



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, April 13, 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 Work Session (6:00 p.m.) and Regular Meeting (7:00 p.m.).

**Join Zoom Webinar: <https://us06web.zoom.us/j/81208922305>
Call into Webinar: 253-215-8782 | Webinar ID: 812 0892 2305**

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. **PRESENTATIONS**

A. Shoreline Fire Department - update regarding the merger with Northshore Fire.

B. Police Department Annual Report

C. Review of City's Website and New Logo

5. **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.***

6. **CONSENT CALENDAR**

The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Calendar in its normal sequence on the agenda.

A. February 16, 2023 City Council Budget and Finance Committee Minutes

B. March 16, 2023 City Council Budget and Finance Committee Minutes

C. March 20, 2023 City Council Committee of the Whole Meeting Minutes

D. March 23, 2023 City Council Regular Meeting Minutes

E. City Expenditures for the Period Ending April 13, 2023

F. Resolution 23-1890/Authorizing the Mayor to sign the 2023 Interagency Agreement with the Washington Traffic Safety Commission for the King County Distracted Driving Campaign

7. **ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION**

A. Draft Ordinance 23-1263 creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls

- B.** Resolution 23-1893/Pledging the city’s support for the RE+ (Zero Waste) Program with King County
- C.** Ordinance 23-1265/Amending Chapter 2.22, Volunteer Commission System, of the Lake Forest Park Municipal Code to allow alternates on Boards and Commissions

8. ORDINANCES AND RESOLUTIONS FOR ACTION

- A.** Resolution 23-1891 - Authorizing the Mayor to sign services agreement with Ventilation Power Cleaning, Inc. for 2023 Catch Basin Inspection and Data Collection Services

9. COUNCIL DISCUSSION AND ACTION

10. OTHER BUSINESS

11. COUNCIL COMMITTEE REPORTS

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

12. ADJOURN

FUTURE SCHEDULE

- Thursday, April 20, 2023 City Council Budget and Finance Committee Meeting – *canceled*
- Monday, April 24, 2023 City Council Committee of the Whole Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Thursday, April 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.



2022 Annual Report to Council

Lake Forest Park Police Department

Chief of Police - Michael Harden
Lieutenant Diego Zanella, Support Services
Lieutenant Rhonda Lehman, Patrol Operations

Mission & Values

Mission

Our mission is to develop and support a team of professionals who consistently seek and find innovative policing strategies to affirmatively promote, preserve, and deliver those quality services which enhance the security and safety in our community. To support this mission, we will work in strong partnership with the community.

Values

Our department values the sanctity of all life. We strive for the equal, equitable, and compassionate application of law enforcement services for all, and the universal acceptance of all people. We endeavor for the highest level of training and diversity for our police staff and maintain partnerships within our community and local governments to provide urgently needed resources for those in need.





2022 Department Review



- Our Staff
- Patrol Operations – Lt. Lehman
- Support Services – Lt. Zanella
- RADAR
- Community Outreach
- Future

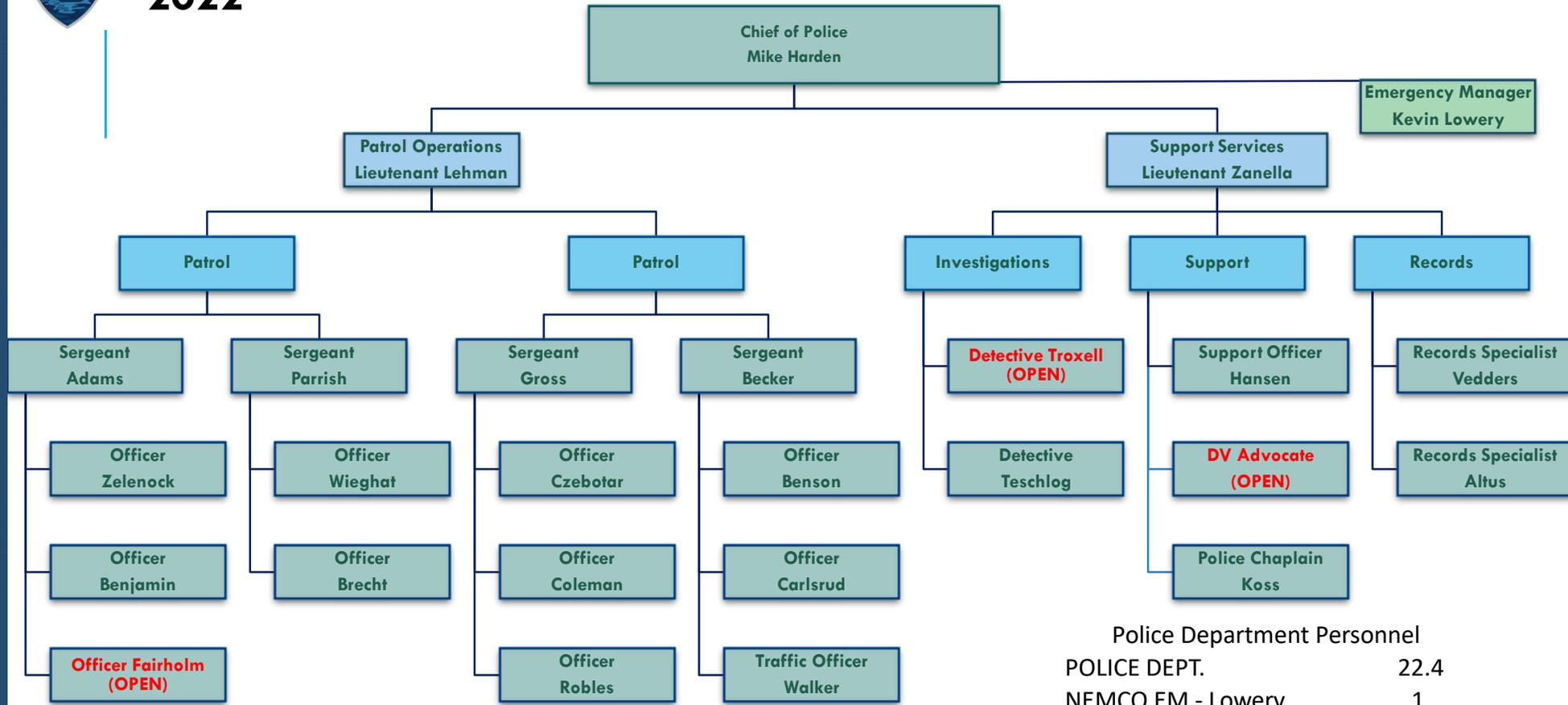
Continually Building Trust Within the Community with excellence in Customer Service



2022 - PD Organizational Chart



2022



Police Department Personnel

POLICE DEPT.	22.4
NEMCO EM - Lowery	1
TOTAL FTE's	24.4



Retirements and Separations



*Records Specialist
Lee Freeman*



*DV Advocate
Jenny Grogan*



*Officer Maegan
Fairholm*



*Officer / Detective
Amy Troxell*

New Hires



*Records Specialist
Kelsey Altus*



*Officer Scott
Benjamin*



*Chaplain
Andy Koss*



*NEMCo
Emergency Manager
Kevin Lowery*



Safety in Lake Forest Park



- Over the past several years, it has been the vision of the Police Department “To ensure the City of Lake Forest Park is one of the safest cities in the Puget Sound Region achieved through the delivery of quality law enforcement services.” In 2022, we accomplished this through the hard work of our employees combined with the active engagement of the community of Lake Forest Park.

- In 2022, Lake Forest Park received recognition, ranking 2nd “Safest Places” in the State of Washington.

<https://www.elitepersonalfinance.com/safest-places-washington/>

- Lake Forest Park was also ranked 4th in the Safe Wise, “Safest Cities” released in March 2023.

<https://www.safewise.com/blog/safest-cities-washington/>





Lieutenant Rhonda Lehman

Patrol Operations Division Commander



A few key bills from 2021:

- **HB 1054** **Tactics**
- **HB 1310** **Use of Force**
- **SB 5051** **Decertification**
- **SB 5066** **Duty to Intervene**
- **HB 1267** **Office of Independent Investigation**
- **HB 1089** **Audits of Investigations**
- **HB 1320** **Protection Orders**
- **SB 5055** **Grievance Arbitration Panels**
- **SB 5259** **Law Enforcement Data Collection**
- **SB 5476** **State v Blake**



Police Law Updates

- **In 2022, several laws underwent updates to address consequences resulting from their 2021 versions, particularly those concerning the use of force.**
- **Law enforcement officers received initial and subsequent training on these laws.**
- *The enactment of these laws resulted in over 60 incidents where drivers refused to comply with officers' attempts to stop them for a variety of violations or reasonable suspicion of involvement in criminal activity. Consequently, the city has experienced an uptick in vehicle damage and pursuits as suspects often resort to ramming patrol vehicles to escape.*
- **As of 2023, these laws are still being reviewed to strike a balance between reform, law enforcement, and community safety.**





Patrol Story

- On February 8th, 2022, at approximately 11pm, Officers Carlsrud and Benson responded to an unknown situation with reported gunshots and screaming.
- Victim called to report being shot by a neighbor or “squatter”
- Immediate medical care with one officer providing cover and attempting to control the scene.
- Hostile and uncooperative witnesses.
- Medical responders later contacted the police department stating Officer Carlsrud's actions likely assisted in the victim's survival.



Life Saving Award



Police Response 2022

Over 9,600
Incidents Involving
Police Response

**5-year average
10,469**



Police Activity

Overview	2018	2019	2020	2021	2022	+/-	vs. Last Year
Incidents	11977	12240	9436	9082	9608	6%	↑
Case Reports	817	762	865	613	809	32%	↑
Arrests	255	231	216	146	230	58%	↑
Traffic Stops	3014	3731	2147	1837	2477	35%	↑
Traffic Infractions	1322	1935	1152	767	976	27%	↑
Criminal Traffic	133	178	127	152	173	14%	↑
Drug Arrests	80	58	47	14	12	-14%	↓
Domestic Incidents	48	52	33	62	46	-26%	↓
DUI Arrests	27	34	22	22	28	27%	↑
Fraud/Forgery/ID	50	51	184	30	35	17%	↑
Graffiti	12	17	20	16	25	56%	↑
Malicious Mischief	76	76	79	78	99	27%	↑
Vehicle Prowls	61	49	60	26	36	38%	↑



Property Crimes

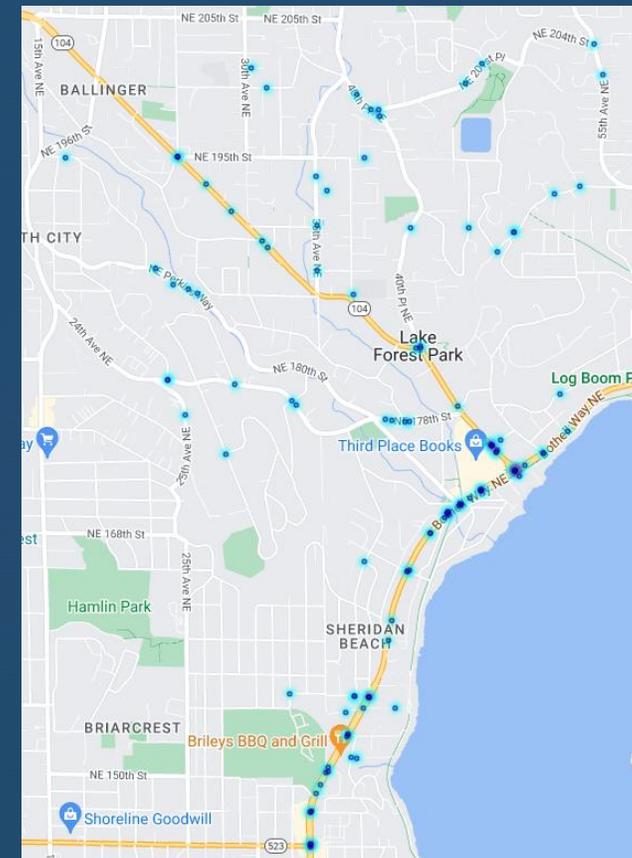
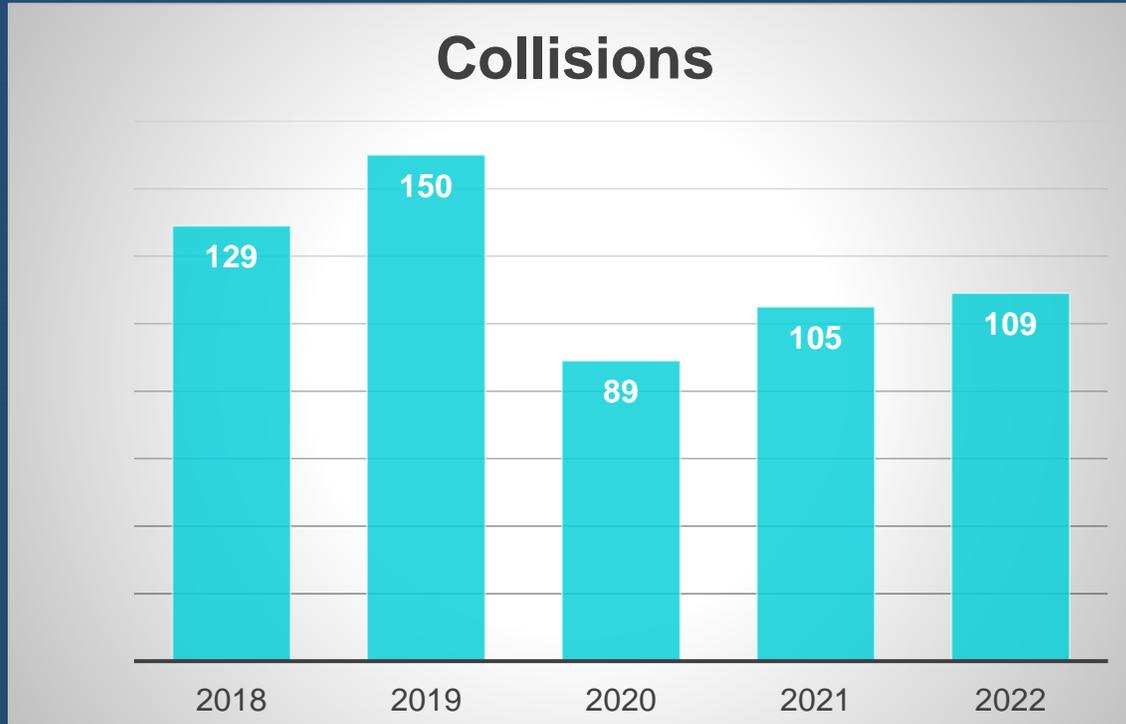
Property Crimes	2018	2019	2020	2021	2022	+/-	vs. Last Year
Burglary – 1 st & 2 nd Degree	15	20	24	18	17	-6%	↓
Burglary – Residential	24	17	16	11	15	36%	↑
Burglary (Total)	39	37	40	29	32	10%	↑
Forgery and Fraud	19	19	13	14	12	-14%	↓
ID Theft	31	32	171	16	23	44%	↑
Malicious Mischief	76	76	79	78	99	27%	↑
MV Theft	14	14	16	23	24	4%	↑
Possession of Stolen Property	25	22	26	13	27	108%	↑
Theft	215	174	197	137	243	77%	↑
Vehicle Prowl	61	49	60	26	36	38%	↑



Traffic Collisions

5 Year average of collisions

116



Red-Light & School Zone Cameras



SR522 /SR104	2020	2021	2022
COLLISIONS	9	19	10
CITATIONS	2,453	3,053	3,274

SR522 / NE 165 TH ST	2020	2021	2022
COLLISIONS	7	4	2
CITATIONS	1,738	2,507	3,018

SR522 / NE 170 TH ST	2020	2021	2022
COLLISIONS	8	6	7
CITATIONS	1,668	1,988	2,423

LFP ELEMENTARY	2020	2021	2022
COLLISIONS	0	1	2
CITATIONS	1,213	9,621	5,442

BROOKSIDE ELEMENTARY	2020	2021	2022
COLLISIONS	1	1	0
CITATIONS	1,590	13,394	7,543





Lieutenant
Diego Zanella
Support Services Division Commander



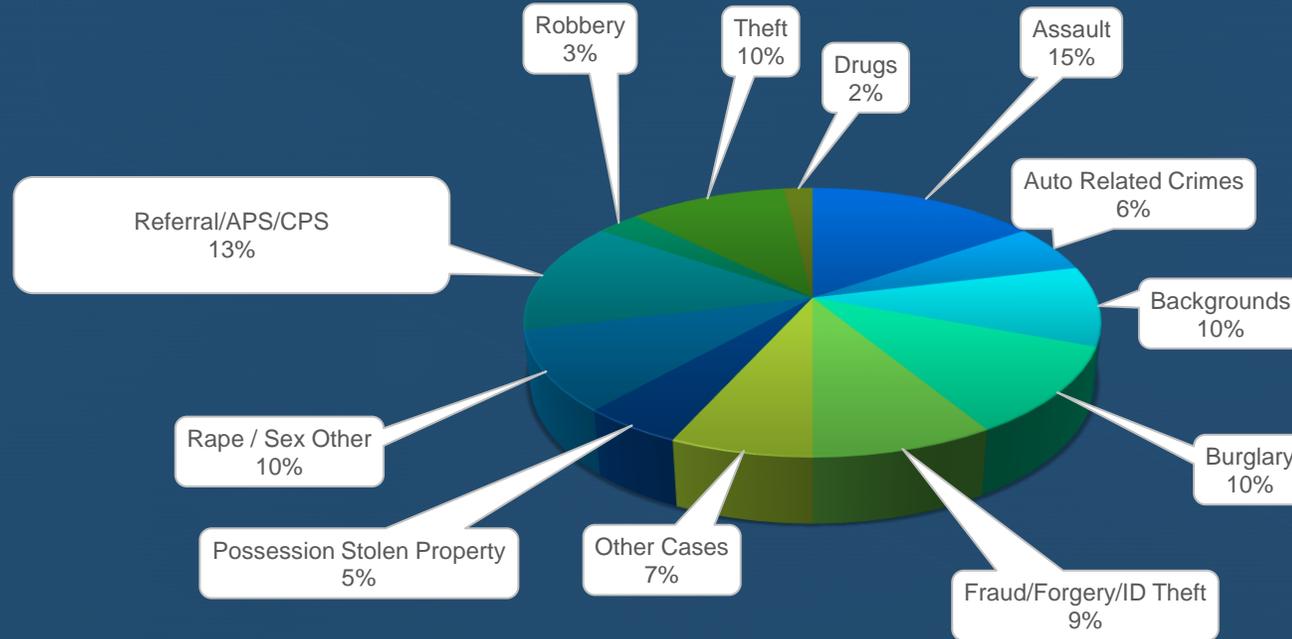
Investigations (Incoming Cases)

Assigned Investigations	2018	2019	2020	2021	2022	vs. Last Year
Assault	6	6	8	5	16	↑
Auto Related Crimes	5	4	2	5	6	↑
Backgrounds	6	7	2	8	10	↑
Burglary	13	16	19	8	11	↑
Fraud/Forgery/ID Theft	13	12	13	5	9	↑
Other Cases	26	24	25	10	7	↓
PSP	5	8	5	5	5	-
Rape / Sex Other	7	3	10	9	10	↑
Referral/APS/CPS	26	32	15	19	14	↓
Robbery	7	0	2	1	3	↑
Theft	19	17	7	8	11	↑
VUCSA (Drugs)	23	20	16	5	2	↓
Total	156	149	124	88	104	↑



Cases Assigned in 2022

2022 - Cases Assigned to Detectives

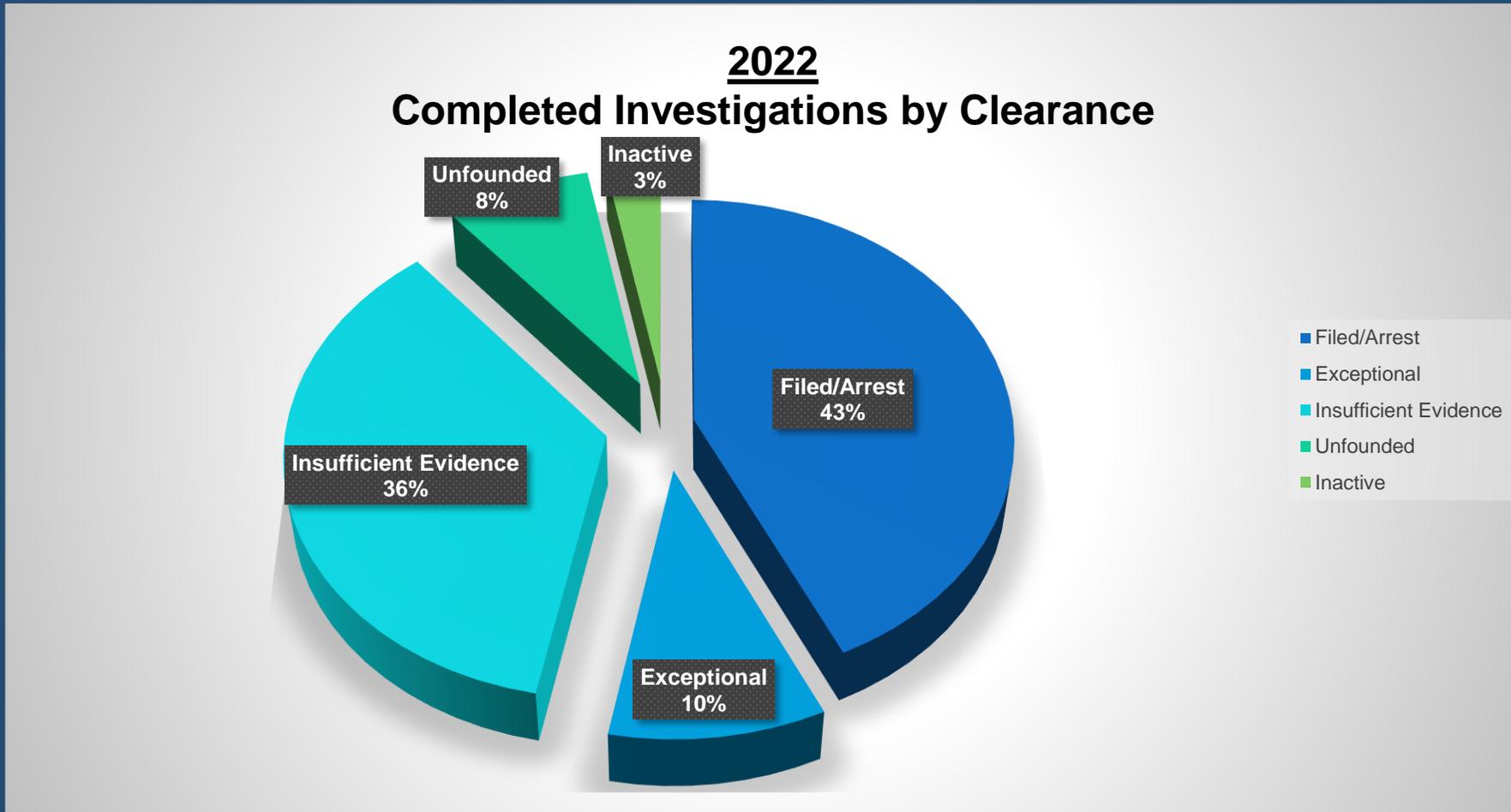


Investigations (Completed)

Completed Investigations	2018	2019	2020	2021	2022	vs. Last Year
Assault	6	6	5	4	13	↑
Auto Related Crimes	8	3	1	0	9	↑
Backgrounds	5	7	2	6	10	↑
Burglary	12	14	18	12	10	↓
Fraud/Forgery/ID Theft	10	16	15	4	12	↑
Other Cases	23	23	23	10	10	--
PSP	6	2	8	3	3	--
Rape / Sex Other	5	5	6	7	12	↑
Referral/APS/CPS	24	31	20	18	16	↓
Robbery	4	3	1	2	3	↑
Theft	18	21	10	7	10	↑
VUCSA (Drugs)	20	23	16	9	2	↓
Total	141	154	125	82	110	↑



Completed Investigations in 2022



Investigations Story

- July 2022, approx. 5:00 AM, Bothell Dispatch advises of a “drive-by shooting” occurred just outside an apartment complex on Bothell Way NE in Lake Forest Park
- Multiple shots have been fired and somebody is bleeding
- LFPPD and Bothell PD Officers respond
- Sgt. Parrish applies a tourniquet on the victim’s leg and the other officers secure the scene



Investigations Story

Section 4, ItemB.

- Victim states that he knocked on the door of the witness and asked for help
- Witness states she did not allow the victim to enter her apartment but gave him a towel to stop the bleeding
- Witness and victim don't know each other
- Witness clearly intoxicated
- Witness and her mother are hostile and argumentative with the officers on scene



Investigations Story



- Video surveillance showed that there was no drive-by shooting
- A few apartment complex residents indicated that they heard one single shot coming from the witness' apartment
- Search warrant obtained
- Blood found inside the apartment
- Bullet hole found on a wall of the apartment
- Spent shell casing found in a trash can inside the apartment
- Witness (now person of interest) admitted to know the victim but didn't want to provide any additional statement



North Sound RADAR

RADAR (Response Awareness, De-escalation And Referral) is a collaboration between the Police Departments in Shoreline, Lake Forest Park, Kenmore, Bothell and Kirkland to address the rights and needs of individuals with behavioral health issues and/or developmental disabilities (BH/DD). During 2022 RADAR Navigators served a total of **568 Individuals** during a total of **1,548 Encounters**.

During 2022, Mental Health Professional Navigators met **with 22 individuals in Lake Forest Park, some multiple times, during a total of 88 encounters**. The average length of an encounter was 31 minutes, which represents quick check-ins as well as hours-long encounters where the Navigator stays with a person until they are de-escalated, able to accept help, and linked to the next step in the community of care. Of the individuals served by the RADAR Navigator Program in Lake Forest Park during 2022 for whom data was available, 25% were veterans, and 9% identified as having a behavioral health disability. 93% of individuals identified as White, and 7% identified as Black, Indigenous, or People of Color (BIPOC).



Our Community



- Shop with a Cop
- Summer Safety Day
- Polar Plunge
- National Night Out
- Torch Run for Special Olympics
- Department Visitors
- Blood Donations



North Sound Police Foundation

The **North Sound Police Foundation** is a non-profit organization that supports law enforcement agencies in Lake Forest Park and Mill Creek. The foundation's mission is to enhance public safety and build community partnerships by providing resources and support to law enforcement agencies.

NSPF have provided over **\$34,000** in funds:

- Eyes/Ears for Training
 - Storage Trailer
 - Pepperball Equipment
- Health and Wellness Training Day
 - Gym Outfitting

Future

- Health and Wellness Resources
- Radio/Communication Equipment
 - UAV Equipment
 - Gym Equipment



Community Support for Those Who Serve.

www.northsoundpolicefoundation.org

K9 Police Units
Volunteer Citizen Patrols
Memorial Funds
Public Safety Equipment



Future

- **Staffing**
 - Continued support for retention
 - Finding the best people that can serve our community
- **Focus on Health and Wellness**
 - Training
 - Equipment
 - Ease of Access to Wellness Resources
 - Culture
- **Technology**
 - Radios (PSERN?)
 - Software for efficiency
 - eBikes, UAV's, 3D Training, Red Dot, Electric Patrol Vehicles
- **Hero Day or Other Creative Community Events**
 - Safety Day, Shop w/Cop, NNO
- **Citizen's Academy**



**To the community, to council, to all the city staff,
thank you for your support!**

Questions and Comments?

Chief of Police - Michael Harden
Lieutenant Rhonda Lehman, Patrol Operations
Lieutenant Diego Zanella, Support Services



CITY OF LAKE FOREST PARK



INCORPORATED 1961

City of Lake Forest Park

New Website and New Logo

Matt McLean, City Clerk

Website Team

JoAnne Trudel, Deputy City Clerk

Aaron Emmons, IT Manager

Kelsey Altus, PD Records Specialist

CITY OF LAKE FOREST PARK



INCORPORATED 1961

New Website

CITY OF LAKE FOREST PARK



INCORPORATED 1961



LAKE FOREST PARK WASHINGTON

Departments

City Hall

Community

How Do I...

I'm looking for...



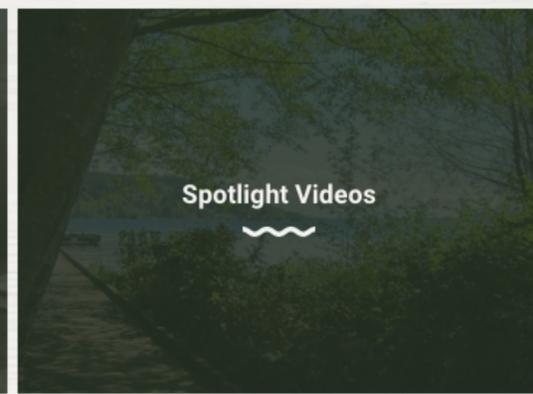
- City Council
- Agendas & Minutes
- Municipal Court
- Police Department
- Municipal Code
- Passports



Newsletters



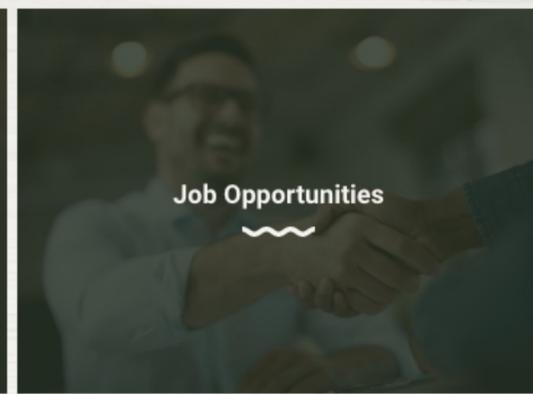
Council Legislation



Spotlight Videos



Emergency Preparedness



Job Opportunities

New Logo

- Idea was to make it a little bit more modern
- Try and incorporate all aspects of city name
- Circle Shape



New Logo



Logo within the new site.

-  City Council
-  Agendas & Minutes
-  Municipal Court
-  Police Department
-  Municipal Code
-  Passports



LAKE FOREST PARK
WASHINGTON

CONTACT US

17425 Ballinger Way NE
Lake Forest Park, WA 98155
Phone: 206-368-5440

[More contact info >](#)

QUICK LINKS

- Speeding Ticket
- Agendas & Minutes
- LFP Government TV
- City Budgets
- Strategic Plan
- Staff Directory
- Bids/Requests for Proposals
- FAQs

SOCIAL MEDIA

-  Facebook
-  Twitter
-  YouTube
-  Instagram
-  Nextdoor
-  Notify Me®

Next Steps

- Turn in the approval sign-off on April 21
- The new logo will start to be used electronically
- Order new cards and other items after the election





City of Lake Forest Park

**CITY OF LAKE FOREST PARK
CITY COUNCIL BUDGET AND FINANCE COMMITTEE MEETING MINUTES
February 16, 2023**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

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

Budget & Finance Committee members present: Tom French, Deputy Mayor; Councilmembers Jon Lebo, and Semra Riddle (arrived at 6:05 pm)

Councilmembers present: Tracy Furutani, Larry Goldman, and Phillippa Kassover

Councilmembers absent: Lorri Bodi

Staff present: Phil Hill, City Administrator; Jeff Perigo, Public Works Director, Lindsey Vaughn, Finance Director; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Deputy Mayor French called the February 16, 2023, City Council Budget and Finance Committee meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

Director’s Report:

Review Year End 2022 Budget Monitoring Dashboard

Director Vaughn reviewed the Budget Monitoring Dashboard, and responded to questions from the Committee and Councilmembers.

Old Business:

1 **Investment Strategy**

2
3 Director Vaughn gave a short presentation regarding the investment strategy for the city and
4 the potential revenues that can be made from the investments and responded to questions
5 from the Committee and Councilmembers.

6
7 The consensus of the Committee was that they would like to see more information regarding
8 the cash flows of the accounts of the city finances.

9
10 **ADJOURNMENT**

11
12 There being no further business, Deputy Mayor French adjourned the meeting at 7:25 p.m.

13
14
15 _____
16 Tom French, Deputy Mayor

17
18
19 _____
20 Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL BUDGET AND FINANCE COMMITTEE MEETING MINUTES
March 16, 2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

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

Budget & Finance Committee members present: Tom French, Deputy Mayor; Councilmembers Jon Lebo (via Zoom, arrived 6:05 p.m.), and Semra Riddle

Councilmembers present: Tracy Furutani, Larry Goldman, Phillipa Kassover, Lorri Bodi (via Zoom)

Councilmembers absent: None

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Jeff Perrigo, Public Works Director, JoAnne Trudel, Deputy City Clerk

Others present: 2 visitors

CALL TO ORDER

Deputy Mayor French called the March 16, 2023, City Council Budget and Finance Committee meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Cmbr. Riddle moved to approve the agenda as presented. **Deputy Mayor French seconded. The motion to adopt the agenda as presented carried, with Cmbr. Lebo absent.**

Cmbr. Riddle moved to amend the agenda to move Item 5, the Health and Wellness Grant item, to follow adoption of the agenda. **Deputy Mayor French seconded. The motion to amend the agenda as noted carried, with Cmbr. Lebo absent.**

Cmbr. Lebo joined the meeting via Zoom at approximately 6:05 p.m.

NEW BUSINESS

Health and Wellness Grant: Police Department

Police Chief Harden gave a PowerPoint presentation about a Health and Wellness Grant for the Police Department and responded to questions from the Committee and Councilmembers.

1 **DIRECTOR’S REPORT**

2
3 **Review January 2023 and February 2023 Budget Monitoring Dashboard**

4
5 Director Vaughn reviewed the Budget Monitoring Dashboard for February, noting the January
6 dashboard rolled into the February dashboard, and responded to questions from the
7 Committee and Councilmembers.

8
9 **OLD BUSINESS**

10
11 **Investment Strategy**

12
13 Peter Becker, Time Value Investments (TVI), gave a presentation to the Committee regarding
14 the types of authorized investments and some of the differences between government agency
15 bonds and the Local Government Investment Pool (LGIP) as investments for public funds.

16
17 Director Vaughn then gave a presentation regarding the investment strategy for the city and
18 the potential revenues that can be made from the investments and responded to questions
19 from the Committee and Councilmembers.

20
21 The consensus of the committee members was that they were ready to move forward with the
22 investment strategy as described in the city’s 2020 investment policy and discussed this
23 evening.

24
25 **Cmbr. Riddle moved** to authorize the Designated Investment Officer (Finance Director)
26 and Alternate Investment Officer (City Administrator) to invest up to \$10.3 million in a
27 series of laddered government agency bonds for terms no longer than five years as
28 authorized in the City’s adopted investment policy. **Cmbr. Lebo seconded. The motion**
29 **to authorize the investment by the Designated Investment Officer and Alternate**
30 **Investment Officer carried unanimously.**

31
32 **CITIZEN COMMENTS**

- 33
34 • Julian Andersen, LFP resident (performance measures and goals)

35
36 **ADJOURNMENT**

37
38 There being no further business, Deputy Mayor French adjourned the meeting at 7:35 p.m.

39
40
41 _____
42 Tom French, Deputy Mayor

43
44
45 _____
46 JoAnne Trudel, Deputy City Clerk

**CITY OF LAKE FOREST PARK
COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES
March 20, 2023
6:00 PM**

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Council Vice-Chair; Tracy Furutani, Larry Goldman, John Lebo, Semra Riddle

Councilmembers absent: Lorri Bodi

Staff present: Jeff Johnson, Mayor; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Deputy Mayor French called the March 20, 2023 Committee of the Whole meeting to order at 6:00 p.m.

Citizen Comments – The following comments were received from the public:

- Julian Andersen requested that copies of documents provided to the Council at meetings be made available to the public to review.

Governance Manual Revisions

The Council reviewed proposed changes to the Governance Manual and suggested possible further changes to the Governance Manual. The Council will continue to review changes to the Governance Manual at a future Committee of the Whole meeting.

Adjournment

There being no further business, the meeting adjourned at 7:46 p.m.

Tom French, Deputy Mayor

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
March 23, 2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

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; Mike Harden, Police Chief; Jeff Perrigo, Public Works Director (via Zoom); Steve Bennett, Planning Director; Andy Silvia, Senior Project Manager (via Zoom); Matt McLean, City Clerk

Others present: 5 visitors

CALL TO ORDER

Mayor Johnson called the March 23, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor Johnson led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

PROCLAMATION – Sexual Assault Awareness Month – April 2023

Mayor Johnson read a proclamation for Sexual Assault Awareness Month.

FINAL CONFIRMATION – Planning Commission

Councilmembers interviewed applicant Sam Castic.

Cmbr. Bodi moved to confirm the Mayor’s appointment of Sam Castic to Position 6 on the Planning Commission for a full three-year term expiring February 28, 2026. **Cmbr. Kassover seconded. The motion to confirm the appointment of Sam Castic to the Planning Commission carried unanimously.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

PRESENTATION – Tree Board 2022 Annual Report and 2023 Workplan

Tree Board Chair Richard Olmstead presented the 2022 Annual Report and the 2023 Workplan and responded to questions.

CITIZEN COMMENTS

Mayor Johnson invited comments from the audience.

The following member of the audience shared comments with the Council:

- Heather Skogerson, owner of coffee stand near the Local 104 (options for brick-and-mortar location)

CONSENT CALENDAR

Cmbr. Riddle moved to approve the consent calendar as presented. **Cmbr. Furutani seconded. The motion to approve the consent calendar as presented carried unanimously.**

1. March 9, 2023 City Council Work Session Meeting Minutes
2. March 9, 2023 City Council Regular Meeting Minutes
3. Approval of City Expenditures for the Period Ending March 23, 2023, covering Claims Fund Check Nos. 84693 through 84744 in the amount of \$220,430.48; Payroll Fund ACH transactions in the amount of \$308,132.75 and direct deposit transactions in the amount of \$330,254.74; additional ACH transactions are Elavon, \$543.74; Invoice Cloud, \$1,742.25; Lexis Nexis, \$132.48; US Bank, \$78,690.77; Washington State Excise Tax, \$7,398.94; and Wex Bank, \$64.12; total approved Claims Fund transactions, \$617,135.53
4. Resolution 23-1887/Authorizing the Mayor to Sign an Interagency Grant Agreement with the Washington State Department of Commerce for Assistance with Comprehensive Planning Work

ORDINANCE 23-1265/Amending the Municipal Code to Allow Alternates on Boards and Commissions and Related Draft Resolutions

City Clerk McLean presented the item and responded to questions.

It was noted that the item would be brought forward to a future meeting.

1 **ORDINANCE 23-1266/Amending Chapter 16.16.250 of the Lake Forest Park Municipal Code,**
2 **Reasonable Use Exception to Allow for Reasonable Economic Use**

3
4 Planning Director Bennett presented the item and responded to questions. Discussion followed.

5
6 It was noted the item would be brought forward to a future meeting.

7
8 There was consensus of the Council to switch the order of the next two items so that
9 Resolution 23-1885 was considered first.

10
11 **RESOLUTION 23-1885/Authorizing the Mayor to Sign Water Quality Combined Financial**
12 **Assistance Agreement with the Washington Department of Ecology for the Stormwater**
13 **Management Plan**

14
15 Senior Project Manager Silvia presented the item and responded to questions.

16
17 **Cmbr. Kassover moved** to approve Resolution 23-1885/Authorizing the Mayor to Sign
18 Water Quality Combined Financial Assistance Agreement with the Washington
19 Department of Ecology for the Stormwater Management Plan. **Cmbr. Riddle seconded.**

20
21 Cmbr. Lebo called a point of order regarding the three-touch rule.

22
23 **Cmbr. Riddle moved** to waive the three-touch rule for Resolution 23-1885. **Cmbr.**
24 **Kassover seconded. The motion to waive the three-touch rule for**
25 **Resolution 23-1885 carried unanimously.**

26
27 **The motion to approve Resolution 23-1885 carried unanimously.**

28
29 **RESOLUTIONS 23-1888 and 23-1889 – Authorizing the Mayor to Execute the State Allocation**
30 **Agreement and Distributors Washington Settlement Participation Forms Related to the**
31 **Nationwide Opioid Litigation**

32
33 City Attorney Pratt presented the item and responded to questions.

34
35 **Cmbr. Kassover moved** to waive the three-touch rule for Resolutions 23-1888 and 23-
36 1889. **Deputy Mayor French seconded.**

37
38 Cmbr. Lebo called a point of order on the need for suspension of the three-touch rule,
39 as this is the third touch.

40
41 **Cmbr. Kassover moved** to approve Resolution 23-1888/Authorizing the Mayor to
42 Execute the Allocation Agreement Related to the Allocation and Use of Opioid Litigation
43 Settlement Proceeds between the State and Eligible Cities and Towns and

1 Resolution 23-1889/Authorizing the Mayor to Execute the Distributors Washington
2 Settlement Participation Forms Related to the Nationwide Opioid Epidemic. **Cmbr. Bodi**
3 **seconded. The motion to approve Resolutions 23-1888 and 23-1889 carried**
4 **unanimously.**
5

6 **COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**
7

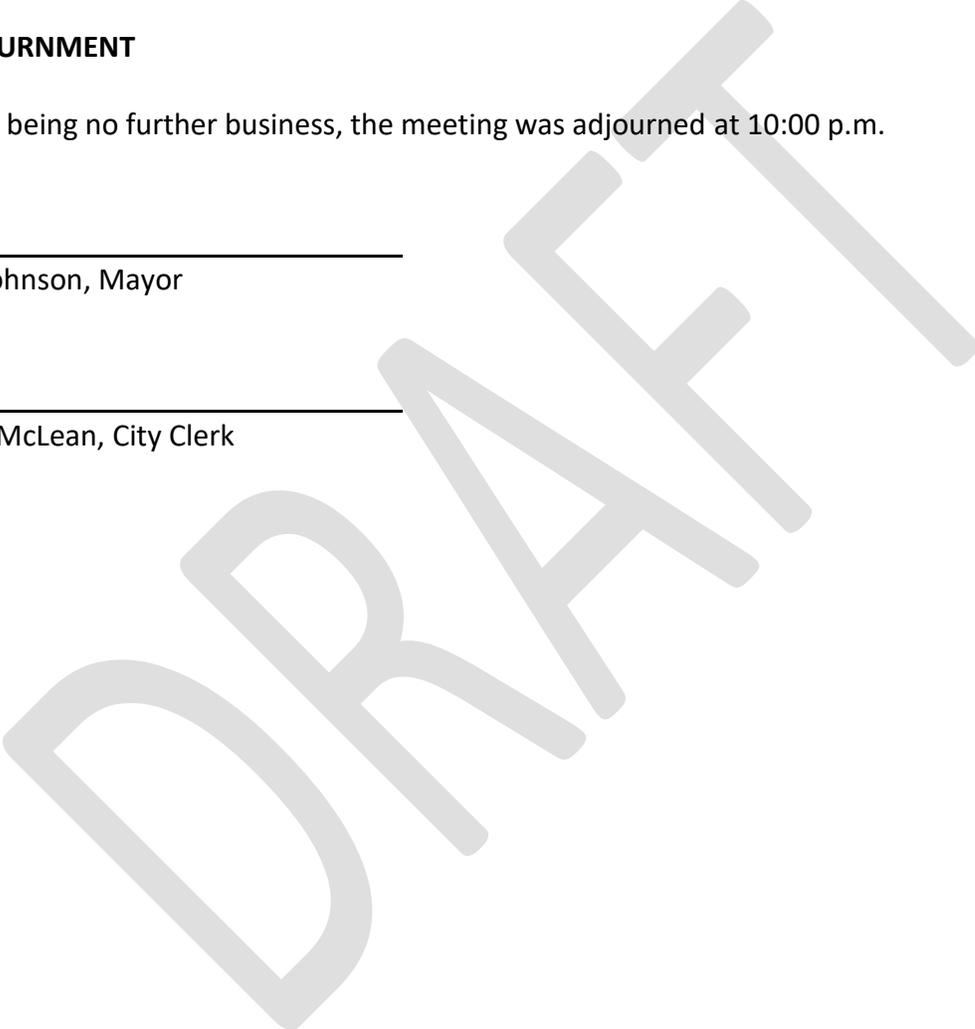
8 Councilmembers reported on meetings they attended. Mayor Johnson gave a brief update.
9

10 **ADJOURNMENT**
11

12 There being no further business, the meeting was adjourned at 10:00 p.m.
13
14

15 _____
16 Jeff Johnson, Mayor
17
18

19 _____
20 Matt McLean, City Clerk



City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
4/13/2023

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. 84745 through 84799 in the amount of \$445,947.55, PAYROLL FUND ACH transactions in the amount of \$147,309.32 and DIRECT DEPOSIT transactions in the amount of \$169,231.31 are approved for payment this 13rd day of April, 2023.

Additional approved transactions are:

ACH transaction Center for Human Services in the amount of \$248.00

ACH transaction US Bank in the amount of \$66,715.60

ACH transaction Washington State Excise Tax in the amount of \$9,331.45

Total approved claim fund transactions: \$669,551.92

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

Section 6, Item E.



User: dmeagher
 Printed: 04/05/2023 - 1:18PM
 Batch: 00013.04.2023

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	103,113.90
101	Street Fund	2,238.96
107	ARPA Fiscal Recovery Fund	67,205.60
302	Transportation Capital Fund	1,579.77
401	Sewer Utility Fund	225,349.60
403	Surface Water Fund	6,735.60
404	Surface Water Capital Fund	1,575.00
407	PWTF Repayment Fund	207.07
502	PW Contract Fund	55.05
631	Treasurer's Clearing Fund	460.20
632	Police Coalition Fund	588.93
Report Total:		409,109.68

Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 03/21/2023 - 12:06PM
Batch: 00021.03.2023



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	46,417.32
Report Total:		46,417.32

Bank Reconciliation



Checks by Date

User: dmeagher
 Printed: 04/06/2023 - 11:44AM
 Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	4/13/2023	Center for Human Services		AP		248.00
0	4/13/2023	State of Washington		AP		9,331.45
84746	4/13/2023	AARD Pest Control, Inc		AP		109.00
84747	4/13/2023	All Battery Sales & Service Inc.		AP		200.32
84748	4/13/2023	Applied Ecology, LLC		AP		8,412.83
84749	4/13/2023	Bio Clean, Inc.		AP		467.93
84750	4/13/2023	City Of Black Diamond		AP		588.93
84751	4/13/2023	City of Bothell		AP		44,839.90
84752	4/13/2023	Brown Bear Car Wash		AP		12.00
84753	4/13/2023	Cadman Materials, Inc.		AP		192.04
84754	4/13/2023	Century Link		AP		109.25
84755	4/13/2023	Nicole G Chae-Lee		AP		140.00
84756	4/13/2023	CM Heating		AP		158.40
84757	4/13/2023	James Santerelli Enterprises		AP		80.00
84758	4/13/2023	Daily Journal of Commerce		AP		140.25
84759	4/13/2023	DataQuest, LLC		AP		137.00
84760	4/13/2023	EJ USA Inc.		AP		5,145.74
84761	4/13/2023	Galls, LLC		AP		19.28
84762	4/13/2023	Gordon Thomas Honeywell Gov't. Affa		AP		3,150.00
84763	4/13/2023	Jessica Halterman		AP		61.98
84764	4/13/2023	Cassandra Howard		AP		102.70
84765	4/13/2023	Kaiser Foundation Health Plan of Wash		AP		375.00
84766	4/13/2023	KCDA Purchasing Co-op.		AP		54.65
84767	4/13/2023	King County Finance		AP		1,541.40
84768	4/13/2023	King County Pet License		AP		75.00
84769	4/13/2023	King County Finance		AP		4,853.80
84770	4/13/2023	King County Finance		AP		1,354.36
84771	4/13/2023	King County Finance & Business		AP		216,986.04
84772	4/13/2023	KDH Consulting, Inc		AP		55.05
84773	4/13/2023	City of Lake Forest Park		AP		495.00
84774	4/13/2023	Lake Forest Park Water Dist		AP		2,170.66
84775	4/13/2023	35 and 104, LLC		AP		67,205.60
84776	4/13/2023	Matthew McLean		AP		229.19
84777	4/13/2023	Milne Electric Inc		AP		695.38
84778	4/13/2023	Moon Security Service Inc.		AP		1,289.64
84779	4/13/2023	Navia Benefit Solutions		AP		230.00
84780	4/13/2023	Northshore School District		AP		48.05
84781	4/13/2023	Northshore Utility District		AP		157.71
84782	4/13/2023	Office Depot, Inc.		AP		25.81
84783	4/13/2023	Pacific Office Automation		AP		714.50
84784	4/13/2023	Puget Sound Energy		AP		372.14
84785	4/13/2023	Puget Sound Executive Services, Inc.		AP		1,264.00
84786	4/13/2023	Red Carpet Building Maint. Inc.		AP		3,506.15
84787	4/13/2023	Secretary of State		AP		83.68
84788	4/13/2023	Seattle Sign Studio		AP		581.76
84789	4/13/2023	Stewart MacNichols Harmell, Inc., P.S.		AP		7,500.00

Check No	Check Date	Name	Comment	Module	Clear Date	Section 6, ItemE.
84790	4/13/2023	Snohomish Co Sheriff's Office		AP		21,180.86
84791	4/13/2023	South Sound Polygraph LLC		AP		500.00
84792	4/13/2023	Katherine and Timothy McBride		AP		164.71
84793	4/13/2023	Stanislaus and Annabel Kuppens		AP		164.50
84794	4/13/2023	Bill Colburn		AP		274.57
84795	4/13/2023	Mary Healy		AP		2.91
84796	4/13/2023	Sarah Blumenthal		AP		175.52
84797	4/13/2023	The FA Bartlett Tree Expert Company		AP		447.77
84798	4/13/2023	Westlake Hardware WA-153		AP		267.27
84799	4/13/2023	Eduardo Zaldibar		AP		420.00

Total Check Count: 56

Total Check Amount: 409,109.68

Bank Reconciliation

Checks by Date

User: dneagher
Printed: 03/21/2023 - 12:18PM
Cleared and Not Cleared Checks



Section 6, Item E.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
84745	3/21/2023	Regional Crisis Response Agency		AP		46,417.32
Total Check Count:						1
Total Check Amount:						46,417.32

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 3/31/2023 2:42 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	03/23/2023	31,181.66
ACH	NAVIA	Navia Benefit Solutions, Inc.	03/23/2023	1,780.46
ACH	NAVIAFSA	Navia - FSA	03/23/2023	326.27
ACH	TEAMDR	National D.R.I.V.E.	03/23/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	03/23/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	03/23/2023	180.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	03/23/2023	6,748.68
ACH	ZAWC	AWC	03/23/2023	1,563.28
ACH	ZEMPSEC	Employment Security Dept.	03/23/2023	483.40
ACH	ZGUILD	LFP Employee Guild	03/23/2023	612.50
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	03/23/2023	30,654.64
ACH	ZL&I	Washington State Department of Labor & I	03/23/2023	5,283.38
ACH	ZLEOFF	Law Enforcement Retirement	03/23/2023	11,848.26
ACH	ZLFPIRS	Lake Forest Park/IRS	03/23/2023	30,704.64
ACH	ZPERS	Public Employees Retirement	03/23/2023	24,380.54
ACH	ZTEAM	Teamsters Local Union #117	03/23/2023	188.35
ACH	ZWATWT	Washington Teamsters Welfare Trust	03/23/2023	353.05
Total for 3/23/2023:				147,309.32
Report Total (17 checks):				147,309.32

Bank Reconciliation

Section 6, Item E.

Checks by Date

User: dmeagher
Printed: 04/03/2023 - 1:17PM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	3/23/2023		DD 00523.03.2023	PR		169,231.31
Total Check Count:						1
Total Check Amount:						169,231.31



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date April 13, 2023

Originating Department Police Department

Contact Person Mike Harden, Police Chief

Title Resolution 23-1890/Authorizing the Mayor to sign the 2023 Interagency Agreement with the Washington Traffic Safety Commission for the King County Distracted Driving Campaign

Legislative History

- First Presentation April 13, 2023
- Action April 13, 2023

Attachments:

1. Resolution 23-1890
2. Interagency Agreement with WTSC for King County Distracted Driving Campaign

Executive Summary

For the past several years, the Lake Forest Park Police Department (Department) has been awarded traffic safety funds from the Washington Traffic Safety Commission (WTSC) to reduce traffic-related deaths and serious injuries from impaired and distracted drivers. This resolution authorizes the City to accept grant funds from WTSC of \$2,500 for the King County Distracted Driver Campaign. These funds are in addition to the \$4,000 accepted in November of 2022 from WTSC under the Target Zero Program.

Background

The Department has been awarded traffic safety funds to participate in a countywide effort to reduce traffic-related deaths and serious injuries from distracted drivers. The WTSC coordinates multijurisdictional enforcement teams called “Target Zero” teams, whose goal is to reduce the number of people killed or seriously injured by impaired drivers in King County through aggressive, multi-jurisdictional, high-visibility patrols using an integrated systems approach to traffic safety which is evidenced-based and targets the locations where the most safety benefit can be realized.

The Department is part of the Region 7/8 Traffic Safety Task Force (Region 7/8). As a sub-recipient in Region 7/8, the City has been awarded the following by WTSC:

Distracted Driving Campaign: \$2,500

It is anticipated that the funds will be used for straight time or overtime shifts scheduled to have the greatest impact on enforcement.

Fiscal & Policy Implications

For the past several years, the Department has been awarded traffic safety funds to participate in a countywide effort to reduce traffic-related deaths and serious injuries from impaired and distracted drivers.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve the resolution	The Department will accept the funds and use them for the King County Distracted Driving Campaign.
<ul style="list-style-type: none">• Don't approve the resolution	The Department will not accept the funds.

Staff Recommendation

Approve Resolution 23-1890 authorizing the Mayor's approval of the Interagency Agreement with the Washington Traffic Safety Commission for the 2023 King County Distracted Driving Campaign.

RESOLUTION NO. 23-1890

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERAGENCY AGREEMENT AWARDING GRANT FUNDS FROM THE WASHINGTON TRAFFIC SAFETY COMMISSION FOR THE KING COUNTY DISTRACTED DRIVING CAMPAIGN

WHEREAS, the Washington Traffic Safety Commission (WTSC) has awarded the Lake Forest Park Police Department (“Department”), as a member of the Region 7/8 Traffic Safety Task Force, \$2,500 to fund traffic safety emphasis patrols to deter distracted driving; and

WHEREAS, the Department will use these funds as part of the multi-jurisdictional, King County Distracted Driving Campaign aimed at reducing traffic-related deaths and serious injuries.

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

Section 1. ACCEPTANCE OF GRANT. The Lake Forest Park City Council hereby authorizes the Mayor to sign the Interagency Agreement with the WTSC as attached hereto as **Exhibit A** for the purpose of accepting the King County Distracted Driver Campaign grant funds under the terms and conditions contained therein.

Section 2. 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 13th day of April, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1890

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

LAKE FOREST POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and LAKE FOREST POLICE DEPARTMENT, hereinafter referred to as “SUB-RECIPIENT.”

The Washington Traffic Safety Commission has delegated the management and oversight of this project to the Regions 7 and 8 (King County) Target Zero Managers (TZMs). The TZM will act as WTSC's agent in the management and oversight of this project. WTSC will establish agreements with all participating agencies before transferring responsibility to the TZM. WTSC reserves the right to contact participating agencies regarding any elements of this contract.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.616 for traffic safety grant project **2023-AG-4859-King County Distracted Driving Campaign**, specifically to provide funding for the law enforcement agencies in WTSC Regions 7 and 8 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of deterring distracted driving. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes caused by distracted driving and other high risk driving behaviors.

Grant 2023-AG-4859-King County Distracted Driving Campaign was awarded to **Regions 7/8** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region’s HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than March 20, 2022, and remain in effect until September 30, 2023, unless terminated sooner, as provided herein.

3. SCOPE OF WORK

Problem and Opportunity Statement

The prevention of distracted driving is a Target Zero priority one objective. In 2021, 116 traffic fatalities involved a distracted driver or 21% of all Washington (WA) traffic fatalities. Distraction is often an under-reported crash variable yet the 2017-2021 5-year cumulative total of traffic fatalities involving distraction was 596. An increase in distracted drivers were observed on city streets (from 8.8% to 15.7%), county roads (from 7.3% to 9.1%), and state routes (from 6.4% to 8.2%) during the 2022 annual statewide WTSC distracted driving observation survey.

King County is the most populated county in the State and therefore has a high potential for distracted drivers. Driving distracted is a choice and a risky behavior that can increase the probability of fatalities and serious injuries on the road. The 2022 annual WTSC distracted driving observation survey found that King County experienced an increase from 5.4% to 7.8% of drivers who were distracted. Aggregated data from four years of King County survey data about distracted driving behaviors and attitudes reveal troubling and persistent concerns relating to actual cell phone use behaviors, attitudes about cell phone use while driving, perception of threat to self by others using cell phones, and intentions to use cell phones while driving. Survey respondents indicated that the only deterrents to using their cell phones while driving were getting a ticket, being involved in a crash, or using an app that could auto-respond they were driving and/or block signals.

Project Purpose and Strategy:

This project will fund High Visibility Enforcement (HVE) patrols to prevent distracted driving.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also use these funds to address all high-risk driving behaviors when encountered while conducting distracted driving emphasis patrols. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to establish distracted driving emphasis patrols for their jurisdictions and will schedule and plan all enforcement and outreach activities. Regional participation in the following National Campaign is mandatory:

- Distracted driving enforcement during the Distracted Driving campaign (April 3 – 10, 2023).

Goal

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

Requirements for National Mobilization and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on an irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the mandatory Distracted Driving campaign in April 2023 and all subsequent distracted driving patrols organized through this project.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will submit a quarterly operational plan and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. The quarterly operational plan is due no later than June 15, 2023.
4. Participating officers should maximize their contacts during their patrols so that their activity contributes to the goals of the event.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is a best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

3.1. NATIONAL AND STATE-WIDE MOBILIZATIONS

The region has committed to participate as a region in this national mobilization. Additional local monthly distracted driving emphasis patrols will also be conducted in King County between April-September 2023.

Mobilization	Dates
U Drive. U Text. U Pay.	April 3 – 10, 2023

3.2. COMPENSATION

3.2.1. Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region’s traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer’s normal salary rate plus SUB-RECIPIENT’s contributions to employee benefits, limited to the following:

- 7. FICA
- 8. Medicare
- 9. Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- 10. Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.7. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$2,500** to the **LAKE FOREST POLICE DEPARTMENT** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

The funding (Section 402, CFDA 20.600) for the **LAKE FOREST POLICE DEPARTMENT** is as follows:

EMPHASIS PATROL

Distracted Driving Patrols	\$2,500
TOTAL	\$2,500

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section. Use of the Officer Activity Log in the WTSC’s online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT’S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

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 shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2023, **must be received by WTSC no later than August 10, 2023**. All invoices for goods received or services performed between July 1, 2023 and September 30, 2023, **must be received by WTSC no later than November 15, 2023**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal

to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. 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 shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 15.2.1.** Applicable federal and state statutes and rules
- 15.2.2.** Terms and Conditions of this Agreement
- 15.2.3.** Any Amendment executed under this Agreement
- 15.2.4.** Any SOW executed under this Agreement
- 15.2.5.** Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond.

Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR

CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. If the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT, or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or

terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 7/8 is:	The Contact for WTSC is:
Sgt. Jason Becker Lake Forest Park PD jbecker@ci.lake-forest-park.wa.us (206) 364-8216	Region 8 Target Zero Manager Kent Police Department swood@kentwa.gov 253-856-5856	Janine Koffel WTSC Program Manager jkoffel@wtsc.wa.gov 360-725-9871

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date April 13, 2023

Originating Department Planning

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

Title Draft Ordinance 23-1263 creating Chapter 12.50 of the Lake Forest Park Municipal Code, 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

Attachments:

1. Draft Ordinance 23-1263 creating Chapter 12.50 of the Lake Forest Park Municipal Code, Retaining Walls
2. Draft Retaining Wall Design Guidelines

Executive Summary

This ordinance (Attachment 1) would establish criteria regulating the method of construction and the appearance of retaining walls that are built within or adjacent to publicly owned right-of-way that support or protect public transportation infrastructure. Since the February 23, 2023, Council discussion, revisions have been made to remove language prohibiting rockeries and timber or concrete laggings. This will allow flexibility but maintain the requirement that an architectural finish be provided. The monitoring plan has also been revised from 5 years to 3 years, and the reference in the Design Guidelines to reducing sound reverberation have been removed to allow for further study and potentially a separate ordinance for noise attenuation.

Background

Large scale, retaining walls in or adjacent to publicly owned rights-of-way become de facto landmarks identifying the community they are located in. It is imperative that such significant, recognizable features integrate with and support the community identity. This ordinance would adopt by reference a proposed set of design guidelines (Attachment 2) that would provide visual examples of the types of architectural and landscape treatments that would be acceptable to mitigate the visual impact of retaining walls. As currently drafted, the Public Works Director would make the decision on compliance with the regulations and design guidelines.

Fiscal & Policy Implications

Adoption of this ordinance would add review criteria and additional staff review time for a limited number of right-of-way permit applications involving public transportation improvements.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Adopt ordinance	City code include regulation of the appearance of large retaining walls being built in the right-of-way
<ul style="list-style-type: none">• No action	City does not increase regulatory control over the appearance of large retaining wall projects being built in the right-of-way

Staff Recommendation

Review draft ordinance and design guidelines, provide guidance to the Administration on desired changes to either document, and set a date for a public hearing on the ordinance at a future Council meeting.

ORDINANCE NO. 23-1263

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CREATING CHAPTER 12.50 OF THE LAKE FOREST PARK MUNICIPAL CODE, RETAINING WALLS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, large scale retaining walls in or adjacent to publicly owned rights-of-way become de facto landmarks identifying the City of Lake Forest Park (the “City”); and

WHEREAS, it is imperative that such significant, recognizable features integrate with and support the community identity in the City; 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 _____, 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 _____; and

WHEREAS, the City Council held public meetings to review the creation of Chapter 12.50 LFPMC during meetings on January 26, 2023; February 6, 2023, February 23, 2023, April 13, 2023, and _____; and

WHEREAS, the City Council held a public hearing on _____, 2023, regarding the proposed ordinance;

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

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

Section 1. ADOPTION. The City Council of the City of Lake Forest Park hereby creates chapter 12.50 LFPMC, Retaining Walls, as follows:

LFPMC 12.50.010 Retaining Walls

A. 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. Walls located on private property or right-of-way that support or protect public transportation infrastructure shall meet the minimum requirements set forth in the latest edition of the WSDOT Design Manual, Bridge Design Manual, and the International Building Code. The Public Works Director may require a third-party structural review prior to approval of the wall. Easements may be required for the maintenance, operation, and replacement of the wall.

C. The wall type shall be approved by the Public Works Director, who may take into account long term maintenance requirements, constructability, and recommendations from the applicants' or third-party engineers.

1. The 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 walls that are prone to graffiti shall be coated with a moisture barrier and anti-graffiti paint.

3. An architectural finish or engineered block shall be used that integrates with and supports the community identity of the City namely Pacific Northwest showing a strong relationship to the surrounding natural environment including native trees, flora, and fauna of the region. The architectural finishes included in the Retaining Wall Design Guidelines dated _____, are deemed to satisfy this requirement. The Public Works Director will review and approve the architectural finish and engineered block consistent with this section.

4. Landscaping treatments shall be used that reduce the harshness of these walls. The landscaping standards are provided in the Retaining Wall Design Guidelines dated _____, are deemed to satisfy this requirement. The Public Works Director will review and approve landscaping treatments consistent with this section,

5. If required by the impacts or circumstances related to a particular retaining wall, the Public Works Director may require conditions of approval that include but are

not limited to the installation of a temporary irrigation systems and the funding or implementation of a 3-year plant monitoring and maintenance plan. A 3-year monitoring and maintenance plan shall be required for trees that are part of the landscaping plan.

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

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

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

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

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 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:

DRAFT

Draft: ~~February 23~~ April 13, 2023 City Council Regular Meeting

Retaining Wall Design Guidelines

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.

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

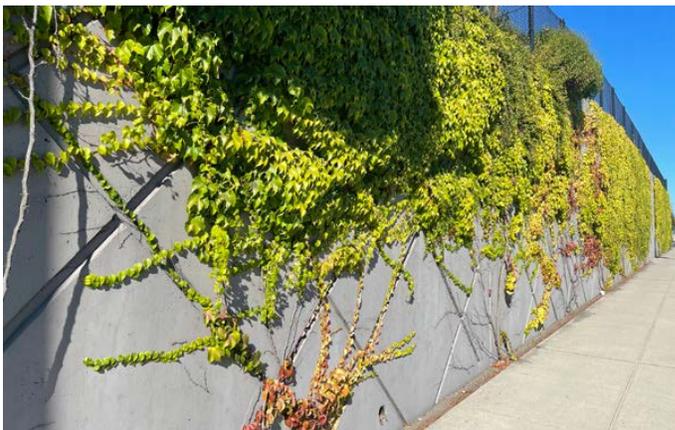


2. In addition to the architectural finish requirements of Provision 1, landscaping and vegetation such as that found in Figures C and D below shall be installed. The plantings shall be native, drought tolerant species that do not require permanent irrigation and should reach coverage of 30% of the wall front surface within 36 months. If there is not a shoulder or sidewalk adjacent to the wall, landscaping that requires regular maintenance shall be minimized.

FIGURE C



FIGURE D



3. The wall construction type for an independent wall segment can 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 shall be native, drought tolerant species that do not require permanent irrigation.

FIGURE E



FIGURE F



- 4. Sound attenuation shall be considered in the design of the wall. ~~As a minimum the wall shall have a diffused pattern that reduces sound reverberation~~

Commented [SB1]: Suggested deletion in response to Council discussions in which it was noted that it would very difficult to demonstrate that a 'diffused pattern' is reducing sound reverberation.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date April 13, 2023

Originating Department Executive

Contact Person Phillip Hill, City Administrator
Vice Chair Phillippa Kassover

Title Resolution 23-1893/Pledging the city’s support for the RE+ (Zero Waste) Program with King County

Legislative History

- First Presentation February 23, 2023 – City Council Regular Meeting
- Second Presentation April 13, 2023 – City Council Regular Meeting
- Action

Attachments:

1. King County Solid Waste Division Re+ Pledge
2. Draft Resolution

Executive Summary

On February 23, 2023, representatives from the King County Department of Natural Resources and Parks, Solid Waste Division, presented the zero-waste goal, which would reduce the volume of materials going into the landfill on an annual basis by approximately 500,000 tons. This would include zero food waste and zero waste of reusable resources.

Background

As presented at the February 23, 2023, council meeting, the move toward zero waste will provide significant benefits for the environment and the economy. It is estimated by the King County Solid Waste Division that zero waste would result in the preservation of 1 million trees, the recovery of enough food to feed 92,000 people, the creation of 500+ green jobs, the avoidance of \$24 million in future disposal costs and 150,000 fewer barrels of oil burned.

The proposed pledge aligns with many of the city’s goals and actions being proposed by the Climate Action Committee and accelerates the progress toward achieving the goals and strategies of the King County Cities Climate Collaborative (K4C), of which the city is a member.

Fiscal & Policy Implications

N/A

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">Schedule the adoption of the pledge by resolution for April 27, 2023	The city will further support the commitment to zero waste
<ul style="list-style-type: none">Do not schedule the pledge for adoption	The city will make its own commitments for waste reduction

Staff Recommendation

Review the proposed pledge and provide the administration with proposed amendments to the pledge to be reflected in the final resolution.

RESOLUTION NO. 23-1893

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, PLEDGING SUPPORT FOR THE RE+ (ZERO WASTE) PROGRAM WITH KING COUNTY

WHEREAS, climate change is an urgent challenge with far-reaching current and future impacts on our environment, public health, and economy; and

WHEREAS, greenhouse gas (GHG) emissions generated globally from the production, transport, use, and disposal of goods, foods, and services consumed in King County are a major part of our communities' climate footprint and are more than locally generated GHG emissions; and

WHEREAS, King County and K4C (King County Cities Climate Collaborative), partners are measuring, reporting, and developing new strategies to reduce consumption-related GHG emissions; and

WHEREAS, supporting the Re+ effort will help focus collaborative effort and responsibility to make progress toward reducing local GHG emissions by increasing waste prevention and recycling and laying the foundation for developing a circular economy that keeps materials, projects, and services in circulation as long as possible; and

WHEREAS, we recognize that the success of Re+ will require collaboration between King County, local jurisdictions, tribes, businesses, community-based organizations, and others; and

WHEREAS, the Re+ Program is consistent with, consolidates, and accelerates progress towards achieving the approved goals and strategies of the King County 2020 Strategic Climate Action Plan, the 2019 King County Comprehensive Solid Waste Management Plan, and the Joint Climate Action Commitment of K4C in relation to the County's zero-waste goals; and

WHEREAS, we will work with the County to identify ways to enhance our efforts to achieve the vision of Re+ with implementation support from the County, including competitive grants, model language for the countywide program and policy implementation, and technical support; and

WHEREAS, as a core component of this important work, we must engage in ways that are fair, equitable, and inclusive for those who are historically under-represented and have been disproportionately impacted by the status quo in our community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Forest Park, pledge our support for the shared vision that Re+ represents, and look forward to collaborating to see this vision become a reality.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 23rd day of March, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: March 3, 2023
PASSED BY THE CITY COUNCIL: March 23, 2023
RESOLUTION NO.: 23-1885



Re+ Pledge

Climate Change is an urgent challenge, with far-reaching current and future impacts to our environment, public health, and economy. King County’s Re+ program aims to divert recoverable material from the landfill which will reduce greenhouse gas emissions and contribute to a circular economy. Based on the 2019 Waste Characterization study up to 70% of what ends up in our landfill could be composted, reused and recycled. Reclaiming these items and repurposing them through recycling or composting will help us reach King County’s zero waste goals.

Implementing Re+ will ensure that we are keeping true to our commitments to reduce climate impacts, conserve resources, and create a healthier environment for our communities by keeping valuable materials out of the landfill and in use as long as possible.

Re+ is a roadmap for making that change.

Our approach aims to reinvent the current waste management system to be more resilient, equitable, and cost-effective through strategies necessary to meet our 2030 goal of zero food waste and zero waste of reusable resources.

Key actions include identifying new ways of processing organics and recycling, developing recycling markets for organics, paper and plastic, and a community panel to engage historically underrepresented and adversely impacted community members to help guide future outcomes. These new markets will create local jobs in the private sector, help build the green economy and ensure a just and equitable impact on the members of our community.

Re+ builds on the important work that many of our partners, including cities, the Port of Seattle, businesses, non-profits, community members, and the County are already doing to reduce contributions to climate change.

WHEREAS, climate change is an urgent challenge, with far-reaching current and future impacts to our environment, public health, and economy; and

WHEREAS, greenhouse gas (GHG) emissions generated globally from the production, transport, use, and disposal of goods, foods, and services consumed in King County are a major part of our communities’ climate footprint and are more than locally generated GHG emissions; and

WHEREAS, King County and K4C partners are measuring, reporting, and developing new strategies to reduce consumption-related GHG emissions; and

WHEREAS, supporting the Re+ effort will help focus our joint effort and responsibility to make progress toward reducing local GHG emissions by increasing waste prevention and recycling, laying the foundation for developing a circular economy; and

WHEREAS, we recognize that the success of Re+ will require collaboration between King County, local jurisdictions, tribes, businesses, community-based organizations, and others; and

WHEREAS, the Re+ Program is consistent with, consolidates, and accelerates progress towards achieving the approved goals and strategies of the 2020 Strategic Climate Action Plan, the 2019 Comprehensive Solid Waste Management Plan, and the Joint Climate Action Commitment of the King County Cities Climate Collaborative (K4C) in relation to the County’s zero-waste goals; and

WHEREAS, we will work with the County to identify ways to enhance our efforts to achieve the vision of Re+ with implementation support from the County including competitive grants, model language for countywide program and policy implementation, and technical support; and

WHEREAS, as a core component of this important work we must engage in ways that are fair, equitable and inclusive for those who are historically under-represented and have been disproportionately impacted by the status quo in our communities.

Now, therefore, we pledge our support for the shared vision that Re+ represents and look forward to collaborating to see this vision become reality.

Signed this _____ day of _____, _____ by

_____ *Name, Title*

on behalf of

_____ *Jurisdiction*

Mission

- Reducing** single use items
- Reusing** everything that can be
- Recycling** what’s left
- Renewing** communities
- Rethinking** what’s possible

Vision

Healthy, safe, and thriving communities in a waste-free King County



Alternate Formats Available
206-477-4466 • TTY Relay 711



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date April 13, 2023

Originating Department City Clerk

Contact Person Matt McLean, City Clerk

Title Ordinance 23-1265/Amending Chapter 2.22, Volunteer Commission System, of the Lake Forest Park Municipal Code to allow alternates on Boards and Commissions

Legislative History

- First Presentation March 23, 2023 Regular Meeting
- Second Presentation April 13, 2023 Regular Meeting

Attachments:

1. Ordinance 23-1265

Executive Summary

The attached ordinance would amend the city’s Municipal Code to allow alternate members to be placed on Boards and Commissions to serve as voting members when an alternate is needed to fill a quorum and to become permanent members when vacancies occur.

Background

After Council discussion on March 23, staff redrafted the ordinance to add a new section to Chapter 2.22 LFPMC regarding alternative members that will apply to commissions listed in 2.22.030, task forces or committees created under 2.22.020(C), and voluntary boards created elsewhere (e.g., Library Advisory Committee).

The amendment to the Volunteer Commission System would allow the Mayor to appoint up to two alternates, with confirmation from the Council, who may fill in on a board, commission, or committee if a regular member is absent. Should there be a vacancy on the board, commission, or committee, the senior alternate would fill the remainder of the vacant member’s term.

Fiscal & Policy Implications

The alternates would be used as voting members when there would not be a quorum present for a meeting. Otherwise, they would not be a voting member but would be expected to attend the meetings to stay informed and provide feedback during meetings. Alternatives would also fill vacancies as they occur.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve the Ordinance	Allow up to two alternates on Boards and Commissions
<ul style="list-style-type: none">• Disapprove the Ordinance	The Code will not be amended to provide for alternates

Staff Recommendation

Review the proposed Ordinance and provide feedback to staff.

ORDINANCE NO. 23-1265

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 2.22, VOLUNTEER COMMISSION SYSTEM OF THE LAKE FOREST PARK MUNICIPAL CODE, BY ADDING SECTION 2.22.075, ALTERNATE MEMBERS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City has established a Volunteer Commission System pursuant to Chapter 2.22 of the Lake Forest Park Municipal Code (“LFPMC”), which establishes commissions; provides for roles, duties, qualifications, terms, appointment by the Mayor, and confirmation by the City Council; and

WHEREAS, additional commissions, boards, and committees have been established by the Mayor and City Council to address specific issues or concerns, such as the Tree Board, Parks and Recreation Advisory Board, Library Advisory Committee, and Climate Action Committee; and

WHEREAS, some of the City’s commissions, boards and committees have been unable at times to seat a quorum of members for a meeting, which is necessary for the body to meet and discuss City business; and

WHEREAS, the Mayor and City Council find that it is in the City's best interest to have the option of appointing and confirming two alternate members on commissions, boards and committees to help meet quorum requirements and to fill permanent vacancies when they arise.

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

Section 1. AMENDMENT. LFPMC 2.22.075, Alternate members is added as follows:

2.22.075 Alternate members.

A. Commissions, tasks forces, boards, and committees created by this chapter or elsewhere, may have up to two alternate members appointed by the mayor and confirmed by the City Council. Alternate members may be called upon by the chair to substitute for absent members and will have the same powers and duties as the permanent member for that meeting. Alternative members will be called upon to serve at meetings in order of seniority.

B. When vacancies arise, the most senior alternate member will automatically become a permanent member and serve the remainder of the vacated term. Service of a partial term shall not count toward a member's term limit.

Section 2. 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 3. 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 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this _____ day of _____, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date April 13, 2023

Originating Department Public Works

Contact Person Andrew Silvia, Senior Project Manager

Title Resolution 23-1891 - Authorizing the Mayor to sign services agreement with Ventilation Power Cleaning, Inc. for 2023 Catch Basin Inspection and Data Collection Services

Legislative History

- Action April 13, 2023

Attachments:

1. Resolution 23-1891 - Authorizing the Mayor to sign a services agreement with Ventilation Power Cleaning, Inc. for 2023 Catch Basin Inspection and Data Collection Services.
2. Services Agreement with Ventilation Power Cleaning, Inc.
3. Tabulation of Bids received pursuant to City's Invitation to Bid

Executive Summary

The Department of Public Works (DPW) recommends the award of the attached contract for 2023 Catch Basin Inspection And Data Collection Services (Contract) to Ventilation Power Cleaning, Inc. (Contractor). The Contractor submitted the lowest responsive and responsible bid in response to the City's Invitation to Bid for the Contract, as shown in the Bid Tabulation included as Attachment 3. Funding to support the full amount of the Contract is available in the City's Surface Water Management Fund.

Background

The Western WA Phase II Municipal Stormwater Permit (Permit) administered by the WA Department of Ecology (Ecology) requires the City to complete a biannual inspection of its municipal separate storm sewer system (MS4) catch basins. DPW lacks the capacity to self-perform this work and requires vendor support to meet the Permit requirement. DPW last completed this work using vendor support in 2021 and must complete its next round of inspections by August 1, 2023.

DPW published an Invitation to Bid on the Contract on March 4, 2023, and received six (6) bids in response. DPW evaluated the bids received and determined that the Contractor submitted the lowest responsive and responsible bid. DPW, therefore, recommends the award of the Contract to the Contractor.

Fiscal & Policy Implications

The Contract is fully funded by the City’s Surface Water Management fund. The Contract price is \$50,921.25 and does not need any additional budget allocations.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Adopt Resolution	The City will contract with Ventilation Power Cleaning, Inc. and complete the Contract work as required by the Permit.
<ul style="list-style-type: none">• No Action	The City will not contract with Ventilation Power Cleaning, Inc. and risks noncompliance with the Permit. Noncompliance may result in administrative penalties issued by Ecology.

Staff Recommendation

Move to adopt Resolution 23-1891, authorizing the Mayor to sign services agreement with Ventilation Power Cleaning, Inc. for 2023 Catch Basin Inspection And Data Collection Services.

RESOLUTION NO. 23-1891

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A SERVICES AGREEMENT WITH VENTILATION POWER CLEANING, INC. FOR 2023 CATCH BASIN INSPECTION AND DATA COLLECTION SERVICES.

WHEREAS, the City requires contractor support to complete routine catch basin inspection services required by the Western WA Phase II Municipal Stormwater Permit administered by the WA Department of Ecology; and

WHEREAS, the City published an Invitation to Bid on the contract on March 4, 2023, and received six (6) bids in response; and

WHEREAS, pursuant to the invitation of the City, the Contractor submitted a bid proposal containing an offer; and

WHEREAS, the City has determined that the Contractor’s offer was the lowest responsive and responsible offer submitted; and

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign a services agreement with Ventilation Power Cleaning, Inc., included herewith as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 13th day of April, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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

**CITY OF LAKE FOREST PARK
SERVICES AGREEMENT
Agreement Title: 2023 Catch Basin Inspection and Data Collection
Services**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Ventilation Power Cleaning, Inc. (the "Contractor"), is dated this _____ day of _____ 2023.

Contractor Business: Ventilation Power Cleaning, Inc.
Contractor Address: 3914 Leary Way NW, Seattle, WA 98107
Contractor Phone: 206-634-2750
Contact Name: John Linn
Contractor e-mail: john@ventilationpower.com
Federal Employee ID No.: 91-0843303
Authorized City Representative for Jeffrey Perrigo
this contract:

WHEREAS, the City published an Invitation to Bid on the contract on March 4, 2023 and received six (6) bids in response;

WHEREAS, pursuant to the invitation of the City, the Contractor submitted a bid proposal containing an offer; and

WHEREAS, the City has determined that the Contractor's offer was the lowest responsive and responsible offer submitted;

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

1. Employment of Contractor. The City retains the Contractor to provide the services described in Exhibit A incorporated herein, for 2023 Catch Basin Inspection and Data Collection Services ("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 Contractor 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 John Linn. 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 August 1, 2023 unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Contractor 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 Contractor for the Work in Exhibit A, including all services and expenses, shall not exceed fifty thousand, nine hundred, twenty-one Dollars and twenty-five cents (\$50,921.25) as shown on Exhibit B, which shall be full compensation ("Contract Price") for the Exhibit A Work. Contractor shall invoice the City monthly on the basis of the portion of the Work completed each month by the Contractor and sub-contractors.

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

C. Contractor shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

3. Request for Payment.

A. Not more than once every thirty days the Contractor shall send electronically to ap@cityoflfp.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 Contractor shall submit all reports and other documents specified in Exhibits A according to the schedule established in Exhibits A. If, after review by the City, the information is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable work. If Contractor 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 Contractor'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 Contractor ("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 Contractor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor 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 Contractor actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Contractor 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 Contractor, the Contractor 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.

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

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Contractor" includes employees, agents, representatives sub-contractors; 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.

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

8. Insurance.

A. Contractor shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Contractor's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Contractor'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 Contractor shall require each sub-contractor to provide Workers' Compensation Insurance for its employees, unless the Contractor 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. 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 Contractor performs any Work, Contractor 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 Contractor's obligations to fulfill the requirements.

C. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor 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 Contractor insurance in the name of the Contractor and deduct the cost of providing and maintaining such insurance from any sums due to Contractor under this Agreement, or the City may demand Contractor to promptly reimburse the City for such cost.

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

10. Employment. The Contractor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Contractor's records and documents with respect to all matters covered by this Agreement.

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

13. Compliance with Federal, State and Local Laws. Contractor 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. Prevailing Wages. The work under the Contract may be subject to the prevailing wage requirements of chapter 39.12 RCW, as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this

Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

15. Waiver. Any waiver by the Contractor 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.

16. 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.

17. 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 Contractor.

18. 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.

19. Notices.

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

City of Lake Forest Park
Attn: Jeffrey Perrigo, Public Works Director
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

20. 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.

21. 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 Contractor have executed this Agreement as of the date first above written

CITY OF LAKE FOREST PARK WASHINGTON	CONTRACTOR:
By: _____ Jeff Johnson, Mayor	By _____
	Its: _____

Date _____	Date: _____
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney	
Date: _____	

EXHIBIT A
SCOPE OF WORK

EXHIBIT A - SCOPE OF WORK

A. Location

1. All Work will be performed within the incorporated limits of the City of Lake Forest Park, WA.
2. All Work is expected to occur on public property including City right of way and City-owned parcels. If Work must be performed on private property, the City will obtain Right of Entry from property owners prior to the Contractor’s execution of the Work.
3. References herein to the “Work site” are meant to refer to the locations of existing City-maintained catch basin structures where the Contractor will perform the Work. These catch basin locations are shown on the GIS map accessible at this link:
<https://lfp.maps.arcgis.com/apps/mapviewer/index.html?webmap=de42a9542c1f46629f835412ab2ea7a0>
4. Work may be required on uneven terrain, steep slopes, and at other locations that may be difficult to access. However, Work sites are assumed to be accessible on foot and without the need for extensive brush clearing or other site preparation work.

B. General Requirements

1. The Contractor shall perform Work in accordance with these General Requirements. Unless stated otherwise, the cost(s) of any sort whatsoever that may be required to conform to these General Requirements shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
2. The normal hours of Work applicable to this contract shall be eight hours per day within a timeframe beginning no earlier than 7:00 AM and ending no later than 5:00 PM. Normal working hours shall occur Monday to Friday, excluding the following City-observed holidays:

New Year’s Day
Martin Luther King, Jr. Day
President’s Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans’ Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

3. The Contractor shall provide supervision of the Work and shall ensure:
 - I. Personnel engaged in the Work shall be qualified and appropriately certified or licensed to perform tasks assigned to them.
 - II. Crews assigned to perform Work shall be appropriately sized (number of crew members) and equipped to complete the Work efficiently and in accordance with contract’s quality, safety, and other requirements.
 - III. Tools and equipment used to perform Work shall be of sufficient design, size, and condition to complete the Work efficiently and in accordance with contract’s quality, safety, and other requirements.
4. Protection of Work and Property

- I. The Contractor shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously during the Contract Time and not be limited to normal working hours.
 - II. The Contractor shall perform the Work in non-destructive fashion and shall restore any damage caused to City or private property to the satisfaction of the property owner at the Contractor's sole expense.
 - III. The Contractor shall furnish, install, implement, and maintain all necessary safeguards for protection of human health and safety, property, and the environment during performance of the Work. Required safeguards include, but are not limited to:
 - a) Fences, railing, barricades, lighting, posting of warning signs, and other warnings against hazards.
 - b) Operational and occupational health and safety practices established by industry standards and applicable regulations (e.g. OSHA, WISHA). The Work is expected to be performed from the ground surface. If confined space entry into structures is required to complete Work, separate payment for this service shall be made under Bid Item #2.
 - c) All temporary work zone traffic control measures that may be necessary to effect the safe and orderly diversion of vehicular, pedestrian, and bicycle traffic around the Work site. Temporary traffic control shall comply with the latest revision of Part VI of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). If the use of traffic control flaggers is required, separate payment for this service shall be made under Bid Item #2. Special temporary work zone traffic control requirements for the Contract include:
 - i. Road closures shall not be implemented as a traffic control measure without the City's prior authorization.
 - ii. Work within principal arterials, including Ballinger Way NE (SR-104) and Bothell Way NE (SR-522), shall not be performed during the peak traffic volume hours of 7:00-9:30 AM and 2:30-5:00 PM, Monday through Friday.
 - iii. Contractor shall confirm schedule for Work on principal arterials with DPW prior to initiating this Work. DPW will provide notification of transit agencies as required.
5. Contract Management and Administration
- I. Prior to beginning the Work, the Contractor's Project Manager and at least one crew member assigned to complete Work shall attend a two-hour Contract kickoff meeting with DPW staff at City Hall.
 - II. Contractor shall prepare invoices documenting the invoicing period/timeframe, the quantity of Work performed per Contract Task (see Section C) within the invoicing period, and associated fee(s). Invoices shall be submitted to the City on a monthly basis.
 - III. Prior to submitting invoices to the City for completed Work, Contractor shall perform quality assurance and quality control (QA/QC) review and

adjustments to initial collected data to ensure a high-quality Work product/deliverable.

- IV. Contractor shall communicate with DPW staff throughout the Contract as necessary to ensure orderly execution of Work.
- V. Continuously monitor the Work and advise DPW of any risks to completing the Work per the scope, budget, and schedule expectations set in the agreement. Adjustments to these expectations will not be authorized in arrears.

C. Contract Task Specifications

The Work generally includes mobilizing to City-maintained catch basins, performing an inspection and collecting structure attribute data as prescribed herein, and documenting inspection/attribute data using the free, ESRI-developed mobile GIS mapping software applications¹ (“Required Apps”) described in this Section and Attachment 5.

The specifications for execution, measurement, and payment of the Work are provided in the Contract Tasks (CT) descriptions contained in this Section. The Contract Task numbers in this section correspond to the Bid Item (BI) numbers listed in the Proposal Form (Attachment 1 to the Invitation to Bid).

1. CONTRACT TASK #1 – Inspect Catch Basins

- I. Description
 - a) This Contract Task includes the Work required to locate and inspect drainage catch basins, and document inspection results.
- II. Execution
 - a) Mobilize to Work sites as identified on maps provided by DPW in the Required Apps (ESRI Field Maps, in this case).
 - b) Remove the catch basin cover/grate and safely store the grate. Open structures shall not be left unattended.
 - c) Perform inspection using basic measuring devices (e.g. steel tape measure), flashlights, and other readily-accessible hand tools. Record measurements to the nearest inch.
 - d) Document inspection using the Required Apps and City-standard inspection forms contained therein. The process of entering inspection data using the Required Apps is explained and illustrated in Attachment 5. In general, the following information will be collected at each structure:
 - i. Structure type and construction material
 - ii. Structure interior dimensions
 - iii. Inlet/cover type and size
 - iv. Depths from surface to pipe inverts and bottom of structure
 - v. Pipe sizes, orientations, and types
 - vi. Existence of water quality or flow control device (y/n)

¹ Required apps include ESRI Field Maps and ESRI Survey123

- vii. Indications of structure condition per the King County Surface Water Design Manual's (KCSWDM) Catch Basin Maintenance Standard
Contractor shall provide hardware suitable for running the Required Apps, and DPW will provide the Contractor with the GIS data or temporary login information required to use the Required Apps.
 - e) Obtain at least one digital photograph of the structure interior, using a flashlight as needed to illuminate the structure. The resulting image file to be provided to DPW (see Section C.1.III.a) shall contain information sufficient to identify the catch basin. This identifying information must be provided using one of the following methods:
 - i. Provide an image file named according to the catch basin's "Asset ID" as provided in the City's GIS map
 - ii. Provide an image file containing embedded location information, such as latitude and longitude coordinates of the photograph location.
 - f) Restore cover/grate to its original location on the catch basin frame.
- III. Measurement and Payment
- a) CT #1 Work will be measured per each catch basin structure for which a complete inspection record is received by DPW. A complete inspection record shall include an ESRI compatible GIS file containing properly completed inspection forms for the catch basin structure and an image file meeting CT #1 specifications.
 - b) Payment for CT #1 Work shall be remitted at the Bid Item (BI) #1 unit price in the agreement.
 - c) Payment for CT #1 Work shall be remitted at 0.25 times the BI #1 unit price in the agreement for each catch basin structure which the Contractor confirms is nonexistent. See Attachment 5 for an illustration of how this inspection result will be recorded using the Required Apps.

CONTRACT TASK #2 – Minor Changes

- I. Description
 - b) The Contract Task includes payments or credits for DPW-directed changes to the Work amounting to \$5,000.00 or less. At the discretion of DPW, this procedure for Minor Changes may be used in lieu of the more formal procedure outlined in the agreement.
 - c) If DPW identifies a needed change to the Work, DPW will provide the Contractor a draft Minor Change Order including the location and specifications for the work. As soon as practicable, but within 10 calendar days of receipt of the Minor Change Order, the Contractor shall provide DPW with a written price quote to complete the Minor Change Order work. The price quote shall document the basis of proposed costs as requested by DPW in the Minor Change Order. As soon as practicable, but within 10 calendar days of receipt of the Contractor's price quote, DPW will review the price quote and advise

the Contractor if it is acceptable or rejected. If the Contractor's price quote is accepted, DPW will sign the Minor Change Order. The signed Minor Change Order shall serve as DPW's authorization to proceed with Minor Change Order work.

- II. Execution
 - a) Specifications for execution of CT #2 work will be provided in the City's signed Minor Change Order.
- III. Measurement and Payment
 - a) CT #2 Work will be measured and paid by lump sum (LS) in amounts established in DPW's signed Minor Change Orders. For the purpose of providing a common proposal for all Bidders, the City has entered an amount for "Minor Changes" (BI #2) in the Proposal Form to become a part of the total Price.

EXHIBIT B
CONTRACT PRICE INFORMATION

PROPOSAL FORM (continued)

For the complete performance of all Work required by Contract Documents for that project entitled "**2023 Drainage Catch Basin Inspection and Data Collection Services**", the following Bid is submitted. Show prices in figures only (ink or typed). Show cents to 2 decimal points. Do not include applicable sales tax in unit price bid amounts as sales tax is entered separately in the bid schedule. Where conflict occurs between the unit price and the extended price specified for any item, the Unit Price shall prevail, and totals shall be corrected to conform thereto. If any Unit Price is left blank, it will be considered no charge for that Bid item/Contract Task, regardless of what has been placed in the Extended Price column.

BID SCHEDULE					
		CONTRACTOR BID			
BID ITEM / CONTRACT TASK	DESCRIPTION	UNITS	UNIT PRICE	QTY	EXTENDED PRICE (UNIT PRICE x QTY)
BI #1	Inspect Catch Basins	EA	\$25.00	1,650	\$41,250.00
BI #2	Minor Changes	LS	\$5,000.00	1	\$5,000.00
SUBTOTAL (sum of EXTENDED PRICE amounts above)					\$46,250.00
10.1% WASHINGTON STATE RETAIL SALES TAX (0.101 x SUBTOTAL amount above)					\$4,671.25
TOTAL PRICE (sum of SUBTOTAL and WA STATE RETAIL SALES TAX amounts above)					\$50,921.25

KEY	
QTY	Quantity
EA	Each
LS	Lump Sum

BID TABULATION

Owner: City of Lake Forest Park, WA
 Project Name: 2023 Drainage Catch Basin Inspection and Data Collection Services
 Bid Opening Date: 3/20/2023
 Bid Tabulation By: Andrew Silvia
 Senior Project Manager, City of Lake Forest Park

Bid Item #	Bid Item Description	Unit	QTY	AQUALIS			Downstream Services, Inc.			Encore Environmental, LLC			PACE Engineers, Inc.			Ventilation Power Cleaning, Inc.			The Watershed Company		
				Unit Price	Extended Price	Owner Calculated Extended Price	Unit Price	Extended Price	Owner Calculated Extended Price	Unit Price	Extended Price	Owner Calculated Extended Price	Unit Price	Extended Price	Owner Calculated Extended Price	Unit Price	Extended Price	Owner Calculated Extended Price	Unit Price	Extended Price	Owner Calculated Extended Price
BI #1	Inspect Catch Basins	EA	1650	\$35.00	\$57,750.00	\$57,750.00	\$42.00	\$69,300.00	\$69,300.00	\$29.81	\$49,186.50	\$49,186.50	\$53.00	\$87,450.00	\$87,450.00	\$25.00	\$41,250.00	\$41,250.00	\$33.79	\$55,746.48	\$55,753.50
BI #2	Minor Changes	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
subtotal					\$62,750.00	\$62,750.00		\$74,300.00	\$74,300.00		\$54,186.50	\$54,186.50		\$92,450.00	\$92,450.00		\$46,250.00	\$46,250.00		\$60,746.87	\$60,753.50
WA state sales tax					\$6,337.75	\$6,337.75		\$7,504.30	\$7,504.30		\$5,472.84	\$5,472.84		\$9,337.45	\$9,337.45		\$4,671.25	\$4,671.25		\$6,135.43	\$6,136.10
total price					\$69,087.75	\$69,087.75		\$81,804.30	\$81,804.30		\$59,659.34	\$59,659.34		\$101,787.45	\$101,787.45		\$50,921.25	\$50,921.25		\$66,882.27	\$66,889.60

Denotes error in bid
 Denotes apparent low bid

City Administrator Report

City of Lake Forest Park

Date: April 13, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

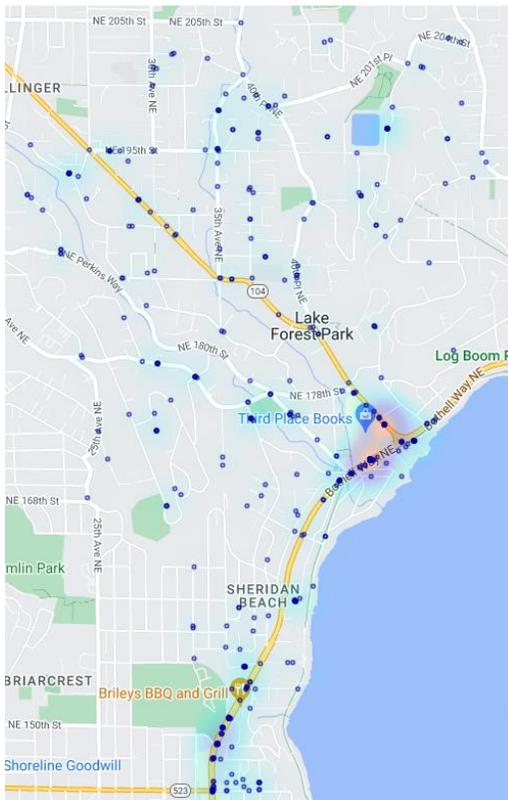
CC: Honorable Mayor Jeff Johnson
Leadership Team

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 incidents heatmap for
March 2023:

Each blue dot is an incident generated by dispatch or an officer. This map represents **773** incidents in **March**.

Type	Calls
Suspicious Circumstances	68
Theft	26
Warrant LFP	20
Welfare Check	19
Alarm	17
Hazard	12
Vehicle Prowl	12
911	10
Traffic Accident	9
Disturbance	9

Notable Incidents

Around 5am, officers were dispatched to a reported collision at the intersection of 40th & Ballinger. Upon arrival, they discovered that the incident stemmed from an interrupted motor vehicle prowler in the Uplake neighborhood in Kenmore. The collision had caused the eastbound lane of Ballinger to be blocked for approximately 1.5 hours.

The victim, who lived in Kenmore, caught suspects going through his truck, stealing items, and loading them into a vehicle. The victim gave chase in his own vehicle, pursuing the suspects through Kenmore until they reached the intersection of 40th & Ballinger in Lake Forest Park. The suspect vehicle abruptly made a hard U-turn in front of the victim's vehicle, causing a collision that spun the suspect vehicle out of control and into some trees on the south side of the intersection. The victim then used his vehicle to block the suspect vehicle, attempting to trap the three passengers and driver inside. The suspects fled on foot just as Lake Forest Park Police Department officers were arriving on the scene.



Assistance was requested from Bothell PD, Shoreline PD, and Kenmore PD to set up a perimeter while Kenmore PD addressed the vehicle prowler in their city. The suspect vehicle was found to have been stolen from Redmond on March 8 from an auto service shop. The owner reported that several keys, fobs, and vehicles had been stolen

from the location. A search of the suspect vehicle turned up drug paraphernalia, stolen handguns, and items linked to the suspects. KCSO K9 arrived on the scene but was unable to track the suspects due to new use of force rules. Two female passengers were later found near 25th & Ballinger by a Shoreline PD patrol car, while one of the male passengers was identified after popping out of the brush at 40th & Ballinger. A wallet with a driver's license that matched the description of the fleeing driver was found in the bag containing a stolen handgun.

The Kenmore victim was able to recover his stolen property from the trunk of the stolen car. Additional items, including a large bag of burglary tools, were also found in the trunk. The investigation revealed additional evidence of the suspects' involvement in other crimes. The investigation remains ongoing.

On March 20, the Independent Force Investigation Team-King County (IFIT-KC) was activated for an officer-involved shooting in Seattle's Ballard area. Multiple King County deputies were serving a civil process order when the suspect fired upon them. An LFPPD sergeant responded to assist with the investigation.

Officers responded to a trespass complaint and possible shoplifting in progress at Ross. Two male suspects were located inside the store, with one exhibiting signs of drug influence. Initially uncooperative, one suspect eventually revealed his name, leading to the discovery of a felony warrant and multiple misdemeanor warrants, including one for forgery. While the Grays Harbor County felony warrant was rejected, the Bellevue warrant was later confirmed. Upon arrest, officers found multiple fake \$100 bills, and drug paraphernalia in the suspects' possession. Additionally, a search of the suspect uncovered a driver's license belonging to someone else, as well as suspected fentanyl and drug paraphernalia. The suspect admitted to using fentanyl prior to entering the store and was medically cleared by Aid.



Further investigation revealed that the suspect had used one of his counterfeit \$100 bills to purchase nearly \$70 worth of goods from The Avid Angler. The business owner suffered a loss of at least \$30 cash. Two of the counterfeit bills had unfinished backs and the watermark was clearly fake. The suspect is now facing multiple charges, including forgery and possession of another's identification. The suspect also has a prior conviction for Criminal Mischief with a Deadly Weapon and Unlawful Firearms Possession.



Officers responded to a subject driving on the Burke-Gilman Trail. The caller reported the subject appeared to be under the influence and had nearly struck a child. The caller was able to get the car keys from the subject and wait for PD arrival. Officers found the vehicle damaged from forcing its way past the bollards blocking entrance to the trail. The subject was arrested and taken to the station for processing. While in custody the driver continued to show signs of increased drug influence. The driver was unable to walk or care for herself. The driver was

transported by aid to the hospital for treatment and evaluation.

Officers were dispatched to a subject passed out behind the wheel at the gas station for approximately one hour. Officers found the subject under the influence of narcotics with drug paraphernalia in plain view inside the vehicle. The subject also had a warrant for theft out of Seattle. Seattle refused to take the subject, the jail also stated they would not accept booking on that charge, so she was released.

Officers responded to multiple calls of shoplifting and theft at Albertsons and Ross. Most subjects were transients, and previously trespassed from the mall area for previous criminal violations.

Officers were dispatched to MOD Pizza for a theft. A transient subject had apparently fallen asleep in the restroom. The employees locked up for the night and exited the building. One

employee then observed a male exit the restroom, take some merchandise, and exit the building. Officers trespassed the subject and observed him leave on a metro bus towards Seattle. Employees declined to prosecute for theft.

Officers responded to a breaking into an occupied residence. The suspect forced entry into the home and was fatally shot by the resident. LFPPD, WSP and Major Crimes Task Force are conducting the investigation.

Officers located juveniles at an elementary school smoking marijuana. There was also fresh graffiti found near where the subjects were located. 2 juveniles left the area in a vehicle as officers attempted contact, 2 other juveniles were contacted and released to their parents.

Officers observed two vehicles "racing" on Perkins Way, one vehicle stopped for officers, second vehicle fled, refusing to pull over. A fleeing vehicle stopped in a nearby driveway, driver jumped fence and fled on foot. Officers are following up on leads to identify fleeing driver.

Officers responded to a report of a subject banging on a resident's door and screaming. The caller was afraid the subject was attempting to break in. The caller also observed an additional subject standing in her driveway. The subject at the door continued to scream at the top of her lungs while beating on the door until she fell over and struck her head. Officers discovered the subject standing in the driveway had been driving his daughter around while she was having a manic episode and using methamphetamines. Subject was sent to hospital for a mental health evaluation.



A homeowner found a tent w/a tarp in their front yard. The homeowner was concerned someone may be inside it. Officers located a tent in the greenery area of the property, unoccupied. The tent was removed to the roadway and disposed of by Public Works.

An occupant at a local apartment complex called to say her neighbor shot a round through the wall into her apartment. The neighbor cooperated with police, stating it was an accidental discharge. The firearm was seized, and the subject was given a citation.

A caller told 911 a subject had crashed outside of her house. She advised dispatchers that the driver was a "person of color" and therefore it may not be his vehicle. She also advised he may be scared or afraid of police because of this. She never spoke with the driver. Officers found the subject crashed into and broke a fire hydrant. The subject was arrested for DUI, processed, and released.



April is Distracted Driving Awareness Month

In the first week of April, LFPPD officers placed an extra emphasis on enforcing distracted driving laws and urged all drivers to operate their vehicles safely and avoid using cell phones while driving.

This initiative is part of a statewide program that places special emphasis on enforcement during the first week of April.

<https://www.facebook.com/kingcountytargzero>



Over the course of two days and 6 hours, 29 tickets and 12 warnings were issued.

II. Internal City Information

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting

One contract was administratively approved during the reporting period: AG-23-016, Municipal Research and Services Center for hosting of the Small Works, Consultant, and Vendor Rosters.

VI. Legislative Update

VII. Community Events

VIII. Upcoming City Sponsored Events

[The LFP Green Fair!](#)

April 29, 2023, 10:00 AM - 2:00 PM @ Third Place Commons

IX. Meetings Calendar**[CANCELED City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)**

April 20, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)

April 24, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)

April 26, 2023, 7:00 PM @ City Hall and via Zoom

[City Council Regular Business Meeting \(hybrid meeting\)](#)

April 27, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom