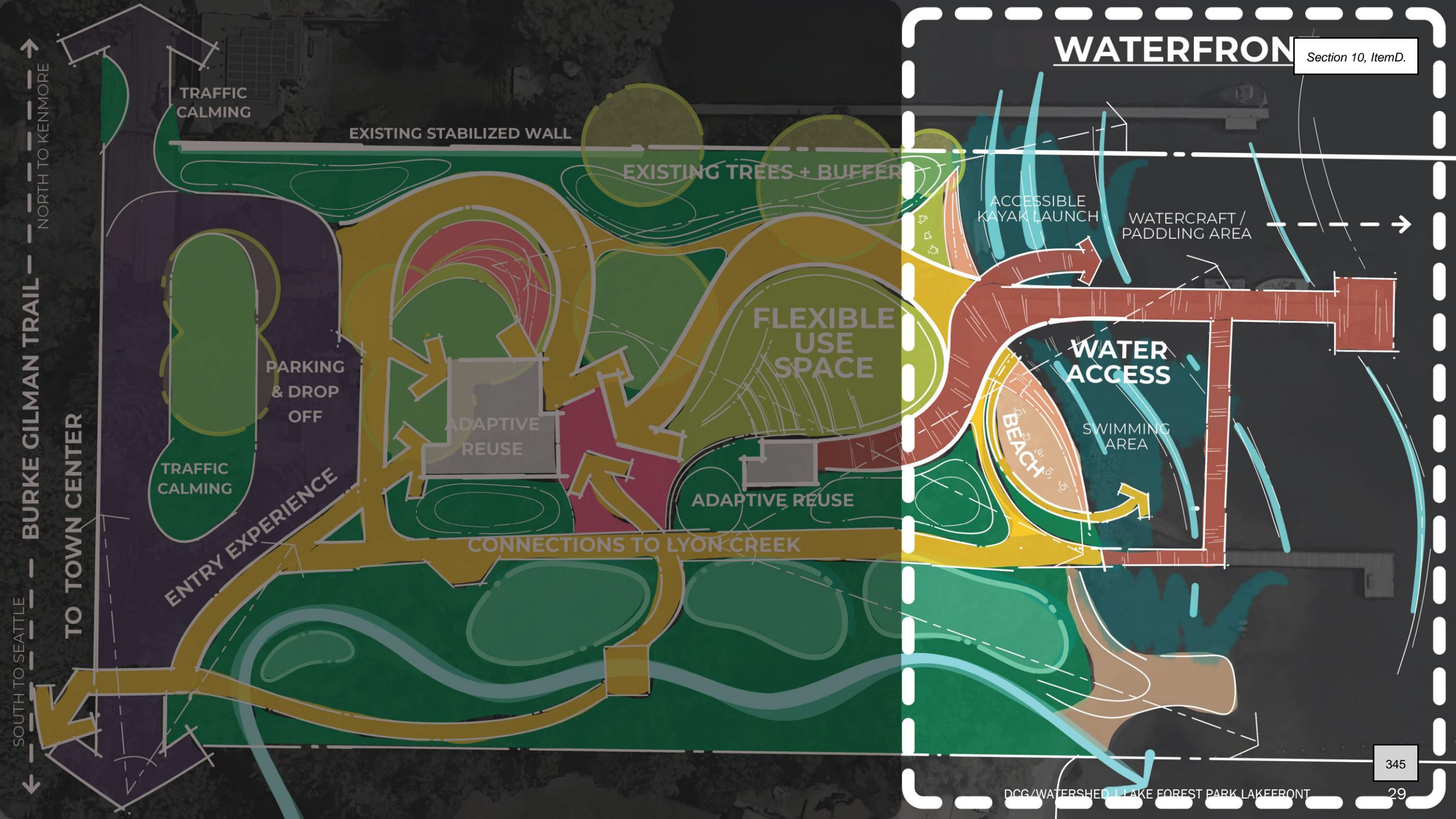


Section 10, Item D.



Construction Photo from March of future Art Gallery





WATERFRONT

Section 10, Item D.

NORTH TO KENMORE

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ADAPTIVE REUSE

CONNECTIONS TO LYON CREEK









Questions and Discussion



Why DCG/Watershed

- Experience
- Expertise
- Efficiency
- Responsiveness
- Commitment
- Creativity and design excellence



City Administrator Report City of Lake Forest Park

Date: June 22, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Jeff Johnson
Leadership Team

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

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

I. Intergovernmental and local issues update.

Police Department

Police officers approached an individual who had established a tent in close proximity to the Starbucks Drive-Thru. The person in question was directed to seek assistance from the Mobile Crisis team, and Starbucks requested that the individual be removed from their property due to trespassing.

Police officers were sent to respond to a disturbance caused by a male individual at Rite Aid. The subject was observed aggressively confronting shoppers and shouting at them. Mall security requested the assistance of the police in issuing a trespass letter. Once the trespass letter was issued, the subject directed his anger towards the officers while leaving the premises, shouting at them.

A customer of ARCO contacted the police department to report an employee who was allegedly yelling at an individual and exhibiting racist behavior. Upon arrival, officers spoke with the employee involved, who explained that he was indeed raising his voice at a transient individual who repeatedly urinates in the business closet instead of using the restroom. The person who made the report expressed dissatisfaction with the employee's behavior, but it appeared to stem from personal bias rather than the employee's actions. The officers advised the employee to notify the police if the subject returns, and they expressed willingness to issue a trespass order if desired.

Police officers were dispatched to a report of a male individual causing a disturbance and yelling outside of a Subway restaurant. Upon investigation, it was determined that this was the same person who had been repeatedly harassing firefighters at nearby fire stations. It was also noted that the individual is known to have mental health issues. However, by the time the police arrived at the scene, the subject had already left the area.

Police officers were sent to respond to a situation involving an individual on the property of the reporting party. The subject was observed lying on a blanket and using a small glass pipe to smoke an unidentified substance. The individual then covered themselves with a blue tarp and seemed to be preparing to sleep. Upon locating the subject, it became evident that they were visibly under the influence of narcotics. The officers instructed the subject to leave the property and return to Seattle, warning them that they would be arrested if they came back to the property.

Police officers were dispatched to respond to an incident involving a male individual who was using narcotics inside his vehicle in front of Mod Pizza. However, the subject had already departed in his vehicle prior to the arrival of the police.

Mall security approached three individuals who had filled three shopping carts with items while inside Ross. Upon being confronted by security and store employees, the subjects chose to leave the area either to purchase the items or to exit the premises.

An officer noticed an individual who was passed out in a bus stop shelter located at 153rd and SR522. The presence of evident drug paraphernalia was observed around the subject. At the individual's request, they were provided with a courtesy ride to Northgate Park and Ride.

Officers were dispatched to a "hound dog" excessively barking. Officers located said hound dog who refused to comply with orders to stop and fled into Kenmore, still barking. Officers later discovered the same "hound dog" running on the shoulder of SR522. Officers successfully took the "hound dog" into custody and returned him to his owner. "Hound dog" was warned for excessive barking during quiet hours (LFPMC).

A caller notified the police about a subject who was screaming and causing destruction in the bus shelter situated at 165th and SR522. However, despite their efforts, the officers were unable to locate the individual in question.

Puget Sound Emergency Radio Network (PSERN)

In 2016, King County, Washington implemented the Puget Sound Emergency Radio Network (PSERN), a voter-approved emergency radio system. Its purpose was to facilitate dispatching and communication among fire, law enforcement, and various agencies.

This week, our Police Department has **finally** acquired the much-anticipated new radios! This valuable resource has been long-awaited and is a crucial addition to our operations. After several years of relying on a limited pool of only 8 radios, each patrol officer now possesses their own assigned radio, like they used to. Additionally, all our patrol vehicles have been equipped with the new radios. This development is met with great enthusiasm!

The switch to the digital system should occur later in the year. We are also in the final steps of getting the BDA (Amplifier) for City Hall so that the radios work inside the building.



Photos and Health/Wellness Training Day



On June 8, the entire staff of the police department, along with their spouses, participated in a Health and Wellness training session. The training focused on the topics of trauma and resiliency. It featured insightful presentations such as "Understanding PTSD/PTSI and How it Affects us all" by Matt Quackenbush, LCSW, and "You Are Never Alone" - a Personal Story of Survival, Courage, and Vulnerability shared by Officer Jared Nesary from Yakima PD (Ret.).

During the training, the police department also organized a photoshoot for staff portraits and a group picture. The event was made possible through the sponsorship of the North Sound Police Foundation, and the Mill Creek PD joined as our partner for the day. It was a meaningful and engaging day of learning and camaraderie.



Mayor Johnson made an appearance and addressed the police department staff, delivering a heartfelt speech filled with words of encouragement and support.

II. Internal City Information

Passport Services

During May, we processed 272 passports with 152 photos for a total revenue of \$12,560. By comparison, in May 2022, there was a revenue of \$13,074. In May 2022, we processed 278 applications but 209 photos which probably accounts for the higher amount.

Month	Passport Revenue	Photo Revenue	Total
May	\$9,520	\$3,040	\$12,560

Records Requests

For May, there were 17 police department record requests made, along with 18 public records requests made. The staff has spent over 45 hours on records requests.

III. Council Information

Update from the Climate Action Committee

The Committee is continuing to work on the Climate Action Plan. One of our members is reviewing the document and trying to bring it into a consistent format. We anticipate hiring a consultant then to review the final product.

Committee members are working on outreach at various summer events.

This summer the committee is planning to collaborate with the cities of Shoreline and Kenmore to provide quick, easy and collaborative climate education. We are testing the strategy of working collaboratively on implementation with other northend cities. A subcommittee has met and developed a preliminary plan. At this point to have three educational events one in Shoreline one in Kenmore and one in Lake Forest Park. Each event will be advertised to all three cities.

The details are still being worked out. Generally, the proposal is to have one event in each city, develop a common advertising format for social media, press releases and posters advertise it to all the cities. The rough plan is in July Shoreline will do a presentation on heat pumps, in August Lake Forest Park will do a presentation on gas stoves and induction cook tops and in September Kenmore is planning a presentation on solar installations.

At each event there will be information about the federal rebates and the city Climate Action Plan with opportunities to join the committee newsletter.

IV. Response to Citizen and Council Comments

V. Contract Reporting

One contract was administratively approved during the reporting period: AG-23-027, Outcomes by Levy, LLC, for Agreement for Governmental Affairs Services / Submittal of a Grant Application to the WA State Department of Commerce, in collaboration with King County, for a significant share of a \$69 million statewide allocation of funds for Electric Vehicle (EV) infrastructure needs.

VI. Legislative Update

VII. Community Events



CITY OF KENMORE AND LAKE FOREST PARK

MINI RECYCLING COLLECTION EVENT

NORTHLAKE LUTHERAN CHURCH
6620 NE 185th Street - Kenmore, WA 98028




Acknowledgments: City of Kenmore and Lake Forest Park, Northlake Lutheran Church, the King County Solid Waste Division, the Hazardous Waste Management Program in King County, the WA State Department of Ecology, PaintCare, the E-Cycle Washington Program.

CITY OF KENMORE AND LAKE FOREST PARK
MINI RECYCLING COLLECTION EVENT
FRIDAY, JUNE 16, 2023 - 9 AM - NOON
No vehicles may enter after noon.
THE CITIES WILL PROVIDE FOR THE COLLECTION OF:

- OIL AND LATEX BASED PAINT: Interior and exterior architectural paints: latex, acrylic, water-based, alkyd, oil-based, and enamel paint. Shellac, lacquers, and varnishes. Primers, sealers, and stains. All products must be in original container, with original label, and in liquid form. Cans do not need to be full. Limit: 100 gallons per vehicle. No spray paint.
- TELEVISION SETS/COMPUTER EQUIPMENT: Televisions, computer CPUs, laptops, monitors, tablets, E-readers, and portable DVD players. *Please note that computer peripherals such as keyboards, mice, printers, and fax machines are not included in this program.*
- CONFIDENTIAL DOCUMENT SHREDDING: Shredding and recycling of confidential paper materials. Limit 4 file-size boxes. No exceptions.





We reserve the right to refuse oversized, commercial, contaminated, excessive or unacceptable loads.






This is a joint event with the City of Kenmore and the City of Lake Forest Park.

The Cities of Lake Forest Park and Kenmore are partnered for a combined Mini Recycling Collection Event, Friday June 16, 2023, at Northlake Lutheran Church.

VIII. Upcoming City Sponsored Events**Concert in the Park - Pfingst Animal Acres Park!**

The City of Lake Forest Park and ShoreLake Arts are partnering for a Concert in the Park on June 28th! Head to Pfingst Animal Acres Park Wednesday, June 28th at 6:30 p.m. to enjoy a performance by Jaeden Luke! Concerts in the parks are free, no tickets needed! Bring seating for the lawn or a blanket for an evening picnic and enjoy the show!

<https://www.shorelakearts.org/concerts-in-the-park>

IX. Meetings Calendar**I. Meetings Calendar****[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)**

June 27, 2023, 7:00 PM @ City Hall and via Zoom

[Tree Board Meeting \(Hybrid\)](#)

July 5, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[Planning Commission Regular Meeting \(hybrid meeting\)](#)

July 11, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[North King County Coalition on Homelessness](#)

July 13, 2023, 1:00 PM - 2:30 PM

[City Council Work Session \(hybrid meeting\)](#)

July 13, 2023, 6:00 PM - 7:00 PM @ City Hall and via Zoom

[City Council Regular Business Meeting \(hybrid meeting\)](#)

July 13, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom