



# CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

**Thursday, April 11, 2024 at 7:00 PM**

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

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

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## **INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:**

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

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

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

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

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

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

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

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

<https://www.cityofflp.gov/615/Hybrid-City-Council-Meetings>

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 Public Comments. The City Clerk will read your name and subject matter into the record during Public Comments.

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

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

## AMENDED

## AGENDA

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

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

5. **PROCLAMATIONS**

A. Affordable Housing Week 2024

6. **PRESENTATIONS**

A. King County Metro - Lynnwood Link Connections

B. **AMENDED** - Safe Speed Study

C. For Discussion, Consideration and/or Action - Acceptance of Safe Speed Study

7. **CONSENT CALENDAR**

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

A. March 21, 2024 City Council Budget and Finance Committee Meeting Minutes

B. March 23, 2024 City Council Special Meeting Retreat Minutes

C. March 25, 2024 City Council Committee of the Whole Special Meeting Notes

D. March 28, 2024 City Council Regular Meeting Minutes

E. City Expenditures for the Period Ending April 11, 2024

8. **ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL**

A. Resolution 24-1949/Authorizing the Mayor to Sign the Washington State Department of Ecology 2023-2025 Municipal Stormwater Capacity Grant

- B.** Resolution 24-1950/Authorizing the Mayor to sign the First Amendment to the Professional Services Agreement between the City of Lake Forest Park and SCJ Alliance for the 2024 periodic update of the Comprehensive Plan – Middle Housing
- C.** Ordinance 24-1291/Creating a new chapter in the Lake Forest Park Municipal Code relating to the acceptance of donations

**9. ORDINANCES AND RESOLUTIONS FOR ACTION**

- A.** Resolution 24-1948 / Creating a Temporary Policy Advisory Task Force for Climate Planning

**10. COUNCIL DISCUSSION AND ACTION**

**11. OTHER BUSINESS**

**12. COUNCIL COMMITTEE REPORTS**

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

**13. EXECUTIVE SESSION - Possible acquisition of real property per RCW 42.30.110(1)(b)**

**14. ADJOURN**

**FUTURE SCHEDULE**

--Thursday, April 18, 2024 City Council Budget & Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*

--Monday, April 22, 2024 City Council Committee of the Whole Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*

--Thursday, April 25, 2024 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

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

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



## PROCLAMATION

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

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

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

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

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

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

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

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

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

**NOW, THEREFORE**, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim May 13 - 17, 2024, as

### Affordable Housing Week

Signed this 11<sup>th</sup> day of April 2024.

\_\_\_\_\_  
Thomas W. French, Mayor

# Lynnwood Link Connections Final Approved Network

Lake Forest Park City Council

April 11, 2024

# Today's Agenda

- **Engagement Findings**
- **Approved Network Highlights**
- **Lake Forest Park Details**
- **Items Metro is Tracking**

# Overview of Phase 3 engagement

3,898 survey responses

14 presentations to community and government organizations

105+ hours in-person outreach

3 virtual Open Houses

80+ recorded emails or comments

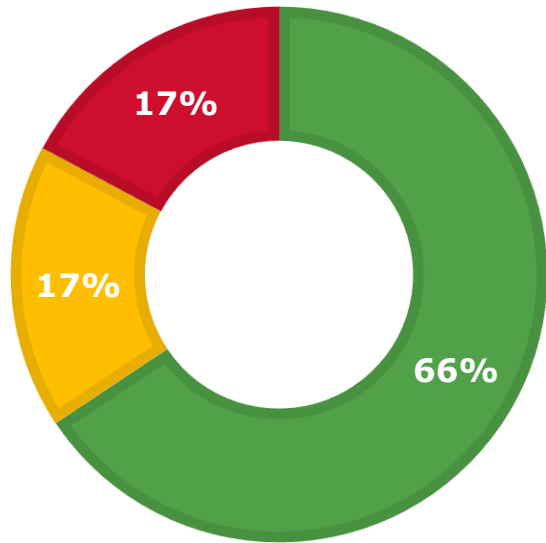
4 Community-Based Org. Partnerships

14 community events attended

# Phase 3 engagement findings

## Overall Satisfaction with Network

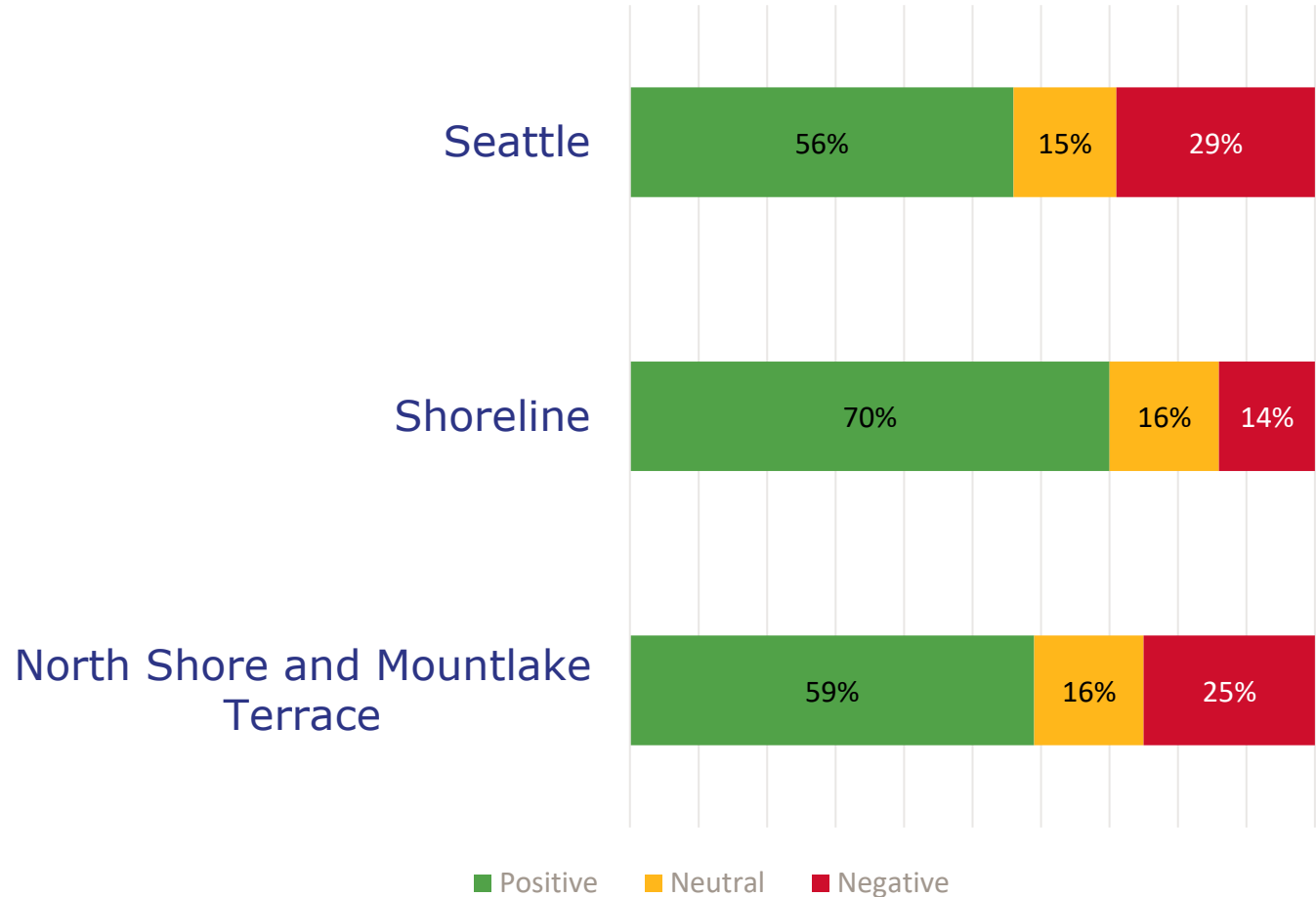
■ Positive ■ Neutral ■ Negative



### Priority Populations

Positive: 62%  
Neutral: 19%  
Negative: 19%

## Satisfaction by subarea





## Phase 3 network top issue areas

#	Issue Area	Level of Resources Needed to Address	Mobility Board recommends?	Final network
1	Removal of service on Latona Ave (Route 20)	Medium-High	No Change	No Change
2	Loss of continuous service on Meridian Ave, no service between 145 <sup>th</sup> and 175 <sup>th</sup>	High	Nice to Have	New Route Included
3	Dissatisfaction with Bothell to UW connection (don't want to transfer)	Medium-High	No Change	No Change
4	Frequency on Routes 77 and 75 – especially on weekends	Medium	Nice to Have	Weekend Frequency Increased
5	Access to South Lake Union (Route 320)	Medium-High	Nice to Have (preference budget neutral)	Rts 303/322 Serve SLU and First Hill
6	Removal of service to/from Broadview (Route 28, peak only trips)	Medium	No Change	No Change
7	Removal of service on 15 <sup>th</sup> Ave NE (Route 73)	High	No Change	No Change

# Approved network highlights



Includes 800 (+9%) more weekday trips, and 800 (+32%) more weekend trips



Includes 130 (43%) more trips at night (after 10pm); span of service increased by 68-mins for all-day routes on weekdays, and over 78-mins on weekends



Net increase of three frequent routes within the study area; four existing routes with frequency improvements



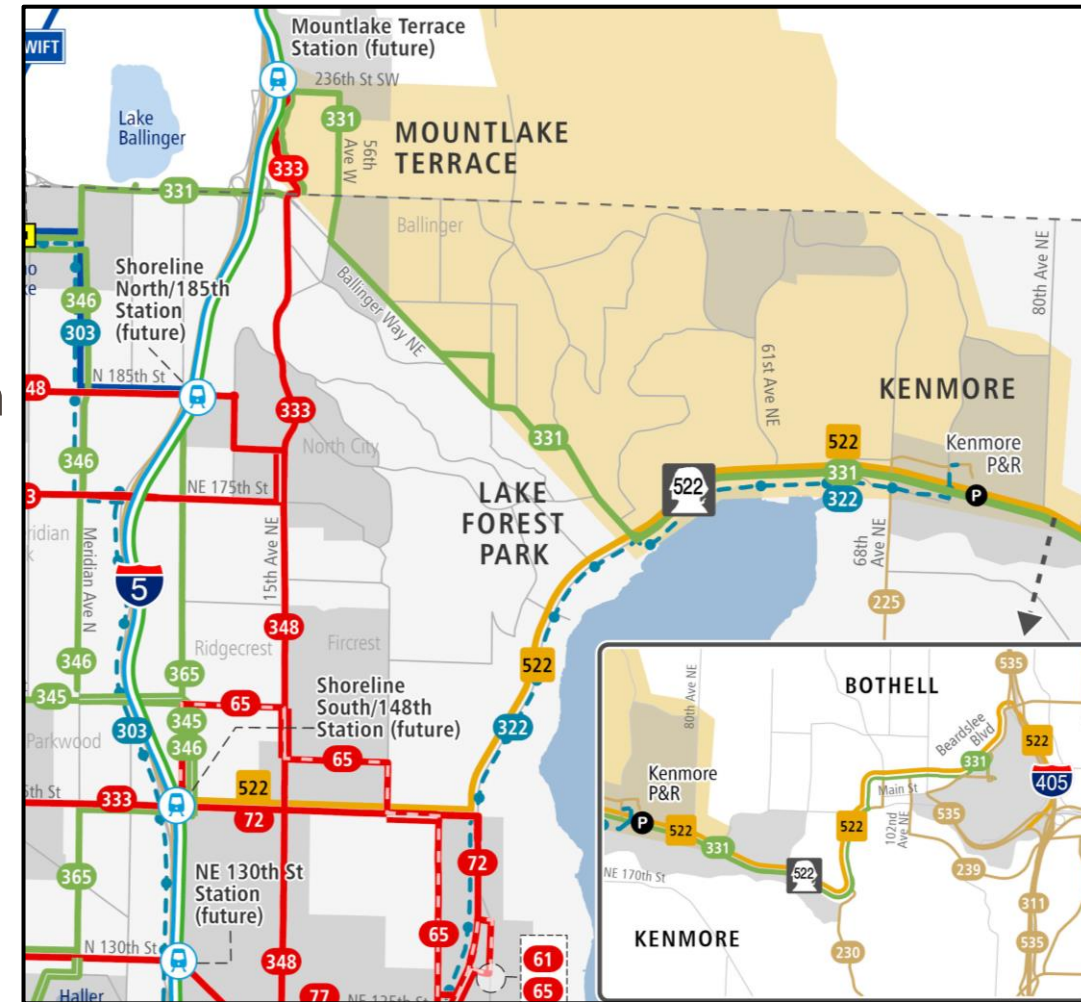
Three new and three improved east-west routes



Overall Equity Impact Review access results are net positive

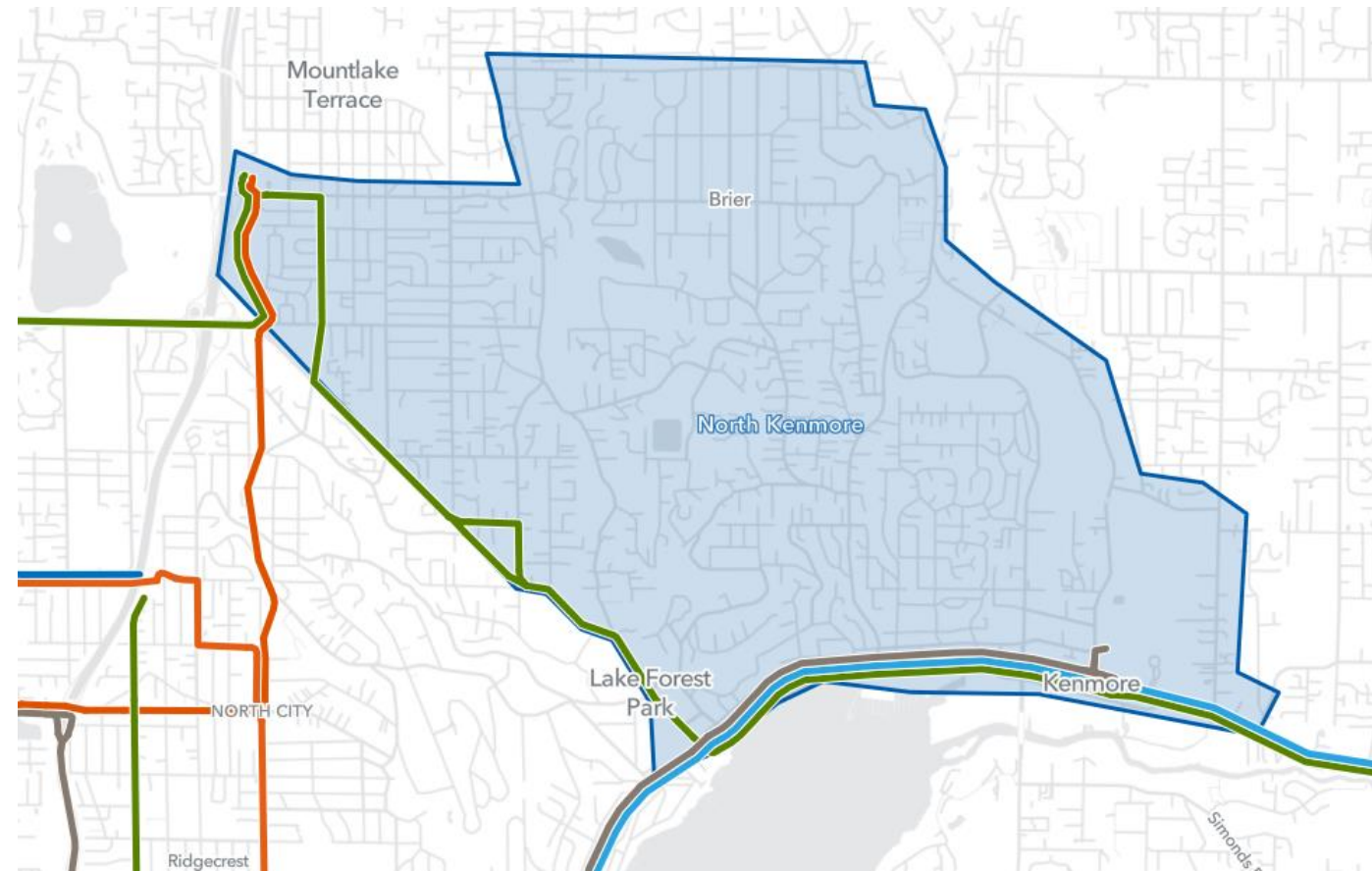
# Lake Forest Park highlights

- **Increased east-west connections**
  - Route 331 will be extended to Bothell, connect to Link at Mountlake Terrace Station
- **Improved night service**
  - Route 331 will run later into the night (12am weeknights, 11pm weekends)
- **South Lake Union service**
  - Route 322 revised to serve SLU and First Hill
- **Metro Flex**
  - New on-demand service
- **Priority populations have more access to more places on transit (per Equity Impact Review)**



# Metro Flex: North Kenmore, Lake Forest Park, Mountlake Terrace

- Flex overall positively received, improves equity results
- Request ride using app, call center, or web booking
- Provide start/end within service area, get pickup time
- Walk to nearby pick-up location
- Join a shared ride with 15 minute arrival, on average
- Accessible vehicle, bike racks, interpreter services available
- Same fare as bus, free transfers with ORCA



# Items in Lake Forest Park Metro is tracking

- **ST & Metro bus stops at NE 145<sup>th</sup> St**
  - Continue to partner with ST, jurisdictions (3!) and others on potential stop improvements
  - High priority for Metro
- **General frequency improvements desired, particularly on routes connecting with Link**
  - Help ensure fast and easy transfers
- **Phasing related to ST timelines (Route 522 revision, 130<sup>th</sup> Station opening)**

# Network Phasing Details

## Fall 2024

(1 Line extension opens Aug. 30, bus routes change Sept. 14)

- Implement all routes not mentioned here
- Extend existing Route 65 to the Shoreline South/148<sup>th</sup> St Station along NE 145<sup>th</sup> St (maintain service along NE 145<sup>th</sup> before Stride BRT and Route 72 are implemented)

## 2025

(1 + 2 Lines, ST 522 revised)

- Delete Route 372
- Implement new Routes 72 and 77. Route 77 would operate at minimum between Lake City and U District
- Revise Route 65 to serve NE 150<sup>th</sup> St and NE 155<sup>th</sup> St, per final network
- Revise Route 331 to extend to UW Bothell (other Route 331 changes to occur in Fall 2024)

## 2026 and 2028

- 2026: 130th St Station opens
- Extend new Route 77 from Lake City to Bitter Lake (if not already extended)
- 2028: Stride BRT opens

# SAFE SPEED STUDY

## *Evaluation of Posted Speed Limits*

City of Lake Forest Park  
April 2024



# WHAT IS THE PURPOSE OF THE STUDY

Section 6, Item B.

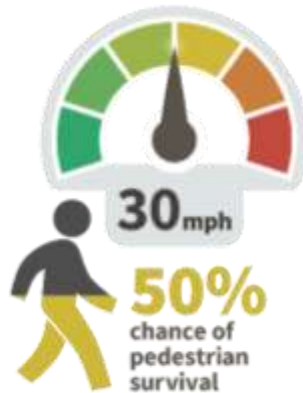
**Purpose:** *Propose a set of comprehensive speed limit changes based on updated speed limit setting methodology and promote safe speeds throughout the City.*

## KEY CONSIDERATIONS

- City Council adoption of NACTO 2020 *City Limits, Setting Safe Speed Limits on Urban Streets* publication on October 13, 2022 in Ordinance 1252.
- Speed limit changes should be based on a set of objective criteria and readily available data
- The City should strive for a consistent set of posted speed limits



# THE CASE FOR ADDRESSING SPEEDS



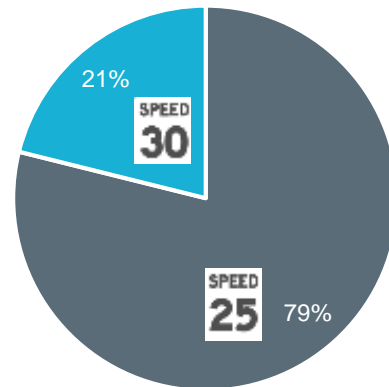
- Vehicle speed is directly linked to crash severity
- Risks for walkers and rollers increase exponentially as speeds increase

# OVERVIEW OF POSTED SPEED LIMITS

## Existing Context

- 13.2 miles of designated arterials and collectors
- Posted speed limits range from 25 to 30 MPH on City arterials and collectors
- Does not include state highways<sup>1</sup> (SR 522 & 104)
- 20 mph on some local streets

## Minor Arterials & Collectors



*Existing posted speed limits on  
Lake Forest Park  
arterials/collectors*

1. WSDOT has jurisdiction over speed limit setting on State Routes

# SPEED LIMIT SETTING METHODOLOGY

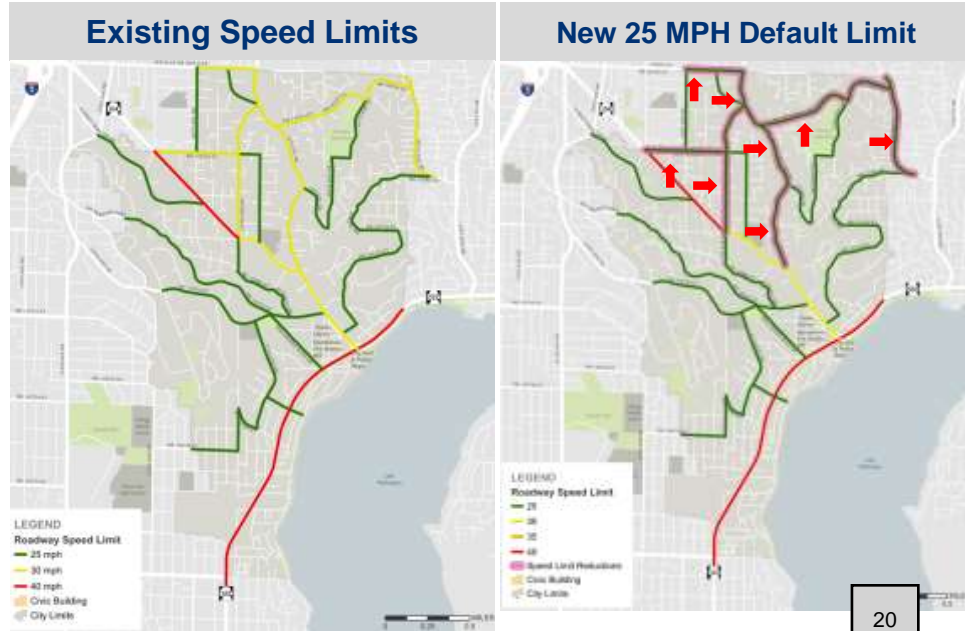
## Three Options Were Considered

1. Use 'old' methodology based primarily on 85<sup>th</sup> percentile speeds
2. Use tailored *City Limits* methodology based on a variety of roadway segment data
3. **Set default speed limit on all arterial and collector roadways**



# OPTION 3 – DEFAULT 25 MPH LIMIT ON ARTERIALS/COLLECTORS

- Speed limit lowered from 30 to 25 MPH on all existing 30 mph roadways
- Additional enforcement and traffic calming recommended on NE 195<sup>th</sup> St and 40<sup>th</sup> PI (the 2 segments remaining in Opt 2)



# RECOMMENDATION #1

Section 6, Item B.



Set a default 25 mph speed limit on arterial and collector roadways (Option 3). Implement additional calming measures on NE 195th Street and 40th Place

# LOCAL ACCESS STREETS

- Roadways not designated as arterials or collectors, are “local access” streets
- Approximately 39 miles of local access streets in City
- RCW 46.61.415 allows local jurisdictions to “*establish a maximum speed limit of 20 MPH*” and may do so without an engineering and traffic investigation



# RECOMMENDATION #2

Section 6, Item B.



Set the default speed limit to 20 MPH for all streets classified as “local access,” as allowed under RCW 46.61.415

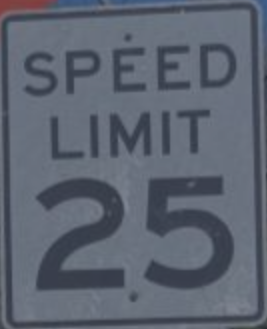
*Photo: Mayor of Salt Lake City after passage of legislation changing the speed limit on local streets to 20 MPH*

# IMPLEMENTATION STEPS

1. Outreach to the community to inform users about the revised speed limits
2. Perform targeted enforcement with warnings for a period of time after implementation
3. Re-visit existing traffic calming policies and funding allocations
4. Consider installing additional traffic calming measures at problem locations
5. Evaluate the posted speed limits on SR 104 and SR 522



# Q & A





# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date**                      April 11, 2024

**Originating Department**      Public Works

**Contact Person**                  Jeffrey Perrigo, Director of Public Works

**Title**                                      Acceptance of Safe Speed Study

### Legislative History

- First Presentation - December 14, 2023, Regular City Council Meeting
- Second Presentation – April 11, 2024, Regular City Council Meeting

### Attachments:

1. Transpo Group USA, Inc. - Final Draft of the Safe Speed Study

### Executive Summary

At the December 14, 2023, council meeting, the Transpo Group presented the first draft of the Safe Speed Study. Transpo Group has now completed the Final Safe Speed Study and will be presenting the Study to council for acceptance.

### Background

To address concerns from residents’ comments regarding speeding, the council requested that a citywide safe speed study be completed to assess the current speed limits and make recommendations for setting appropriate speeds. The city engaged Transpo Group to complete the study and their recommendations were presented to the council in December 2023.

### Fiscal & Policy Implications

Accepting the Final Safe Speed Study has no direct budget implications.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"><li>• Accept the Final Safe Speed Study</li></ul>	The Final Safe Speed Study is accepted.
<ul style="list-style-type: none"><li>• Decline to accept the Final Safe Speed Study</li></ul>	The Final Safe Speed Study will not be accepted and may undergo revisions.

**Staff Recommendation**

Staff recommends that the council pass a motion to accept the Final Safe Speed Study,` which will provide a framework for setting speed limits on City roadways.



# Safe Speed Study

March, 2024



The City of Lake Forest Park would like to thank and recognize the efforts of everyone who gave their time and energy to complete this study.

## Mayor

Tom French

## City Council

Lorri Bodi  
Tracy Furutani  
Larry Goldman  
Paula Goode  
Jon Lebo  
Semra Riddle  
Ellyn Saunders

## Lake Forest Park City Staff

Mike Harden  
Phillip Hill  
Jeffrey Perrigo

## Transpo Group

Bahar Azin  
Jon Pascal  
Brett Schock  
Paul Sharman

And a special thanks to all community members who spoke up and encouraged Lake Forest Park to be proactive about transportation safety and vehicle speeds within Lake Forest Park.





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<b>3</b>	<b>Methodologies for Speed Limit Setting</b>	<b>15</b>
<b>4</b>	<b>Conclusion</b>	<b>26</b>



1

# Introduction

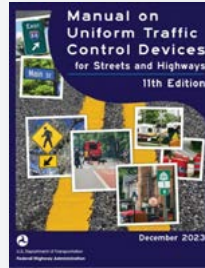


Based on Ordinance 1252 adopted by City Council in October 2022, speed limit setting policy was modified to confirm that posted speed limits be based on the overall land use context and desired functionality of the street system. Using the updated policy guidance, a safe speed study has been completed that has evaluated the posted speed limits for all public streets owned and maintained by the City. The objective was to identify a comprehensive set of speed limit changes, employing an updated methodology that prioritizes consistency and safety throughout the entire city.

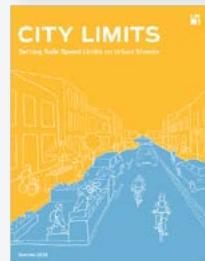
More recent industry research has focused on the link between vehicle speeds and roadway safety. The significance of reviewing vehicle speeds and the associated posted speed limits on city arterials lies in their direct correlation to crash severity. Research has persistently demonstrated that vehicle speed is a key determinant of crash severity. Even a marginal increase in speed significantly elevates the risk of serious injury and fatality for pedestrians and cyclists. Higher vehicle speeds limit a driver's perspective of the road, reducing reaction time and posing substantial safety risks.

Many recent industry publications have focused on best practices for setting speed limits, and were reviewed and utilized for the purpose of this study.

**These include:**



The Manual of Uniform Traffic Control Devices (MUTCD) recently updated its guidance to expand the focus away from 85th percentile speeds to incorporate additional information into the recommended process for speed limit setting.



The National Association of City Transportation Offices (NACTO) released City Limits: Setting Safe Speed Limits on Urban Streets guidance in summer 2020 which establishes a data driven and a roadway context-based approach to setting speed limits.



The National Cooperative Highway Research Program (NCHRP) established Posted Limit Setting Procedure and Tool User Guide as NCHRP Report 966.



Lastly, Washington State Injury Minimization and Speed Management Policy Elements and Implementation Recommendations was released in October 2020.





The Lake Forest Park City Council officially adopted the 2020 NACTO City Limits publication on October 13, 2022, through Ordinance 1252. The speed limit setting methodologies outlined in the NACTO City Limits document have provided the basis for how this study was conducted. The NACTO City Limits publication introduces a range of criteria distinct from the historical approach of setting speed limits based on prevailing speeds.

The primary goal of this study is to establish a uniform methodology for setting speed limits employing a data-driven approach. The data was used to identify correlations between speed and other roadway variables. Consistent speed limits are also crucial to preventing driver confusion and accounting for various factors beyond prevailing speeds.

The study exclusively concentrated on minor arterials, collectors, and local roadways. It did not evaluate speed limits on the state routes within the city; SR 104 and SR 522.

**The Case for Lowering Speeds**

Driver speed emerges as a prominent contributing factor in the majority of fatal and serious injury crashes in Washington State. In 2019, 86 percent of fatal and serious injury collisions occurred on roadways with a posted speed exceeding 25 mph. This compelling data underscores the significance of reassessing how speed limits are established, particularly in areas with a higher concentration of vulnerable road users. The ultimate aim is to cultivate a safer environment by aligning speed limits with data-driven methodologies and prioritizing public safety for all road users.



2

# Summary of Existing Roadway Conditions



To provide more context of roadway characteristics and existing vehicle speeds along corridors within the city, roadway factors influencing safety and vehicle speeds were reviewed. The review included an analysis of roadway characteristics including roadway functional classification, posted speed limit, crash records, and observed vehicle speeds. The analysis aims to paint a clearer picture of current operational conditions and pinpoint areas where safety concerns could be addressed by adjusting the posted speed limit.

### Roadway Functional Classification

NACTO defines roadway functional classification as “an ordering system that defines the part that any particular road or street should play in serving the flow of trips through a highway network”. This system defines how roadways are expected to be used by each mode and balances mobility and accessibility. Roadways of a higher functional classification (i.e. highways or principal arterials) prioritize vehicle throughput while minimizing access and, therefore, typically have higher speed limits than collectors or local streets. This concept is illustrated in Figure 1.

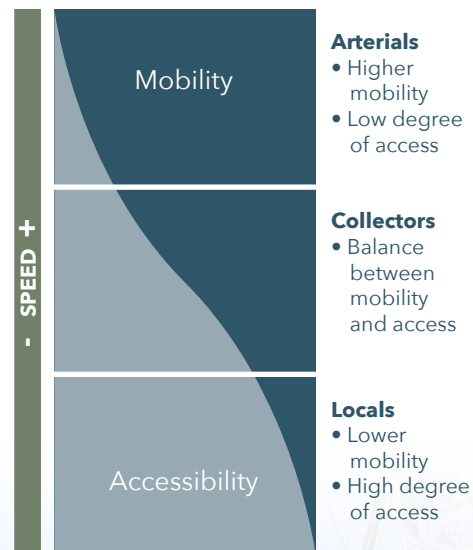


Figure 1. Functional Classification Roadway Priorities



The City of Lake Forest Park roadway system comprises four roadway functional classifications: Principal Arterial, Minor Arterial, Collector, and local streets as shown in Figure 2. This study primarily focuses on developing a speed limit setting methodology for arterial and collector roadways. A total of 13.2 center lane miles of arterials and collectors were subject to review and analysis to assess safety performance and roadway characteristics. The analysis excludes the two state highways SR 522 and SR 104, which are designated by the City as principal arterials, as their speed limits fall under the jurisdiction of the Washington State Department of Transportation (WSDOT).

The roadway functional classification is an important consideration in speed studies due to its designation of the intended role each street plays within the City's network.

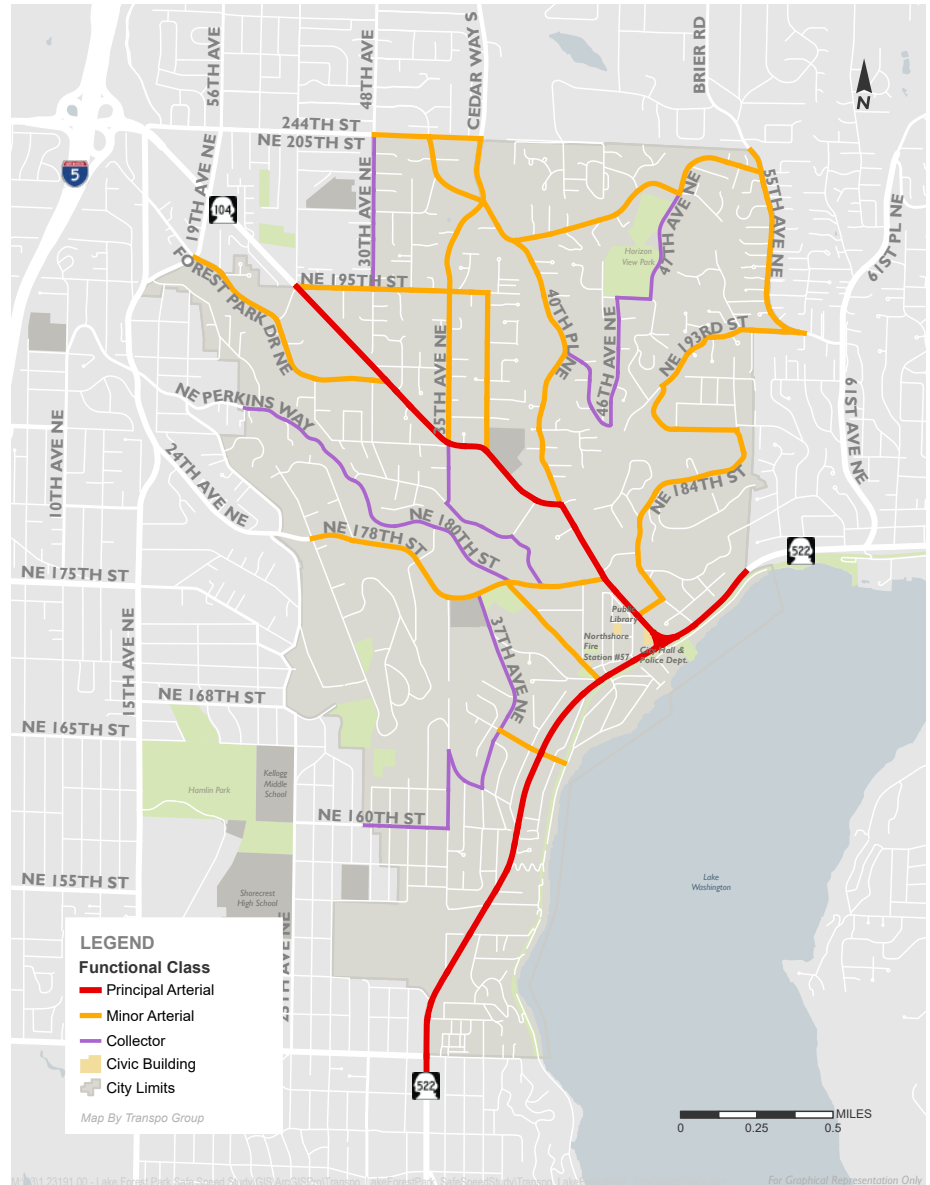


Figure 2. Functional Classification of Lake Forest Park Roadways

**Posted Speed Limits**

Existing posted speed limits within Lake Forest Park range from 20 mph to 35 mph. However, as the focus of this study is on arterial and collector street speeds, the speeds shown on Figure 3 only include collector and arterial roadways within the City.

Most speed limits on roadways within Lake Forest Park were set many years ago, when most roadways were still within unincorporated King County, before incorporation or annexation by the City. This led to irregularities between speed limits set by Lake Forest Park and King County. Establishing a comprehensive speed limit setting methodology ensures that all roadways within the City are set to the same standard, and no discrepancies exist between similar roadways. Figure 4 highlights the breakdown of existing speed limits along arterial and collectors within Lake Forest Park. Almost eighty percent of arterials and collectors have a posted speed limit of 25 mph.

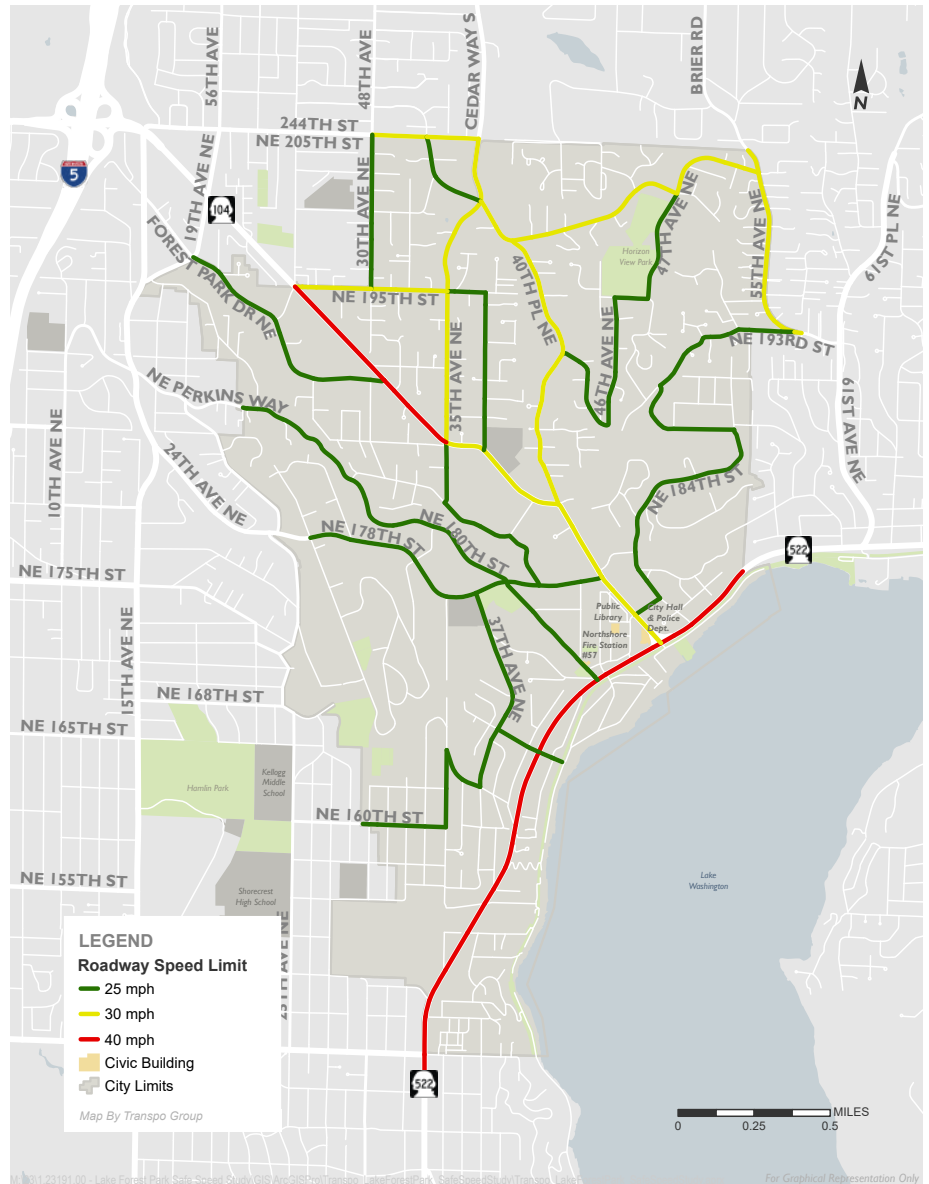
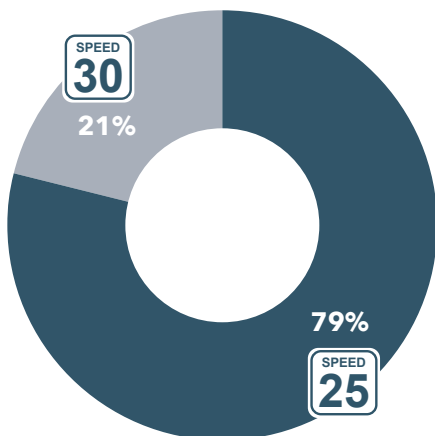


Figure 3. Posted Speed Limits in Lake Forest Park (Arterial and Collectors Only)

Figure 4. Range of Posted Speed Limits for Arterials/Collector Roadways in Lake Forest Park

### Crash History

In addition to functional classification, roadway safety is another important metric to consider when setting speed limits. Five-years of collision data from WSDOT's collision database from calendar years 2018 through 2022 was evaluated across the City. Figure 5 shows the location, type, severity, and frequency of collisions from 2018 to 2022 within Lake Forest Park.

Most pedestrian and bicycle collisions occurred within the town center, with one pedestrian collision resulting in serious injury. No fatal collisions occurred within the city between 2018 and 2022.

Generally, there are relatively low collision rates across most city collectors and arterials. There are a few intersections within the city limits that have had a high number of collisions, particularly around the town center and near the northern city limits. Notably, NE 178th Street has been shown to have a higher collision rate at its intersections compared to other roadways across the city.

The collision data also indicated that approximately 10 percent of crashes that resulted in an injury were due to drivers exceeding the speed limit. Additionally, the data shows that pedestrian and bicycle collisions have primarily occurred on roadways with posted speed limits over 25 mph. These data points further emphasized the need for speed limit adjustments within Lake Forest Park to address roadway safety concerns.

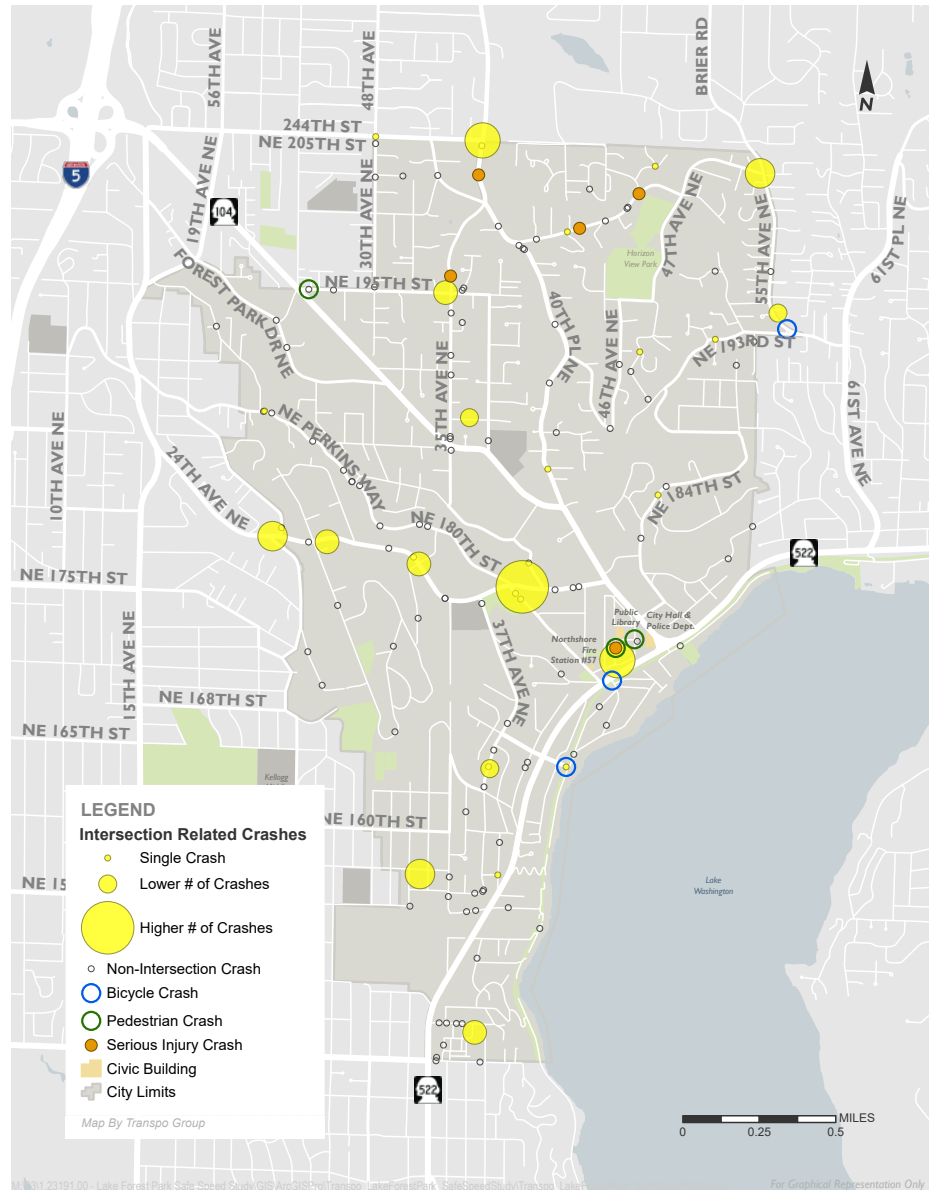


Figure 5. Citywide Collisions (not including State Routes) for 2018-2022

### Vehicle Speeds

Another important data point to analyze in addition to functional classification and safety data is existing roadway speed information. No new data was collected as part of this study, but historic data was compiled from previous data collection efforts and permanent speed radar signs and cameras. Figure 6 shows a map of speed cameras, radar speed signs, and locations where speed data has been collected along arterials or collectors.

The evaluation of speed data across the City included review of: average speed, 85th percentile speed (the speed at which 85 percent of vehicles are traveling at or below), the ratio of traffic exceeding 5 mph and 10 mph of the speed limit, and total traffic volumes.

The data reveals that almost 80 percent of roadways have 85th percentile speeds higher than the speed limit, averaging 6 mph more than the speed limit. The data also showed that roadways with 25 mph speed limits tend to have a higher gap between the posted speed limit and the 85th percentile speed, suggesting that speeding is more prevalent on 25 mph roadways. This data suggests that additional traffic calming measures may be an important consideration to re-enforce new speed limits.

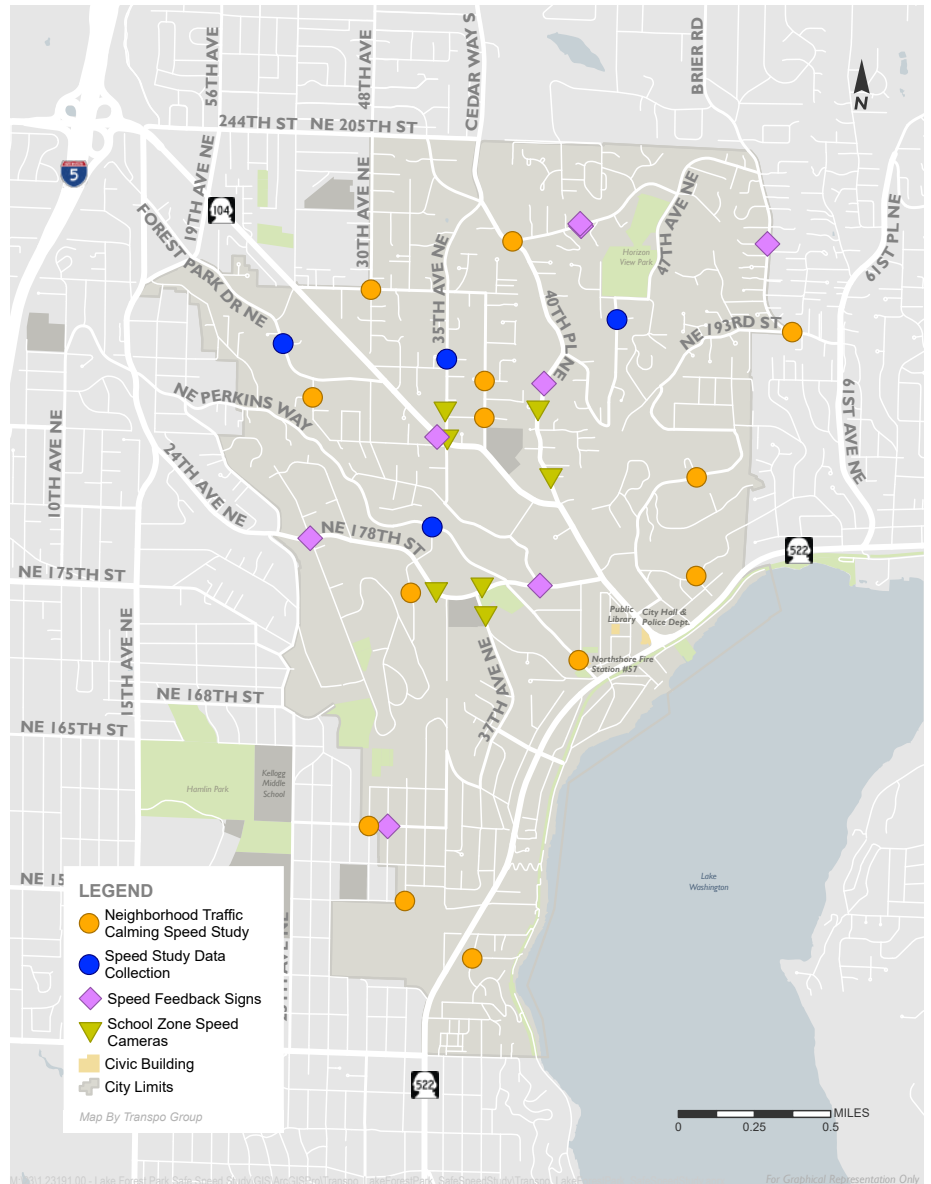


Figure 6. Enforcement Cameras and Radar Speed Signs Map in Study Area

Figure 7 provides a comparison of speed limits to average and 85th percentile speed across all minor arterial streets within Lake Forest Park where data was available.

As shown on Figure 7, two arterial corridors have average and 85th percentile speeds below the existing speed limit: 55th Avenue NE and 40th Place NE (between SR 104 and 45th Place NE). This suggests that these corridors would be ideal candidates for speed limit reductions, as the existing speeds on both roadways are already below the speed limit.

Many minor arterial roadways with 25 mph speed limits have average speed values approximately equal to the speed limit, with 85th percentile speeds three to five mph greater than the average speed. This suggests that drivers are generally following speed limits, and no speeding issues are identified.

Of the minor arterials with 30 mph speed limits, 40th Place NE (35th Avenue NE to 45th Avenue NE) and NE 195th Street have both average and 85th percentile speeds greater than 30 mph. This speed value suggests that lower speed limits on these corridors would likely require additional traffic calming or enforcement, as drivers are already speeding on these corridors.

**Arterials–Speed Data vs Speed Limit**

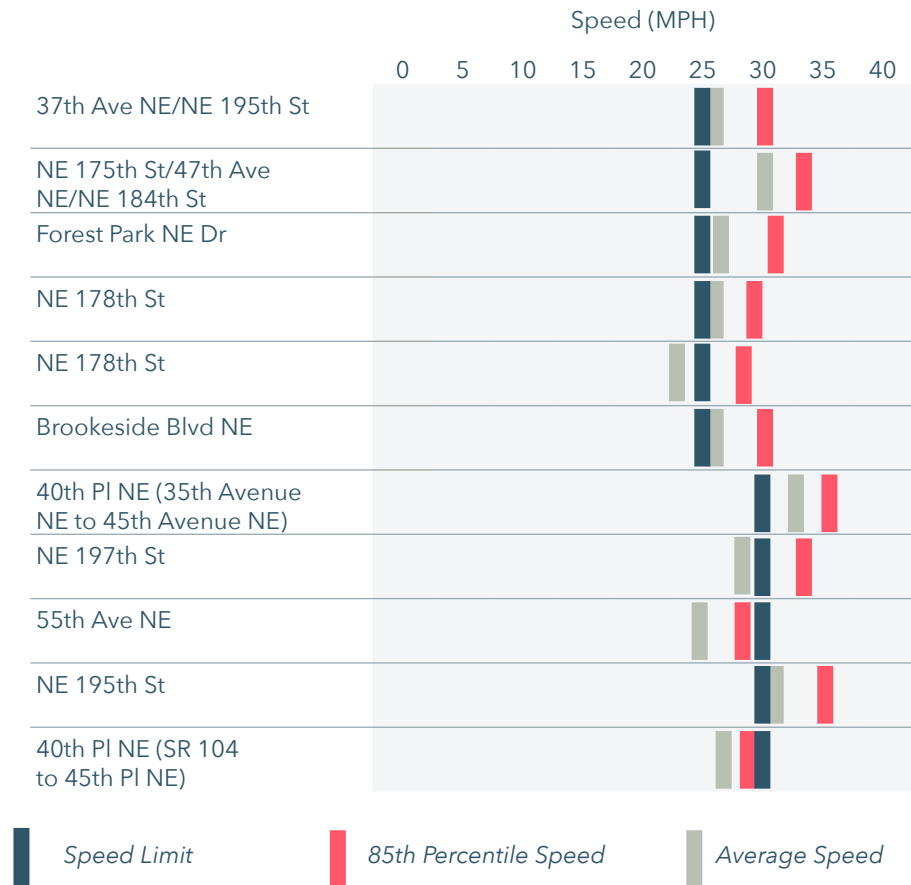


Figure 7. Summary of Recorded Speed in Minor Arterials



Comparisons of average and 85th percentile speeds to speed limits along Collector streets are shown in Figure 8.

All collector roadways within Lake Forest Park have 25 mph speed limits. The data in Figure 8 shows that some corridors have speeding challenges, including NE Perkins Way and 45th Place/46th Avenue NE. These corridors have 85th percentile speeds almost 10 mph over the speed limit which suggests additional enforcement or traffic calming may be recommended.

Given all the available data, the following section summarizes the methodologies reviewed for changing speed limits on the minor arterial and collector roadways within Lake Forest Park.

**Collectors—Speed Data vs Speed Limit**

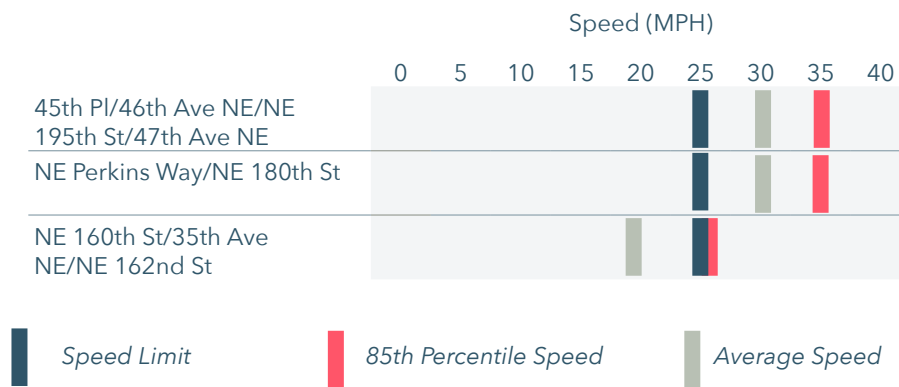


Figure 8. Summary of Recorded Speed in Collectors



3

# Methodologies for Speed Limit Setting



Historically, speed limits were evaluated and set primarily using the 85th percentile speed. As mentioned within the introduction, industry best practice has shifted to include a more holistic review of speed and safety data as well as roadway context information. For example, the most recent version of the MUTCD says:

**“Among the factors that should be considered when reevaluating speed limits are the following:**

- A. Roadway environment (such as roadside development, number and frequency of driveways and access points, and land use), functional classification, public transit volume and location or frequency of stops, parking practices, and pedestrian and bicycle facilities and activity;
- B. Roadway characteristics (such as lane widths, shoulder condition, grade, alignment, median type, and sight distance);
- C. Geographic context (such as an urban district, rural town center, non-urbanized rural area, or suburban area), and multi-modal trip generation;
- D. Reported crash experience for at least a 12-month period;
- E. Speed distribution of free-flowing vehicles including the pace, median (50th-percentile), and 85th percentile speeds; and
- F. A review of past speed studies to identify any trends in operating speeds.”

In an effort to follow industry best practices, a comprehensive database was compiled to capture posted speed limits, speed data (where available), traffic counts, collision records, surrounding land use details, proximity to pedestrian and bicycle generators, roadway functional classification, and roadway geometry for each minor arterial and collector within the city. The database was then linked to an online GIS map system to provide an interactive map for both the project team and city staff to review available data.

**Using the compiled dataset and discussion with city staff, three approaches were identified to establish citywide safe speed limits. These methodologies included:**

**Option 1—85th percentile speeds**

**Option 2—NACTO City Limits-based method**

**Option 3—Setting a citywide default speed limit on arterials and collector**

These three methodologies are explored in the following report sections.



### Option 1–85th Percentile Speeds

The 85th percentile speed limit methodology, previously employed by MUTCD, involves identifying the 85th percentile of free-flowing driving speeds within the corridor and setting the speed limits within 5 mph of that. However, the updated MUTCD (11th edition) does not recommend relying solely on the 85th percentile as the primary factor in setting speed limits. The new methodology suggests considering contextual factors such as land use, pedestrian activity, and crash data to establish a safe speed limit.

Previously, MUTCD used the 85th percentile method for setting speed limits on roadways. The 85th percentile speed checks the speed at which 85 percent of drivers are traveling at or below on a road segment. Speed data collected during a 24-hour weekday period is utilized to determine this speed. The speed limit is then set to the nearest 5 mph increment to the 85th percentile speed.

For the purpose of this study, the 85th percentile speed option is primarily included as a point of comparison for the other two methodologies. Setting speed limits based solely on 85th percentile speeds is an outdated methodology that Lake Forest Park staff were interested in including only for comparison purposes.

Assuming that this methodology were to be applied, the traffic data summarized in Figure 7 indicated that two roadways would be candidates for lower of speed limits, as shown in Figure 9.

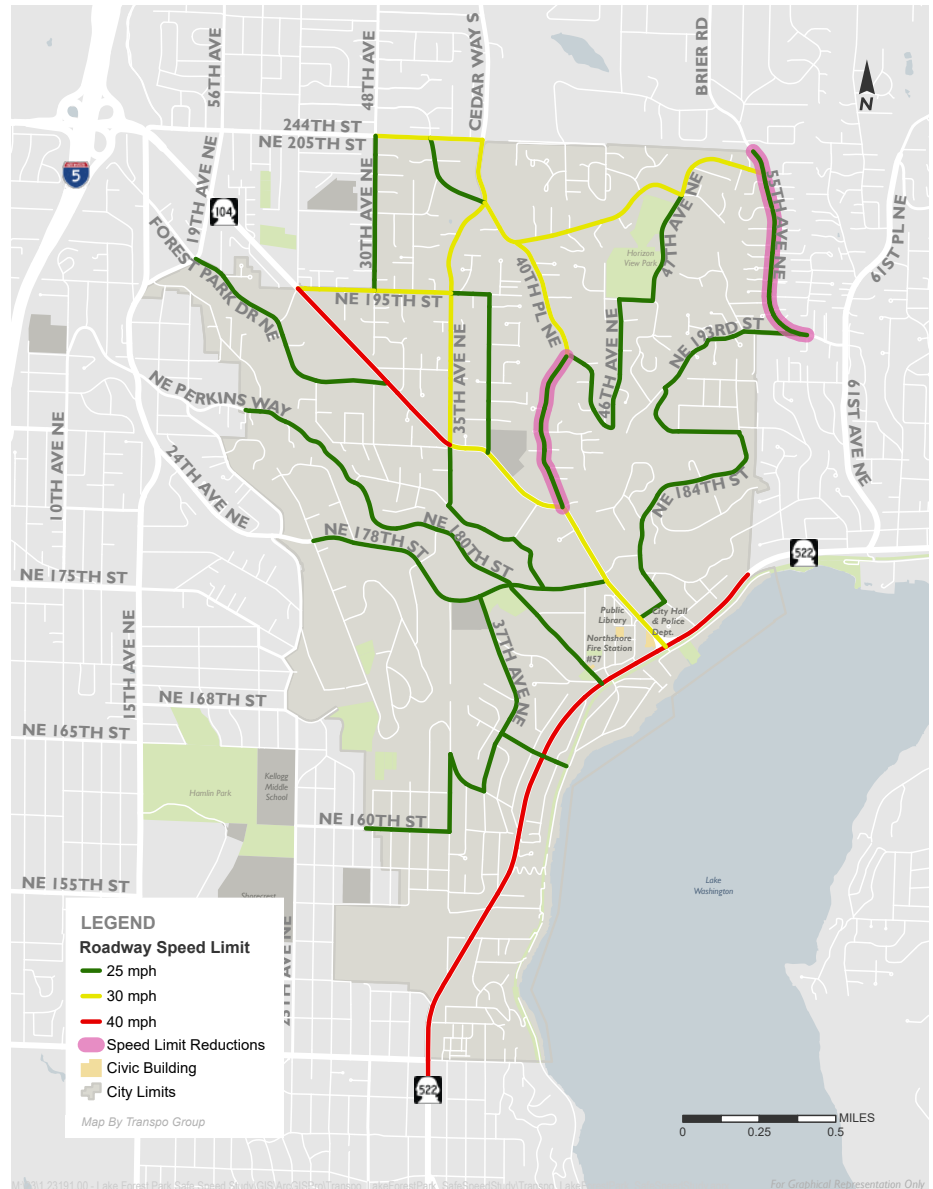
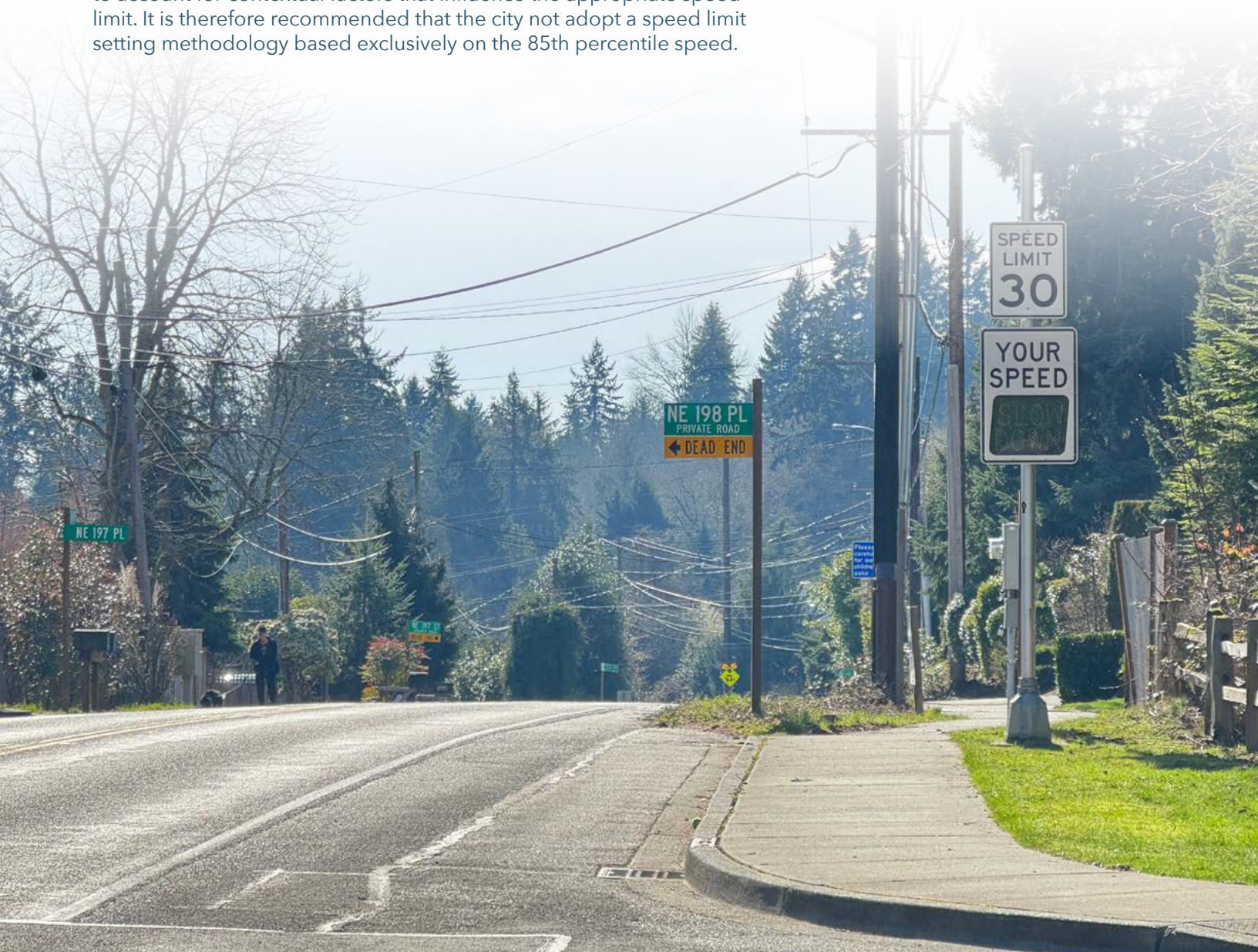


Figure 9. Map of Speed Limit Resulting from 85th Percentile Option

### Option 1 Findings

Adoption of a speed limit methodology relying exclusively on 85th percentile speeds would result in speed limit decreases on two roadway corridors: 40th Place NE and 55th Avenue NE. This methodology acknowledges a subset of drivers who may be resistant to changing their speed, regardless of the established speed limit. However, it is designed to address extremes and considers the perspective of drivers, aiming to establish a dynamic target based on driver behavior. However, this methodology falls short in setting speed limits based on safety targets, limiting a city's ability to mitigate safety concerns. Additionally, it fails to account for contextual factors that influence the appropriate speed limit. It is therefore recommended that the city not adopt a speed limit setting methodology based exclusively on the 85th percentile speed.



### Option 2—NACTO City Limits based Methodology

The second option for setting speed limits within Lake Forest Park is built upon the City Limits method outlined in “Setting Safe Speed Limits on Urban Streets” by the National Association of City Transportation Officials (NACTO) and Publication Report 966 by the National Cooperative Highway Research Program (NCHRP) on posted speed limit setting procedures and tools.

NACTO’s City Limits methodology employs a conflict density (how frequently potential conflicts arise on a given street) and activity level (how active a street currently is or is expected to be) matrix to determine the appropriate speed limit. The NACTO City Limits methodology was developed particularly for urban roadways but can be adapted and changed to fit the context of any jurisdiction. The NACTO City Limits methodology was tailored to the unique nature of Lake Forest Park roadways, and uses two indices; roadway context and multimodal activity/safety to determine the speed limit. These factors are evaluated in a matrix, with each component scored as an index.

The multimodal activity and safety index (on the vertical, or Y axis), is an effort to gauge the expected level of pedestrian and bicycle activity and the relative safety of the roadway, ranging from 1 to 3. A roadway with high multimodal activity or a history of safety issues is ranked as 1, while a score of 3 indicates a roadway with minimal pedestrian or bicycle presence and no safety concerns. The result of this system is that roadways with higher pedestrian and bicycle volumes or a history of safety issues result in lower speed limits.

The roadway context index (on the horizontal, or X-axis) evaluates adjoining land use and designated pedestrian and bike routes, ranked from A to C. Roadways with a Roadway Context score of A are roadways in urban areas with a higher likelihood of conflict density. In contrast, roadways with a score of C are more rural, with fewer conflict points. This scoring system means that roadways bordered by higher-density land uses and urban areas warrant lower speed limits.

Figure 10 shows the City Limits speed-setting methodology applied to Lake Forest Park minor arterial and collector roadways.

		Roadway Context		
		 A	 B	 C
Multimodal Safety Index	 1	SPEED 20	SPEED 25	SPEED 25
	 2	SPEED 25	SPEED 25	SPEED 30
	 3	SPEED 25	SPEED 30	SPEED 30

Figure 10. City Limit Speed Setting Matrix for Lake Forest Park

**Roadway Context**

Determining the roadway context for each minor arterial and collector within Lake Forest Park is evaluated through a yes-no flow-chart, as depicted in Figure 11.

Within this methodology, roadways receive a higher roadway context score (and thus a lower speed limit) in areas of higher density and/or activity, as measured by surrounding land use and pedestrian or bicycle route designations within the City’s Comprehensive Plan. Currently, no roadways fall into Roadway Context A in Lake Forest Park, but the category was nevertheless developed to ‘future-proof’ the methodology to account for potential future increased density.

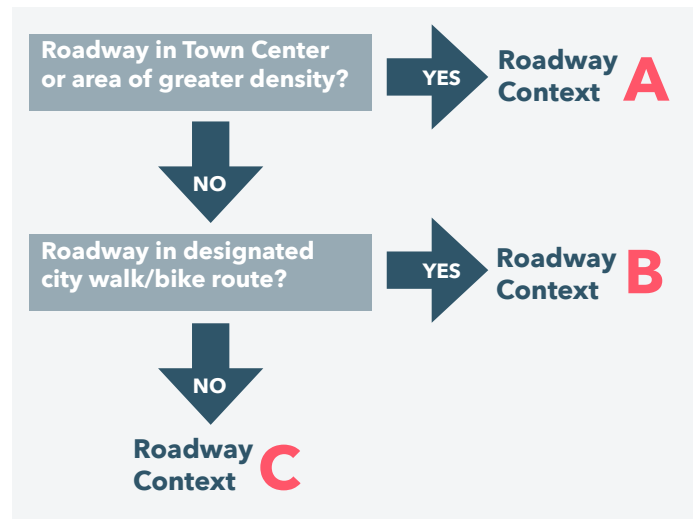





Figure 11. Flowchart to Determine Roadway Context Index

**Multimodal Activity and Safety Index**

The objective of the multimodal activity and safety index is to have streets with higher pedestrian and bicycle activity or a history of safety issues result in lower speed limits. Given there is limited pedestrian and bicycle count data for Lake Forest Park roadways, proximity to pedestrian and bike generators, such as schools, parks, and town centers, is used as a proxy to estimate the level of multimodal activity. Safety data was captured from the five years of WSDOT collision history data.

The developed methodology assesses four criteria for assigning points to road segments: multimodal activity, collision history, traffic speed, and daily traffic. Based on point values, index values are assigned for multimodal activity and safety index scoring. Figure 12 shows the criteria and their corresponding safety index. The higher the points, the lower the resulting speed limit.

Criteria	Measure	Points	Total Points
Multimodal Activity	Proximity to School	3	 >6 pts 1
	Proximity to Park	2	
	Proximity to Town Center or Neighborhood Business Land Use	2	
Collision History	Roadway has at least one serious injury/fatal collision in last five years	3	 3-6 pts 2
	Roadway has at least one pedestrian or bicycle collision in last five years	1	
Vehicle Speeds	Roadway has 85 percentile speed 3 mph or less of speed limit	3	 <3 pts 3
Daily Traffic	Average Daily Traffic Volumes < 2,000 vehicles	2	

Up to 16 possible points

Figure 12. Roadway Multimodal Activity and Safety Index Scoring

To apply this methodology, a speed limit setting tool was developed, built off the database containing information for each roadway segment. The tool automatically calculates the roadway context and multimodal activity and safety index scores to identify the appropriate posted speed limit. The tool also highlights the overall change from the current

speed limit. However, changes to speed limits are limited to 5 mph, based on best practice research and national guidance in the MUTCD indicating that speed limits are not decreased by more than 5 mph at one time. Figure 13 shows a screen capture of the developed speed limit setting tool.

Segment ID	Segment Name	Functional Classification	Existing Speed Limit	95th Percentile Speed	ADT	Setback or Front Lot	Ped or Bike Collor	School Zone	New Park	Land Use	City Designated Walk or Bike Route?	Roadway Activity and Safety Index	Roadway Activity and Safety Index	Roadway Context
01	20th Ave NE (NE 195th St to NE 205th St)	Collector	25			No	No	Yes	No	RS 7	Walk	7	1 B	
02	NE 205th St (20th Ave NE to 27th Ave NE)	Minor Arterial	30			No	No	No	Yes	RS 7	Bike	6	2 B	
03	33rd Ave (NE 205th St to 25th Ave NE)	Minor Arterial	25			No	No	No	No	RS 7	No	4	2 C	
04	35th Ave NE (195th St to NE 205th St)	Minor Arterial	30			Yes	No	No	No	RS 9 & RS 7	Walk and Bike	7	1 B	
05	40th PI NE (25th Ave NE to 45th PI NE)	Minor Arterial	30	38	2,252	No	No	No	Yes	RS 9 & RS 7	Walk and Bike	2	3 B	
06	NE 197th St (40th PI NE to 47th Ave NE)	Minor Arterial	30	33	3,662	Yes	No	No	Yes	RS 9	Walk and Bike	5	2 B	
07	NE 204th St (NE 20th Pl to 25th Ave NE)	Minor Arterial	30			No	No	No	No	RS 9 & RS 7	Bike	4	2 D	
08	55th Ave NE (City limits to NE 193rd St)	Minor Arterial	30	28	2,944	No	Yes, Bike	No	No	RS 9 & RS 7	Bike	3	3 B	
09	45th Pl 45th Ave NE / NE 195th St / 47th Ave NE (40th PI NE to NE 20th Pl)	Collector	25	34	2,271	No	No	No	Yes	RS 9	Walk (partial)	2	3 B	
10	NE 195th St (SR 104 to 25th Ave NE)	Minor Arterial	30	36	2,736	No	Yes, Ped	No	No	RM 1 & RM 2 & RS 7	Walk (partial)	1	3 B	
11	25th Ave NE (195th St to SR 104)	Minor Arterial	30			No	No	Yes	No	RS 7 & RS 10 & Neighborhood business	Walk and Bike	5	1 B	
12	37th Ave NE / NE 195th St (SR 104 to 25th Ave NE)	Minor Arterial	25	30	958	No	No	Yes	No	RS 7 & RS 10 & Neighborhood business	No	7	1 C	
13	40th PI NE (SR 104 to 45th PI NE)	Minor Arterial	30	29	200	No	No	Yes	No	RS 9 & RS 10	Walk and Bike	7	1 B	
14	NE 17th St / 45th PI NE / NE 17th Pl / NE 193rd St (53rd Ave to 56th Ave NE)	Minor Arterial	25			No	No	No	No	RS 9 & RS 7 & RS 15 & Neighborhood Business	Walk (partial)	6	2 B	
15	NE 175th St / 47th Ave NE / NE 184th St (SR 104 to 53rd Ave NE)	Minor Arterial	25	33	1,620	No	No	No	No	RS 7 & RS 15 & RS 20	Walk (partial)	2	3 B	
16	Forest Park Dr (NE 196th St to SR 104)	Minor Arterial	25	31	739	No	No	No	No	RM 1 & RS 10 & RS 15	Walk and Bike	2	3 B	
17	35th Ave NE / NE 192nd St / 40th Ave NE (SR 104 to NE 175th St)	Collector	25			No	No	Yes	No	RS 10 & RS 20 & RS 15	Walk and Bike	7	1 B	
18	NE Perkins Way / NE 188th St (City limits to NE 175th St)	Collector	25	34	1,491	No	No	No	No	RS 10 & RS 15 & RS 20 & RS 9	Walk and Bike	2	3 B	
19	NE 175th St (25th Ave NE to 37th Ave NE)	Minor Arterial	25	29	355	No	No	Yes	No	RS 7 & RS 15 & RS 20	Walk and Bike	5	2 B	
20	NE 175th St (37th Ave NE to SR 104)	Minor Arterial	25	28	2,249	No	No	Yes	Yes	RS 15 & RS 20	Walk and Bike	5	2 D	
21	Brookside Blvd NE (NE 175th St to SR 522)	Minor Arterial	25	30	388	No	No	No	Yes	RS 15 & RS 7	Walk and Bike	4	2 B	
22	37th Ave NE (NE 162nd St to NE 175th St)	Collector	25			No	No	Yes	Yes	RS 15 & RS 7	Walk	9	1 B	
23	NE 160th St / 25th Ave NE / NE 162nd St (city limits to 37th Ave NE)	Collector	25	25	1,125	No	No	No	No	RS 7	Walk (partial)	4	2 B	
24	NE 160th St (37th Ave NE to Beach Dr NE)	Minor Arterial	25			No	No	No	No	RS 7	Walk and Bike	4	2 B	

Figure 13. Speed Limit Setting Tool



**Option 2 Findings**

Based on the NACTO City Limit-based methodology, a total of six roadways are recommended for speed limit reductions from 30 mph to 25 mph. Two roadways, NE 195th Street and a section of 40th Place NE, are recommended to remain at 30 mph due to limited multimodal activity, existing speeds already above the speed limit, low traffic volumes, and no history of safety concerns. Figure 14 displays the proposed speed limit maps using the NACTO City Limit-based methodology.

The customized City Limits methodology offers a flexible, data-driven approach to setting speed limits across the city. It standardizes the approach to speed limit setting and eliminates inconsistencies in speed limits on similar roadways across the city. This methodology is also designed to be 'future-proof' such that it will be sensitive to changing land use patterns. If future land use changes occur, such as increased density, the methodology will result in further speed limit reductions.

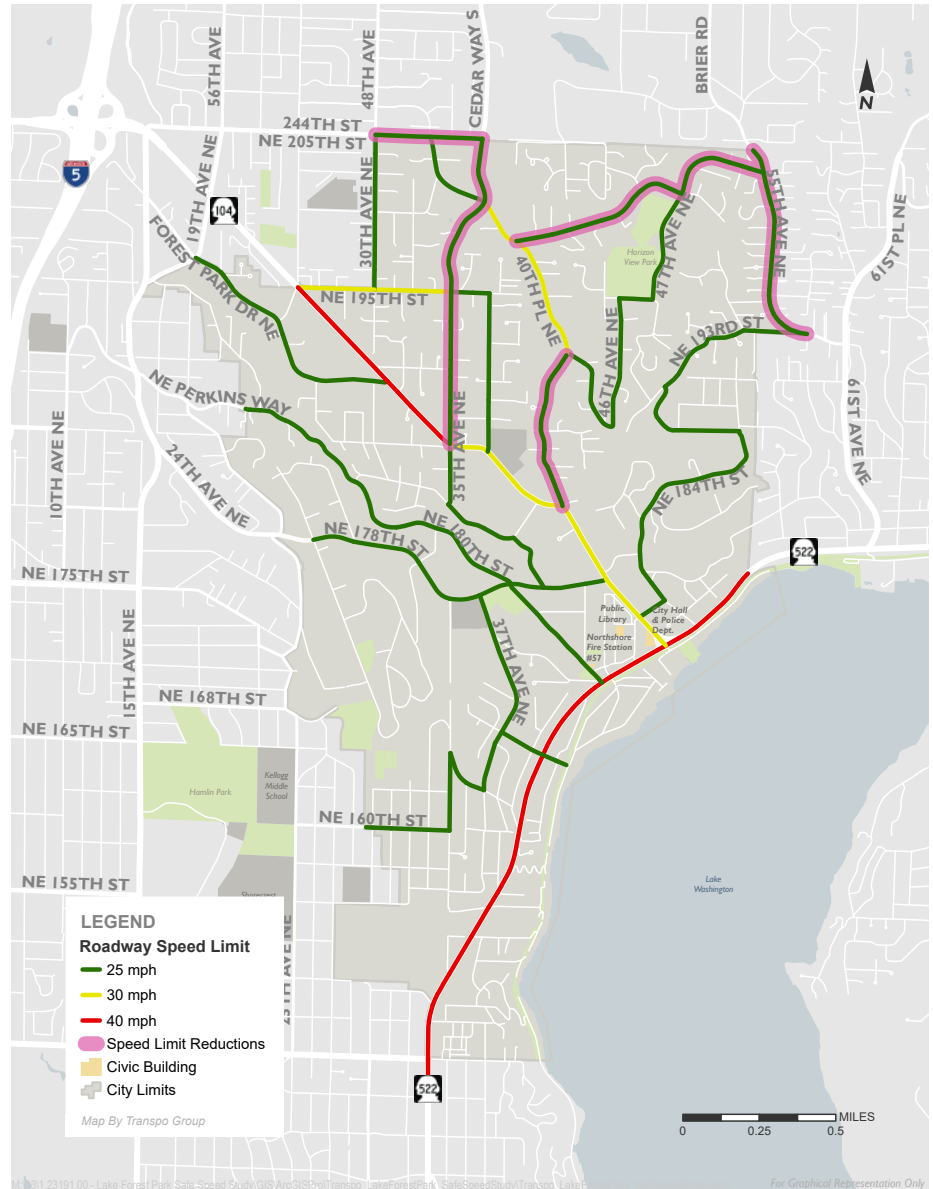


Figure 14. Map of Speed Limit Resulting from NACTO City Limits Option

### Option 3—Default 25 MPH on Arterial & Collector Streets

The third option for setting speed limits that was explored in this study establishes a default speed for all arterials and collectors. Default speed limits are also identified as one of two recommended options within NACTO's City Limits Methodology (the other being the activity level and conflict density matrix methodology used in Option 2). This streamlined approach simplifies the process, treating all roadways uniformly, thereby reducing the number of factors to consider and facilitating clearer communication. Setting or lowering default citywide speed limits is an inexpensive, scalable way to quickly improve safety outcomes, and establish a basis for larger safety gains. Default citywide limits also provide consistent expectations and messages about speed across the jurisdiction, which is easy for drivers to follow.

By implementing this approach, the posted speed limit for roadway segments across Lake Forest Park with a 30 mph limit would be adjusted to 25 mph. Figure 15 illustrates this transition in speed limits based on the proposed approach.

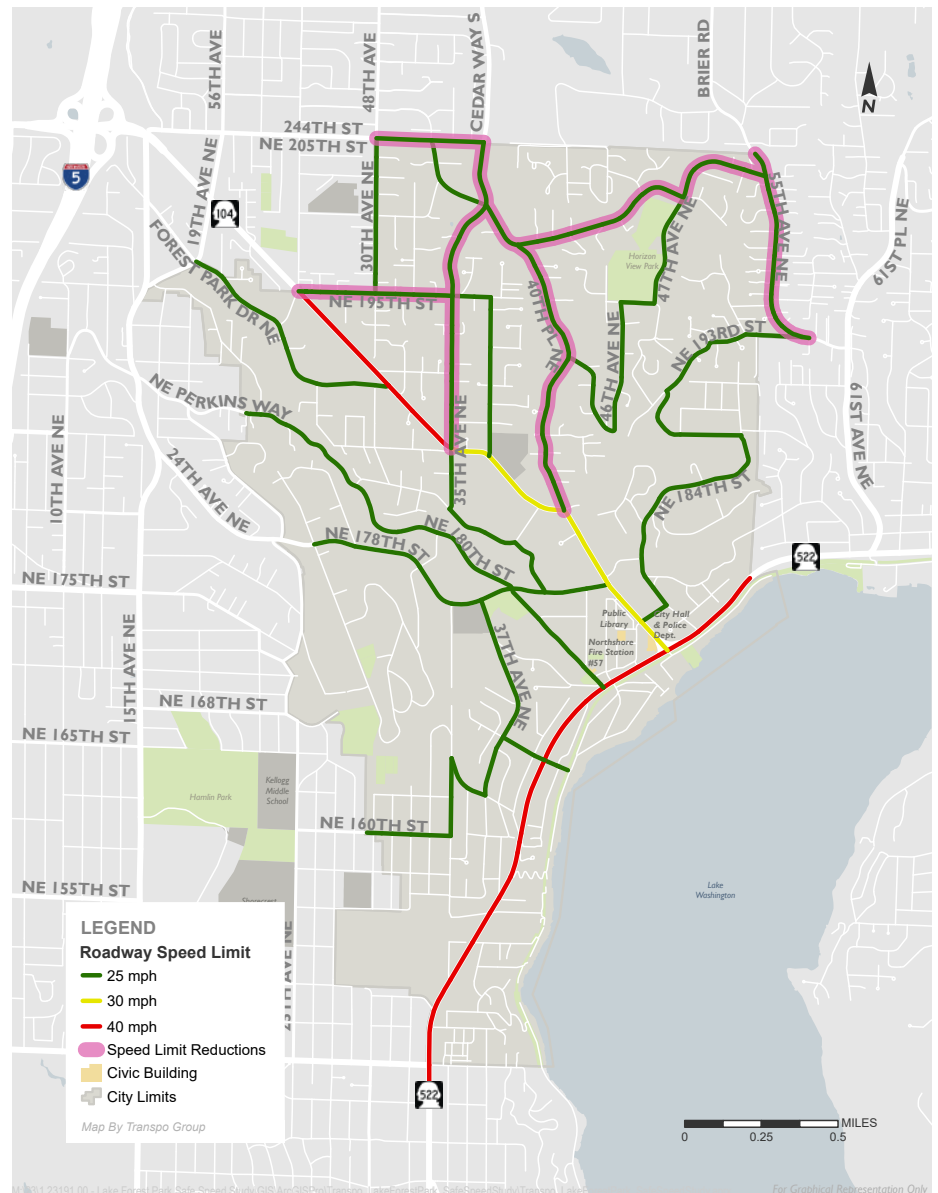
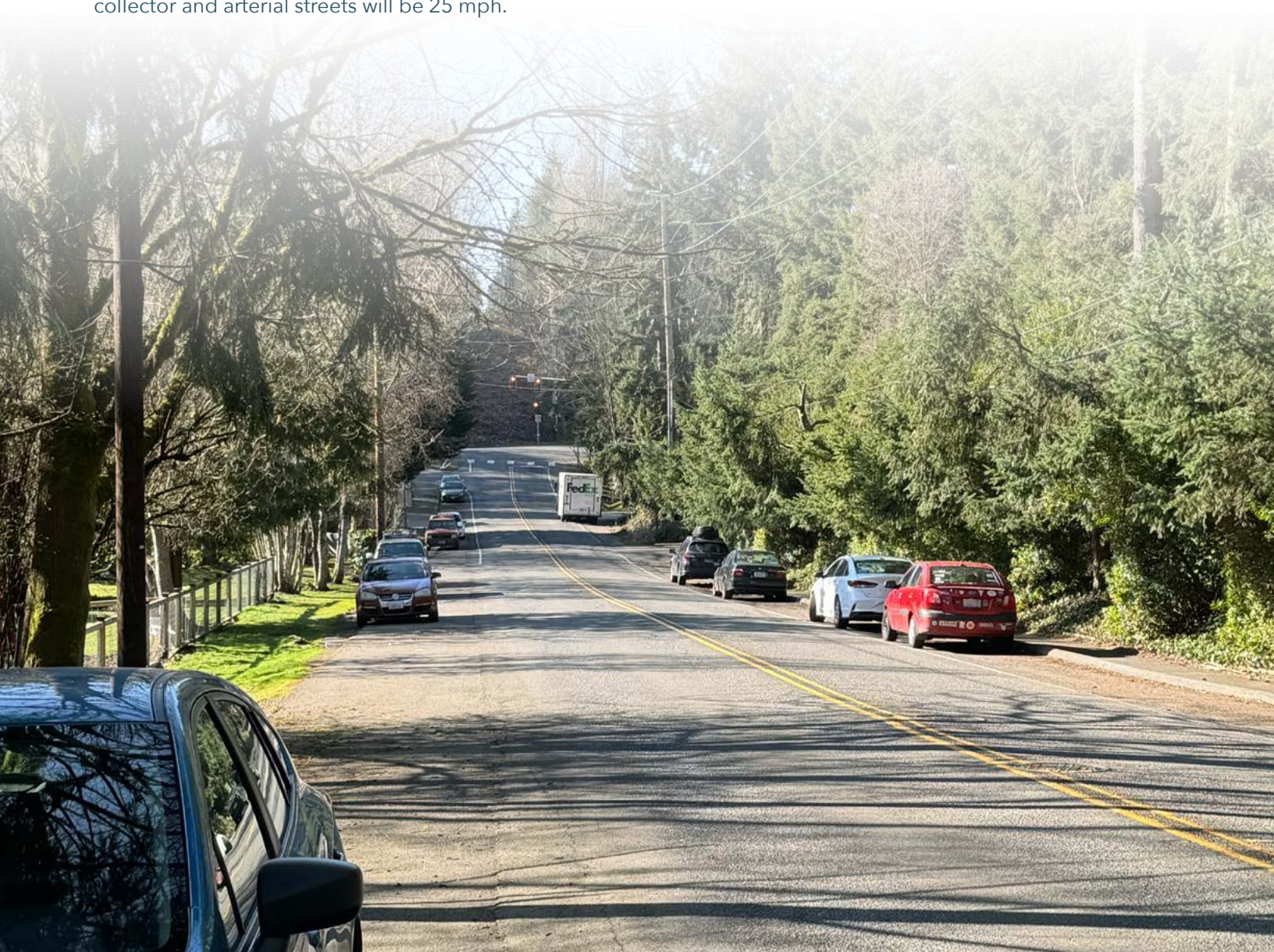


Figure 15. Map of Speed Limit Resulting from Default 25 mph Limit on Arterials/Collectors

**Option 3 Findings**

The resulting speed limit changes from Option 3 (default 25 mph speeds) are similar to those in Option 2 (City Limits based methodology). The only differences are that NE 195th Street and a section of 40th Place NE would also decrease to 25 mph in Option 3. Existing speed data on these roadways suggest that lowering roadways may require additional traffic calming measures because both roadways have 85th percentile speeds over 35 mph.

The primary advantage of this methodology is that it creates a simple and clear public message, that all city collector and arterial streets will be 25 mph.



### Speed Limits on Local Access Streets

In addition to the modifications made to the arterial and collector roadways, potential adjustments to local access street speed limits were also considered. Local streets are those that are not designated as arterials or collectors and were not included in any of the three methodologies for setting speed limits. The key characteristics of local streets include low traffic volumes, more direct property access, and slower vehicle speeds. The City currently maintains approximately 39 miles of local streets.

Under the provisions of RCW 46.61.415, local jurisdictions are granted the authority to establish a maximum speed limit of 20 mph without necessitating an extensive engineering or traffic investigation. The roadways shown Figure 16 would all be candidates for a 20 mph speed limit. Lake Forest Park has already reduced speed limits on some local roadways south of SR 522 to 20 mph.

A 20 mph speed limit on local streets supports the safe movement all users since local streets tend to have low volumes and operating speeds.

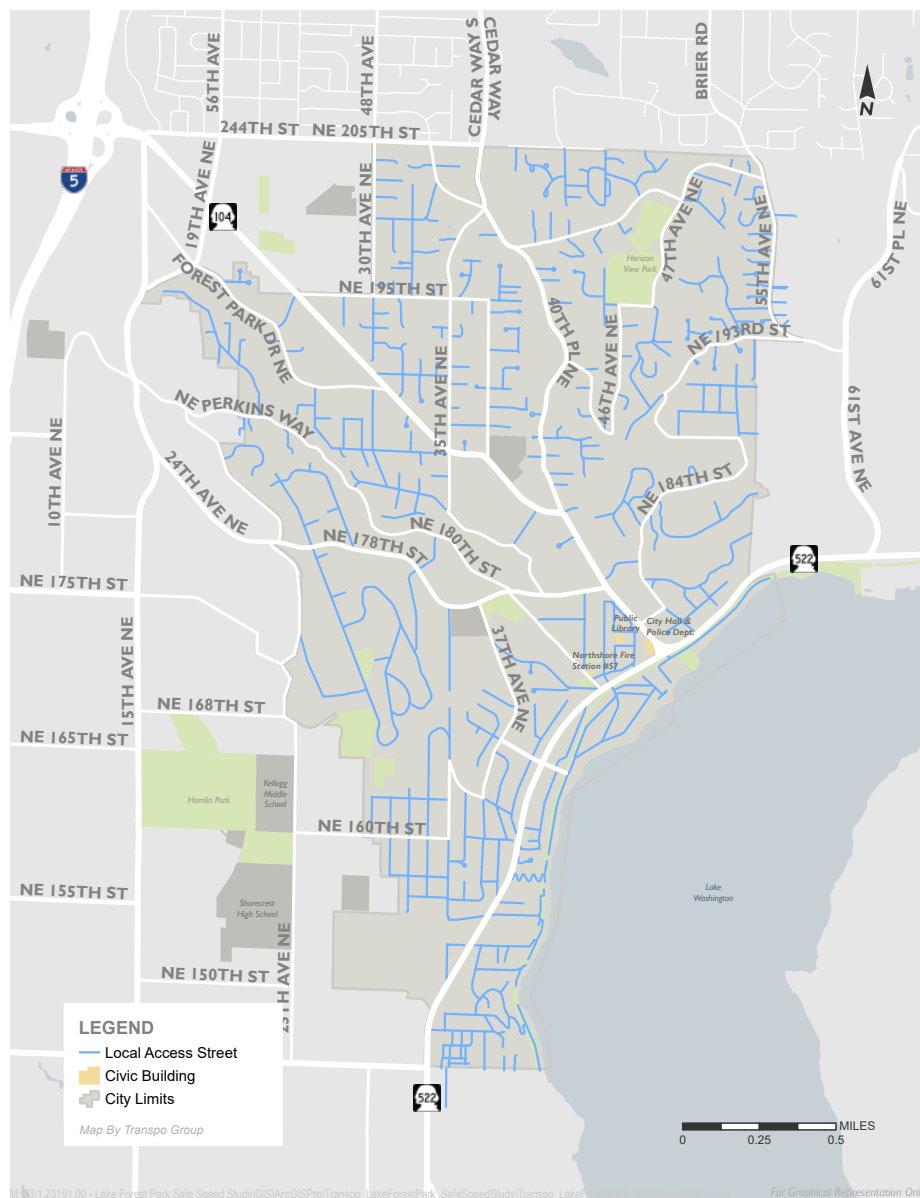


Figure 16. Local Access Streets in Lake Forest Park

### Other Applications of 20 mph Speed Limits

This regulatory framework, allowing for a 20 mph speed limit on local streets, has found widespread acceptance and application across various agencies. Noteworthy examples include the cities of Seattle, Tacoma, and Bainbridge Island in Washington State, as well as cities like Boulder, Denver, Washington DC, Portland, and Salt Lake City.

4

# Conclusion



The Safe Speed Study was undertaken to formulate effective speed management strategies and posted speed limit methodologies for the City of Lake Forest Park. Employing a variety of industry best practice methodologies, the City's citywide speed limits were analyzed. Recognizing the diverse conditions and contextual roadway classifications in Lake Forest Park, a comprehensive speed limit-setting strategy was crafted to integrate various roadway parameters and characteristics when determining safe posted speed limits along different roadway segments.

The speed limit setting methodology, based on the NACTO City Limit framework, takes into consideration crucial factors such as nearby land use, roadway classification, pedestrian and bicycle activity, safety data, as well as traffic and speed data.

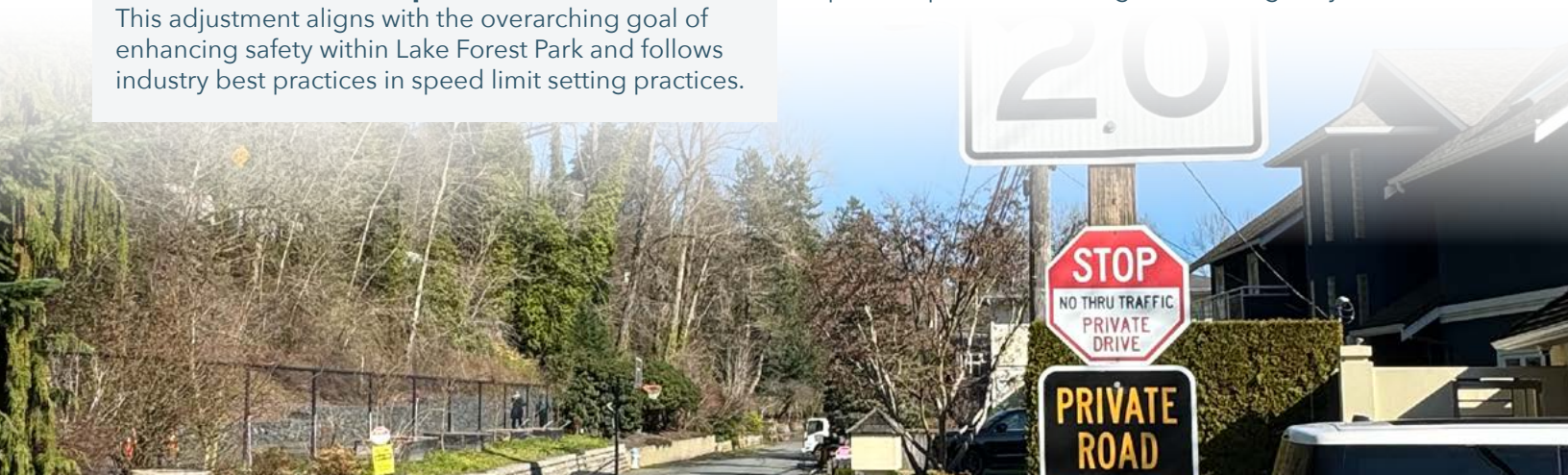
Three speed limit setting methodologies were presented to the Lake Forest Park City Council on December 14, 2023. The discussions resulted in members of City Council providing general direction that the default 25 mph speed limit for arterials and collectors within the City (Option 3), was the preferred methodology.

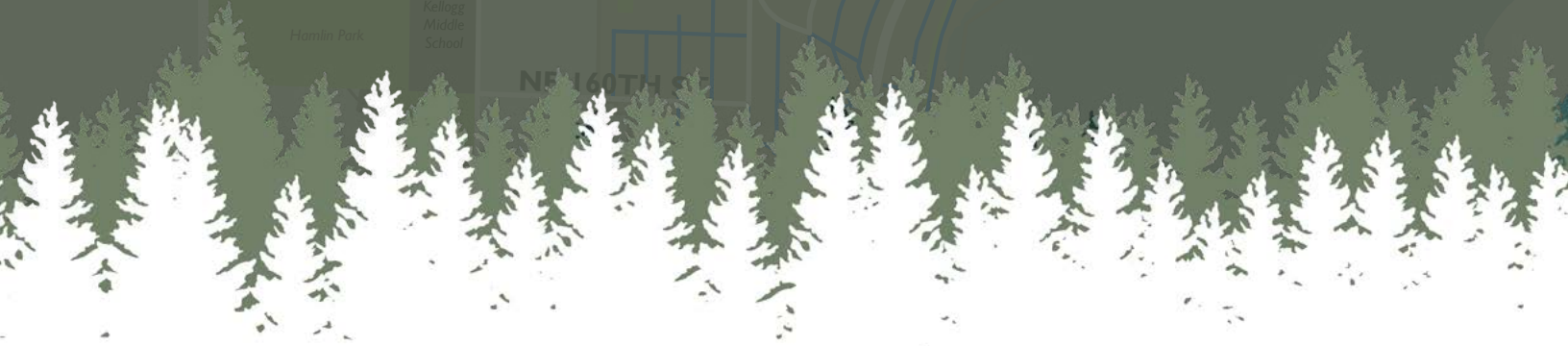
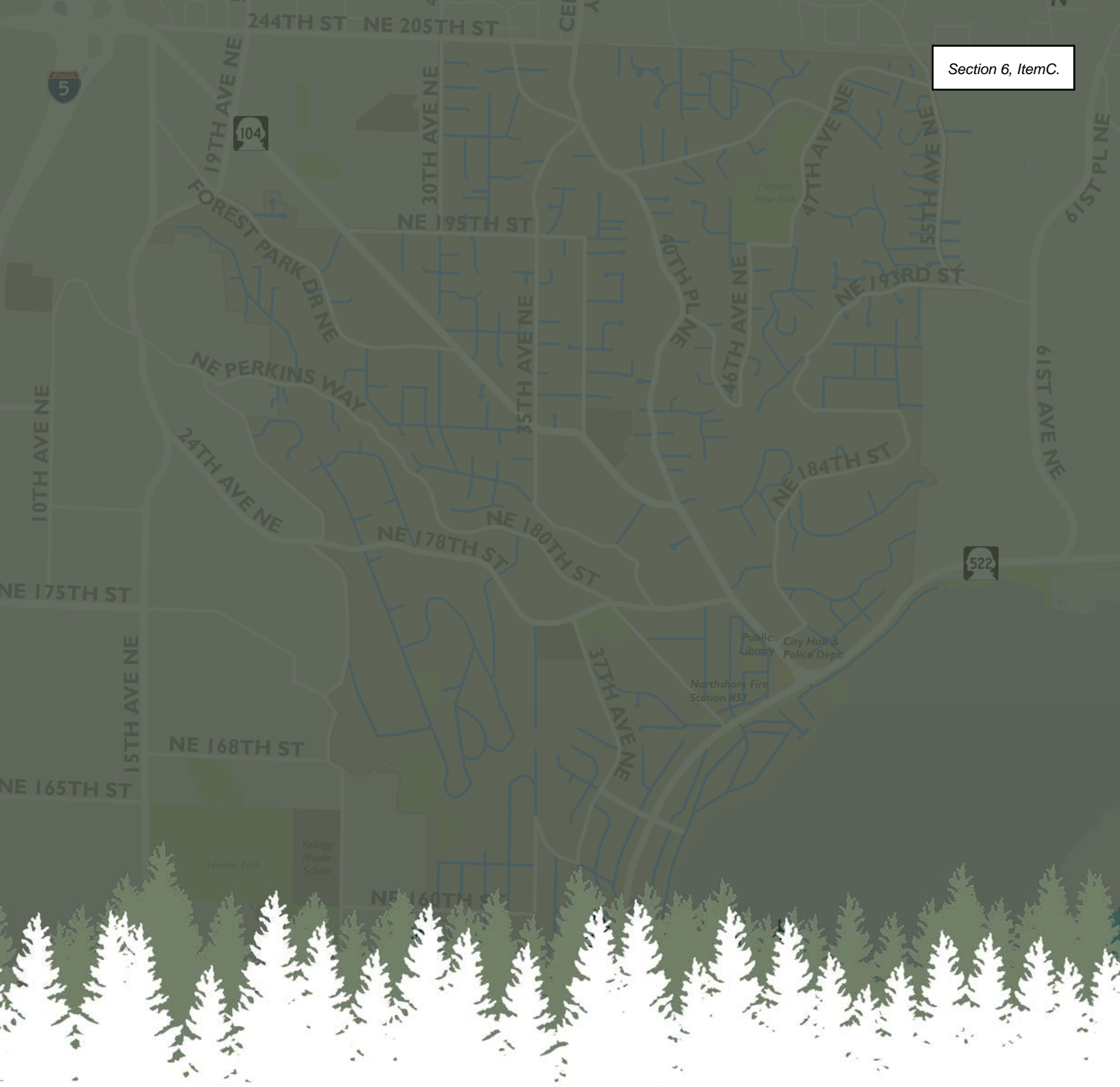
Based upon evaluation of speed limit setting methodologies and incorporating feedback from the city council, it is recommended that posted speed limits across the City are modified to be consistent with the study findings. Specifically, the Safe Speed Study suggests **a reduction in the speed limit to 25 mph for all arterial and collector roadways**, with a further reduction to **20 mph on local access streets**. This adjustment aligns with the overarching goal of enhancing safety within Lake Forest Park and follows industry best practices in speed limit setting practices.

### Next Steps

Should the City choose to implement default 25 mph speed limits across its arterials and collectors, an implementation plan should be developed. The implementation plan should consider the following items:

1. Inform road users about the revised speed limits within city boundaries through effective outreach and communication strategies. This ensures that the community is aware of the changes and can adjust their driving habits accordingly.
2. Perform some targeted enforcement and providing drivers with warnings for a period of time to help re-enforce the speed limit changes.
3. Re-visit existing traffic calming policies and funding allocations in context of any citywide speed limit modifications.
4. Consider additional traffic calming measures in the context of any revisions to the City's traffic calming policies and funding allocations to continue addressing ongoing vehicle speeding concerns and to assist in adapting drivers to the new citywide speed limits.
5. Evaluate the existing speed limits on state routes within the City limits. This assessment will provide insights into whether adjustments are needed to further enhance roadway safety and will help the City work with WSDOT on modifying posted speed limits along the state highways.





CITY OF LAKE FOREST PARK  
CITY COUNCIL BUDGET AND FINANCE COMMITTEE MEETING MINUTES  
March 21, 2024

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

**Budget & Finance Committee members present:** Jon Lebo, Chair (via Zoom); Semra Riddle, Vice Chair, Paula Goode

**Budget & Finance Committee members absent:** none

**Councilmembers present:** Deputy Mayor Lorri Bodi, Tracy Furutani, Ellyn Saunders (via Zoom)

**Councilmembers absent:** Larry Goldman

**Staff present:** Tom French, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Matt McLean, City Clerk

**Others present:** 2 visitors

**CALL TO ORDER**

Vice-Chair Riddle called the March 21, 2024, City Council Budget and Finance Committee meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

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

**CITIZEN COMMENTS**

There was no one in the audience wishing to speak.

**DIRECTOR’S REPORT**

Director Vaughn noted next month, she will review the monthly dashboards for January, February, and March.



1 **End of Biennium Forecast**

2  
3 Director Vaughn presented the item and, with City Administrator Hill, responded to questions.

4  
5 **Early Estimate of Six-Year Forecast**

6  
7 Director Vaughn presented the item and, with City Administrator Hill, responded to questions.

8  
9 **Discussion regarding funding for SR104 and 40th Place NE Roundabout Project**

10  
11 City Administrator Hill presented the funding proposal and responded to questions. The  
12 Committee agreed with the funding proposal.

13  
14 **ADJOURNMENT**

15  
16 There being no further business, Vice-Chair Riddle adjourned the meeting at 7:08 p.m.

17  
18  
19 \_\_\_\_\_  
20 Semra Riddle, Vice-Chair

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23 \_\_\_\_\_  
24 Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK  
CITY COUNCIL SPECIAL MEETING RETREAT MINUTES  
March 23, 2024**

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**It is noted this meeting was held in person at The Lodge at St. Edward State Park, 14477 Juanita Drive NE, Kenmore, WA 98028, and remotely via Zoom.**

**Councilmembers present:** Lorri Bodi, Deputy Mayor; Tracy Furutani, Council Vice Chair; Larry Goldman, Paula Goode, Jon Lebo, Semra Riddle, Ellyn Saunders

**Councilmembers absent:** None

**Staff present:** Tom French, Mayor; Phillip Hill, City Administrator; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Mark Hofman, Community Development Director; Shannon Moore, Human Resources Director; Julie Espinoza, Court Administrator; Matt McLean, City Clerk

**Others present:** 1 visitor

**CALL TO ORDER**

Mayor French called the March 23, 2024, City Council special meeting retreat to order at 9:00 a.m.

**Welcome and Introduction**

Mayor French welcomed Councilmembers and audience members and introduced the day’s facilitator, Michael Pendleton, Pendleton Consulting.

Mr. Pendleton reviewed the retreat ground rules and the agenda for the day.

**City Finances: Overview and Discussion**

Finance Director Vaughn presented the item and, with City Administrator Hill, responded to questions. Council discussion followed.

**Roads and Walkways: Overview and Discussion**

Public Works Director Perrigo presented the item and, with City Administrator Hill, responded to questions. Council discussion followed.

Mr. Pendleton recessed the meeting at 10:30 a.m. and reconvened at 10:45 a.m.

Discussion of roads and walkways continued.

1 **Parks: Overview and Discussion**

2  
3 Public Works Director Perrigo presented the item and, with City Administrator Hill, responded  
4 to questions. Council discussion followed.  
5

6 **Other City Service Area Discussion**

7  
8 No discussion regarding other city services was held.  
9

10 Mr. Pendleton recessed the meeting at 12:00 p.m. and reconvened at 1:00 p.m.

11  
12 **Goal Setting**

13  
14 Mr. Pendleton led a discussion on goal setting following the day’s previous discussions.

15  
16 Mr. Pendleton recessed the meeting at 2:30 p.m. and reconvened at 2:45 p.m.

17  
18 Discussion of goal setting continued.

19  
20 The Council conducted a vote on the proposed goals. The vote is as follows:

- 21
- 22 1. Development of Mobility Infrastructure, including roads, sidewalks, and walkways.
- 23 2. Hire a Grant Writer and GIS Employees
- 24 3. Housing – Diversity of stock, affordability, land bank/trade, accessory dwelling units
- 25 (ADUs)
- 26 4. Path to Financial Sustainability – revenue above expenditures, innovate cost savings,
- 27 including citizen committees/outreach
- 28 5. Improve Multimodal Safety – collect data and analyze safety
- 29 6. Hire a Climate Plan Administrator to oversee the implementation of the Climate Action
- 30 Plan
- 31 7. Designate Perkins Way – one way to westbound to enhance safety
- 32 8. Reduce Speed on SR 522 – safety improvements (including lighted crosswalks at other
- 33 areas such as 40<sup>th</sup> and 178<sup>th</sup>); community connections and possible speed cameras
- 34 9. Increase detail of critical areas inventory
- 35 10. Reduce repeat police and fire department response to frequent-use areas
- 36

37 **ADJOURNMENT**

38  
39 There being no further business, Mayor French adjourned the meeting at 4:15 p.m.  
40  
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42 \_\_\_\_\_  
43 Tom French, Mayor

44 \_\_\_\_\_  
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46 \_\_\_\_\_  
47 Matt McLean, City Clerk

CITY OF LAKE FOREST PARK  
COUNCIL COMMITTEE OF THE WHOLE SPECIAL MEETING NOTES  
March 25, 2024  
7:00 PM

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

**Councilmembers present:** Lorri Bodi, Deputy Mayor; Tracy Furutani, Vice Chair (via Zoom, arrived 7:20 p.m.); Larry Goldman, Paula Goode, John Lebo, Semra Riddle, Ellyn Saunders (via Zoom, arrived 7:09 p.m.)

**Councilmember absent:** none

**Staff present:** Tom French, Mayor; Phillip Hill, City Administrator; Jeff Perrigo, Public Works Director; Cory Roche, Environmental and Sustainability Specialist; Matt McLean, City Clerk

**Others present:** 13 visitors

**CALL TO ORDER**

Deputy Mayor Bodi called the March 25, 2024 Committee of the Whole special meeting to order at 7:00 p.m.

**ADOPTION OF AGENDA**

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

**Citizen Comments**

There was no one in the audience who gave comments over which the Council had purview or control.

**Resolution 24-1947/Adopting the Lakefront Park Preferred Concept Design Plan**

Environmental and Sustainability Specialist Roche introduced Amber Mikluscak and Chuck McDowell from DCG/Watershed. Ms. Mikluscak presented the item and, with Ms. Roche, responded to questions.

**Adjournment**

There being no further business, the meeting adjourned at 7:48 p.m.

\_\_\_\_\_  
Lorri Bodi, Deputy Mayor

\_\_\_\_\_  
Matt McLean, City Clerk

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**CITY OF LAKE FOREST PARK  
CITY COUNCIL REGULAR MEETING MINUTES  
March 28, 2024**

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

**Councilmembers present:** Tracy Furutani, Council Vice Chair (via Zoom); Larry Goldman, Paula Goode, Jon Lebo, Semra Riddle, Ellyn Saunders

**Councilmembers absent:** Deputy Mayor Lorri Bodi

**Staff present:** Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Mark Hofman, Community Development Director; Cory Roche, Environmental and Sustainability Specialist; Katie Phillips, Project Manager; Matt McLean, City Clerk

**Others present:** 12 visitors

**CALL TO ORDER**

Mayor French called the March 28, 2024 City Council regular meeting to order at 7:00 p.m.

**FLAG SALUTE**

Mayor French led the Pledge of Allegiance.

**ADOPTION OF AGENDA**

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

**PUBLIC COMMENTS**

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

- Nigel Kieffer, LFP resident (public comment/Lakefront park), submitted copy of comments
- Doug Sprugel, LFP resident (opposed to Town Center to Burke-Gillman Trail Connector)

1 There being no one else in the audience or online wishing to speak, Mayor French closed public  
2 comments.

3  
4 **PROCLAMATION – Sexual Assault Awareness Month – April 2024**

5  
6 Cmbr. Riddle read a proclamation recognizing April as Sexual Assault Awareness Month.

7  
8 **PROCLAMATION – Earth Day and Arbor Day 2024**

9  
10 Cmbr. Goldman read a proclamation recognizing Earth Day and Arbor Day 2024.

11  
12 **PRESENTATION – End of 2024 Legislative Session Report**

13  
14 Shelley Helder, Gordon Thomas Honeywell-Governmental Affairs, gave an update on the 2024  
15 legislative session and responded to questions.

16  
17 **PRESENTATION – Tree Board Annual Report and Work Plan**

18  
19 Tree Board Member Doug Sprugel presented the Tree Board annual report and work plan and  
20 responded to questions.

21  
22 **PRESENTATION – Town Center to Burke-Gillman Trail Connector Design Options**

23  
24 Project Manager Katie Phillips presented the item and, with City Administrator Hill, responded  
25 to questions.

26  
27 Discussion followed.

28  
29 **Cmbr. Riddle moved** the bridge concept forward to the 30 percent design level and not  
30 move forward with the tunnel option. **Cmbr. Saunders seconded. Following discussion,**  
31 **the motion to move the bridge concept forward to the 30 percent design level and not**  
32 **move forward with the tunnel option carried unanimously.**

33  
34 **CONSENT CALENDAR**

35  
36 **Cmbr. Riddle moved** to approve the Consent Calendar as presented. **Cmbr. Goldman**  
37 **seconded. The motion to approve the Consent Calendar as presented carried**  
38 **unanimously.**

- 39  
40 1. March 7, 2024 City Council Special Meeting Minutes  
41 2. Approval of City Expenditures for the Accounts Payable dated March 28, 2024 Claims  
42 Fund Check No. 86035 through 86116 in the amount of \$735,216.29; March 8, 2024  
43 Payroll Fund ACH transactions in the amount of \$187,623.02 and Direct Deposit

1 transactions in the amount of \$188,094.66; additional approved ACH transactions  
2 Elevon, \$590.96; Invoice Cloud, \$1,988.20; State of Washington, \$8,698.47; Wex Bank-  
3 Chevron, \$61.44; total approved Claims Fund Transactions \$1,122,273.04

4 3. Approval of Extension for the Salary Commission to Complete Its Report by May 31,  
5 2024  
6

7 **RESOLUTION 24-1948/Creating a Temporary Policy Advisory Task Force for Climate Planning**

8  
9 Community Development Director Hofman presented the item and responded to questions.

10 Discussion followed.

11  
12  
13 **Cmbr. Furutani moved** to waive the three-touch rule for Resolution 24-1948. **Cmbr.**  
14 **Saunders seconded. Discussion followed. The maker of and second to the motion**  
15 **withdrew the motion to waive the three-touch rule.**  
16

17 There was consensus of the Council to bring the item back to a future meeting after receiving  
18 input from the Planning Commission, Climate Action Committee, and Tree Board.

19  
20 **RESOLUTION 24-1946/Authorizing the Mayor to Sign an Interagency Grant Agreement with**  
21 **the Washington State Department of Commerce for Climate Planning Work**

22  
23 Director Hofman presented the item and responded to questions.

24 Discussion followed.

25  
26  
27 **Cmbr. Furutani moved** to waive the three-touch rule for Resolution 24-1946. **Cmbr.**  
28 **Riddle seconded. The motion to waive the three-touch rule carried unanimously.**  
29

30 **Cmbr. Furutani moved** to approve as presented Resolution 24-1946/Authorizing the  
31 Mayor to Sign an Interagency Grant Agreement with the Washington State Department  
32 of Commerce for Assistance with Climate Planning Work Required Under the State  
33 Growth Management Act. **Cmbr. Riddle seconded. The motion to approve Resolution**  
34 **24-1946 as presented carried unanimously.**  
35

36 At approximately 8:48 p.m., Cmbr. Furutani’s Zoom connection failed.

37  
38 **RESOLUTION 24-1947/Adopting the Lakefront Park Preferred Concept Design Plan**

39 Environmental and Sustainability Specialist Roche presented the item and responded to  
40 questions. Amber Mikluscak, DCG/Watershed, was available via Zoom.  
41  
42

1 **Cmbr. Riddle moved** to approve as presented Resolution 24-1947/Adopting the  
2 Lakefront Park Preferred Concept Design Plan. **Cmbr. Goldman seconded. The motion to**  
3 **approve Resolution 24-1947 as presented carried unanimously.**  
4

5 **COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**

6  
7 Councilmembers reported on meetings they attended.

8  
9 Mayor French gave a brief report on meetings and events he had attended.

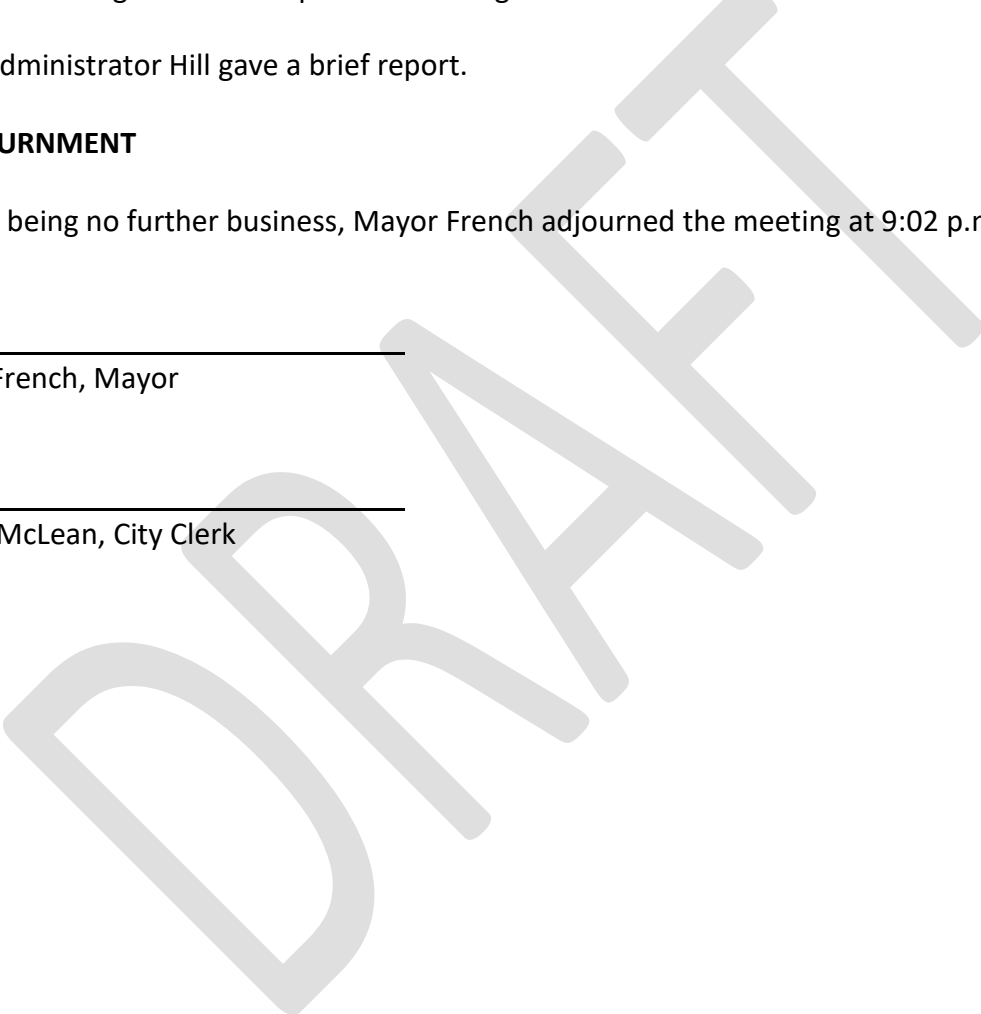
10  
11 City Administrator Hill gave a brief report.

12  
13 **ADJOURNMENT**

14  
15 There being no further business, Mayor French adjourned the meeting at 9:02 p.m.

16  
17  
18 \_\_\_\_\_  
19 Tom French, Mayor

20  
21  
22 \_\_\_\_\_  
23 Matt McLean, City Clerk





City of Lake Forest Park  
SORTED TRANSACTION CHECK REGISTER  
04/11/2024

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, a pre-paid Accounts Payable Dated 04/02/24 Claim Fund Check Nos. 86117 in the amount of \$4,250.00, and an Accounts Payable Dated 04/11/24 CLAIM FUND Check Nos. 86118 through 86156 in the amount of \$277,881.22, a 03/22/24 PAYROLL FUND ACH transactions in the amount of \$176,288.94 and DIRECT DEPOSIT transactions in the amount of \$190,097.79, are approved for payment this 11th day of April 2024.

**Additional approved transactions are:**

- ACH transaction State of Washington in the amount of \$9,651.28
- ACH transaction Wells Fargo Equipment Finance, Inc in the amount of \$15,378.53

Total approved claim fund transactions: \$673,547.76

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Committee

# Bank Reconciliation

## Checks by Date

User: tbaker@cityofflp.gov  
Printed: 04/04/2024 - 2:05PM  
Cleared and Not Cleared Checks

Section 7, Item E.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
86117	4/2/2024	DB Express Professional Services, Inc		AP		4,250.00
Total Check Count:						1
Total Check Amount:						4,250.00

# Bank Reconciliation

## Checks by Date

User: tbaker@cityofflp.gov  
 Printed: 04/04/2024 - 2:00PM  
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	4/11/2024	State of Washington		AP		9,651.28
0	4/11/2024	Wells Fargo Equipment Finance, Inc		AP		15,378.53
86118	4/11/2024	Lorri Bodi		AP		1,209.05
86119	4/11/2024	Brown Bear Car Wash		AP		89.00
86120	4/11/2024	Cadman Materials, Inc.		AP		172.37
86121	4/11/2024	Wilson Camejo		AP		325.00
86122	4/11/2024	Century Link		AP		116.02
86123	4/11/2024	City of Lake Forest Park		AP		1,275.80
86124	4/11/2024	City of Lake Forest Park		AP		764.76
86125	4/11/2024	City of Normandy Park		AP		449.14
86126	4/11/2024	City of Sunnyside		AP		1,711.00
86127	4/11/2024	Code Publishing Company		AP		118.47
86128	4/11/2024	Emergent Devices, Inc,		AP		1,084.37
86129	4/11/2024	Tom French		AP		1,590.04
86130	4/11/2024	Gordon Thomas Honeywell Gov't. Affai		AP		3,150.00
86131	4/11/2024	Johnson Controls		AP		888.87
86132	4/11/2024	King County Finance		AP		1,259.77
86133	4/11/2024	King County Finance & Business		AP		226,777.65
86134	4/11/2024	Leathers-March		AP		59.87
86135	4/11/2024	Northshore Utility District		AP		237.87
86136	4/11/2024	Office Depot, Inc.		AP		72.70
86137	4/11/2024	O'Reilly Automotive Stores, Inc.		AP		15.31
86138	4/11/2024	Michael R. Pendleton		AP		3,101.80
86139	4/11/2024	Pirtek Woodinville		AP		536.46
86140	4/11/2024	Puget Sound Energy		AP		35.89
86141	4/11/2024	Regional Crisis Response Agency		AP		21,744.50
86142	4/11/2024	Staples Advantage		AP		64.37
86143	4/11/2024	Tandem Discovery		AP		56.45
86144	4/11/2024	Territorial Seed Co.		AP		613.95
86145	4/11/2024	The FA Bartlett Tree Expert Company		AP		4,116.00
86146	4/11/2024	The Watershed Company		AP		2,278.50
86147	4/11/2024	Topsoils Northwest Inc		AP		283.24
86148	4/11/2024	United Rentals		AP		1,692.67
86149	4/11/2024	USI, Inc.		AP		106.01
86150	4/11/2024	Utilities Underground Location Ctr.		AP		84.48
86151	4/11/2024	Velocity Systems		AP		798.00
86152	4/11/2024	Westlake Hardware WA-153		AP		216.95
86153	4/11/2024	Yummy Wahoo LLC		AP		420.50
86154	4/11/2024	Eduardo Zaldibar		AP		140.00
86155	4/11/2024	Kiflom Zerai		AP		140.00
86156	4/11/2024	City of Sunnyside		AP		84.39
Total Check Count:						41

**Check No**    **Check Date**    **Name**    **Comment**    **Module**    **Clear Date**

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Section 7, Item E.

Total Check Amount:

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302,911.03  
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# Bank Reconciliation

## Checks by Date

User: tbaker@cityofflp.gov  
Printed: 04/04/2024 - 2:03PM  
Cleared and Not Cleared Checks

Section 7, Item E.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	3/22/2024		DD 00522.03.2024	PR	3/31/2024	190,097.79
Total Check Count:						1
Total Check Amount:						190,097.79

# Bank Reconciliation

## Checks by Date

User: tbaker@cityofflp.gov  
 Printed: 04/04/2024 - 2:06PM  
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	3/22/2024	AWC		AP		1,590.80
0	3/22/2024	Employment Security Dept.		AP		557.52
0	3/22/2024	Lake Forest Park/IRS		AP	3/31/2024	37,316.03
0	3/22/2024	Law Enforcement Retirement		AP	3/31/2024	15,294.35
0	3/22/2024	LEOFF TRUST		AP	3/31/2024	37,081.29
0	3/22/2024	LFP Employee Guild		AP	3/31/2024	975.00
0	3/22/2024	LFP PFL Trust Account		AP		2,060.50
0	3/22/2024	National D.R.I.V.E.		AP	3/31/2024	6.45
0	3/22/2024	Navia - FSA		AP	3/31/2024	323.34
0	3/22/2024	Navia Benefit Solutions, Inc.		AP	3/31/2024	722.09
0	3/22/2024	Public Employees Retirement		AP	3/31/2024	25,357.62
0	3/22/2024	Teamsters Local Union #117		AP	3/31/2024	226.61
0	3/22/2024	Texas State Disbursement Unit (SDU)		AP	3/31/2024	1,015.76
0	3/22/2024	Vantagepoint Transfer Agents-107084 I		AP	3/31/2024	34,029.44
0	3/22/2024	Vantagepoint Transfer Agents-107084 I		AP	3/31/2024	1,915.79
0	3/22/2024	Vantagepoint Transfer Agents-304508 I		AP	3/31/2024	8,667.57
0	3/22/2024	Wa.Cares Tax		AP		898.18
0	3/22/2024	Washington State Department of Labor		AP		6,079.10
0	3/22/2024	Washington State Support Registry		AP	3/31/2024	180.00
0	3/22/2024	Washington Teamsters Welfare Trust		AP		1,991.50
Total Check Count:						20
Total Check Amount:						176,288.94



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date** April 11, 2024

**Originating Department** Public Works

**Contact Person** Katie Phillips, Project Manager

**Title** Resolution 24-1949/Authorizing the Mayor to Sign the Washington State Department of Ecology 2023-2025 Municipal Stormwater Capacity Grant

### Legislative History

- First Presentation – Council Regular Meeting 04/11/2024

### Attachments:

1. Resolution 24-1949
2. Agreement No. WQSWCAP-2325-LaFoED-00104 Water Quality Stormwater Capacity Agreement Between the State of Washington Department of Ecology and City of Lake Forest Park

### Executive Summary

The City of Lake Forest Park (City) has been awarded a \$130,000 Municipal Stormwater Capacity Grant by the Washington State Department of Ecology (Ecology) for the 2023-2025 cycle.

The Municipal Stormwater Capacity Grant supports projects and programs to remain in compliance with federally and state mandated National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (Permit) regulations.

The City operates a small Municipal Separate Storm Sewer System (MS4) and must comply with Permit terms. This grant will allow the City to continue to fund necessary projects and programs that keep the City in Permit compliance.

### Background

The City has received this biennial grant every cycle since 2010. The most recent Municipal Stormwater Capacity Grant award was \$50,000 with a \$25,000 extension. The current Municipal Stormwater Capacity Grant award is \$130,000. This award is retroactive for use in the 2023-2025

cycle. The Department of Public Works has reserved approximately \$40,000 of this grant to support Permit-driven work supporting our Source Control for Existing Development inspection program and public education and outreach program. These expenditures and funding approaches were presented to the Council last year as part of the Resolution 23-1913 approval process. The remainder of the grant has yet to be allocated to specific Permit-driven work.

**Fiscal & Policy Implications**

The Municipal Stormwater Capacity Grant is a pass-through grant and does not require a local matching contribution. Permit-driven expenditures that go above the allocated funding or are not eligible for this grant and will continue to be supported by the Surface Water Management Fund budget.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"><li>• Approve</li></ul>	The City will utilize the grant to support new and/or existing Permit compliance, projects, and programs.
<ul style="list-style-type: none"><li>• Do not approve</li></ul>	The City would need to secure additional funding to support the above-described \$40,000 Permit-driven expense and would forego the opportunity to defray existing Permit-driven costs using the grant or support new, unfunded Permit-driven work.

**Staff Recommendation**

Review the proposed grant agreement and provide staff with any questions or feedback.



**RESOLUTION NO. 24-1949**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE DEPARTMENT OF ECOLOGY 2023-2025 MUNICIPAL STORMWATER CAPACITY GRANT**

---

**WHEREAS**, the City of Lake Forest Park (City) is required to comply with federally and state mandated National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (Permit) regulations; and

**WHEREAS**, the City is responsible for improving stormwater quality in Lake Forest Park; and

**WHEREAS**, improving stormwater quality will ensure lasting health benefits to the community and natural environment; and

**WHEREAS**, Washington State Department of Ecology (Ecology) has allocated grant funds to support the City in implementing activities, projects, and programs that improve stormwater quality and keep us in compliance with Permit regulations; and

**WHEREAS**, by accepting Ecology’s grant funds the City will be able to defray the cost of existing Permit-driven projects, programs, and other expenses or support potential new work to enhance stormwater quality and ensure compliance with Permit regulations; and

**WHEREAS**, the City of Lake Forest Park has negotiated a contract with Washington State Department of Ecology for the 2023-2025 Water Quality Stormwater Capacity Agreement; and

**WHEREAS**, the City Attorney has reviewed and approved the form of the proposed agreement;

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

Section 1. AUTHORIZE. The Lake Forest Park City Council hereby authorizes the Mayor to execute the Washington State Department of Ecology 2023-2025 Municipal Stormwater Capacity Grant attached hereto as Exhibit A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of

scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this \_\_\_\_ day of April, 2024.

APPROVED:

\_\_\_\_\_  
Thomas French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean  
City Clerk

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

**Agreement No. WQSWCAP-2325-LaFoED-00104****WATER QUALITY STORMWATER CAPACITY AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****CITY OF LAKE FOREST PARK**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Lake Forest Park, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

---

**GENERAL INFORMATION**

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

**Project Short Description:**

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

**Project Long Description:**

N/A

**Overall Goal:**

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-LaFoED-00104  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Lake Forest Park

Section 8, Item A.

**RECIPIENT INFORMATION**

Organization Name: City of Lake Forest Park

Federal Tax ID: 91-6019059  
UEI Number: XLQLKJL8H7H6

Mailing Address: 17425 Ballinger Way NE  
Lake Forest Park, WA 98155

Physical Address: 17425 Ballinger Way NE  
Lake Forest Park, Washington 98155

Organization Email: asilvia@ci.lake-forest-park.wa.us

**Contacts**

Agreement No: WQSWCAP-2325-LaFoED-00104  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Lake Forest Park

Section 8, Item A.

<b>Project Manager</b>	Andrew Silvia Project Manager  17425 Ballinger Way NE Lake Forest Park, Washington 98155 Email: asilvia@cityoflfp.com Phone: (206) 957-2836
<b>Billing Contact</b>	Katie Phillips Project Manager  17425 Ballinger Way NE Lake Forest Park, Washington 98155 Email: kphillips@cityoflfp.gov Phone: (206) 957-2836
<b>Authorized Signatory</b>	Thomas Wendell French Mayor  17425 Ballinger Way NE Lake Forest Park, Washington 98155 Email: tfrench@cityoflfp.gov Phone: (206) 957-2836

Agreement No: WQSWCAP-2325-LaFoED-00104  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Lake Forest Park

Section 8, Item A.

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>
<b>Financial Manager</b>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>



Agreement No: WQSWCAP-2325-LaFoED-00104  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Lake Forest Park

Section 8, Item A.

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- \* Properly maintained project documentation.

**Project Administration/Management**

**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	



Agreement No: WQSWCAP-2325-LaFoED-00104  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Lake Forest Park

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$130,000.00

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

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Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

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**BUDGET**

**Funding Distribution EG240274**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant                      Funding Type: Grant  
 Funding Effective Date: 07/01/2023                                      Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)  
 Fund: FD  
 Type: State  
 Funding Source %: 100%  
 Description: MTCSA

Approved Indirect Costs Rate:                      Approved State Indirect Rate: 30%  
 Recipient Match %:                                      0%  
 InKind Interlocal Allowed:                              No  
 InKind Other Allowed:                                      No  
 Is this Funding Distribution used to match a federal grant?                      No

2023-25 Stormwater Capacity Grant	Task Total
Permit Implementation	\$ 130,000.00

**Total: \$ 130,000.00**

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**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 130,000.00</b>	<b>\$ 130,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

## B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

### REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

## C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE

### SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
    - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
  - Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.



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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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**16. KICKBACKS**

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

**17. MINORITY AND WOMEN’S BUSINESS ENTERPRISES (MWBE)**

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

**18. ORDER OF PRECEDENCE**

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

**19. PRESENTATION AND PROMOTIONAL MATERIALS**

ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY’s review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY’s logo shall comply with ECOLOGY’s graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY’s logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY .

**20. PROGRESS REPORTING**

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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**22. RECORDS, AUDITS, AND INSPECTIONS**

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
  - b) Be kept in a common file to facilitate audits and inspections.
  - c) Clearly indicate total receipts and expenditures related to this Agreement.
  - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

**23. RECOVERY OF FUNDS**

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

**24. 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, and to this end the provisions of this Agreement are declared to be severable.

**25. STATE ENVIRONMENTAL POLICY ACT (SEPA)**

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

**26. SUSPENSION**

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQSWCAP-2325-LaFoED-00104  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Lake Forest Park

Section 8, Item A.

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington’s natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY’s web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY’s ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQSWCAP-2325-LaFoED-00104  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Lake Forest Park

Section 8, Item A.

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date** April 11, 2024

**Originating Department** Community Development Department

**Contact Person** Mark Hofman, AICP, Community Development Director

**Title** Resolution 24-1950/Authorizing the Mayor to sign the First Amendment to the Professional Services Agreement between the City of Lake Forest Park and SCJ Alliance for the 2024 periodic update of the Comprehensive Plan – Middle Housing

## Legislative History

- First Presentation April 11, 2024, Regular City Council Meeting

## Attachments:

1. Resolution 24-1950
2. First Amendment to the Professional Services Agreement between the City of Lake Forest Park and SCJ Alliance for the 2024 periodic update of the Comprehensive Plan – Middle Housing.
3. Exhibit B Expanded Scope of Work, Periodic Update of the Comprehensive Plan – Middle Housing.
4. City of Lake Forest Park Professional Services Agreement for consultant services with SCJ Alliance for the 2024 periodic update of the Comprehensive Plan, dated September 18, 2023.
5. Growth Management Services Middle Housing Grant 24-63336-123 dated March 6, 2023.

## Executive Summary

The city has been awarded, and has accepted, a reimbursement basis grant (Attachment 5) by the Washington State Department of Commerce in an amount not to exceed \$50,000 to assist with the Middle Housing planning policies and development regulations work needed to comply with the housing planning requirements of legislation passed in 2023 (HB 1110). The legislation adds requirements for additional analysis, policy development, development regulations, and implementation actions related to middle housing in the city.



This Middle Housing planning policy and development regulations work are distinct and separate from the ongoing periodic update of the Comprehensive Plan, due by December 2024. Under GMA legislation, Lake Forest Park is required to complete the Middle Housing policy and development regulations planning work by the end of June, 2025, or become subject to a Model Middle Housing Ordinance recently developed by the Washington State Department of Commerce.

The assistance funds provided by the Middle Housing Grant complement the city’s limited funds available for this effort in the Community Development Department professional services budget. The First Amendment to the Professional Services Agreement between the City of Lake Forest Park and SCJ Alliance for the 2024 periodic update of the Comprehensive Plan – Middle Housing (Attachment 2) will provide staff with the additional consulting services needed to complete the required planning work.

**Background**

For the Middle Housing planning policies and development regulations update, several required deliverables were identified that fit within the timeline of the grant. The First Amendment’s Exhibit B Expanded Scope of Work for Middle Housing planning work (Attachment 3) includes a new Phase with the following tasks:

- Develop Public Engagement Plan, Materials, Outreach, and Summary Report;
- Analyze HB 1110 75%/25% Alternative Density Requirements;
- Develop HB 1110 and 1337 Off-Street Parking Development Regulations for Middle Housing;
- Analyze Middle Housing Typologies and Development Feasibility;
- Draft Middle Housing Comprehensive Plan Policies;
- Middle Housing Development Regulation Amendments;

To complete the required additional planning work, the First Amendment’s Exhibit B Expanded Scope of Work for Middle Housing planning work will supplement and expand on the Exhibit A Scope of Work in the existing Professional Services Agreement with SCJ Alliance and amend the completion date for that new work to June 30, 2025. Additionally, it will increase the compensation for consulting services by \$50,000 to perform the middle housing planning work. The Exhibit A Scope of Work and all other provisions of the existing Professional Services Agreement remain unchanged.

**Fiscal & Policy Implications**

The First Amendment’s Exhibit B Expanded Scope of Work will be completed on a time and materials basis, not to exceed \$50,000. The planning work for Middle Housing is separate and distinct from the periodic update scope of work under way. The First Amendment assists the city to meet the deadlines of the GMA legislation for middle housing.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>• Authorize the Mayor to sign the First Amendment – Middle Housing.</li> </ul>	<p>The consultant will perform the Middle Housing Expanded Scope of Work, supported by the \$50,000 grant.</p>

- Do not authorize the First Amendment – Middle Housing.

The full work burden of the Middle Housing Expanded Scope of Work will be performed by existing city staff.

**Staff Recommendation**

Following a review of the attached documents, staff recommends that the Council pass Resolution 24-1950, authorizing the Mayor to sign the First Amendment to the Professional Services Agreement between the City of Lake Forest Park and SCJ Alliance for the 2024 periodic update of the Comprehensive Plan – Middle Housing.

**RESOLUTION NO. 24-1950**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAKE FOREST PARK AND SCJ ALLIANCE FOR THE 2024 PERIODIC UPDATE OF THE COMPREHENSIVE PLAN – MIDDLE HOUSING**

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**WHEREAS**, under the Growth Management Act (GMA), the City of Lake Forest Park is required to perform a periodic update of its comprehensive plan by the end of 2024; and

**WHEREAS**, separate but related to the effort for the periodic update of the Comprehensive Plan, the City of Lake Forest Park is required to comply with the additional Middle Housing planning requirements of Washington State legislation passed in 2023 (HB 1110). The legislation adds requirements for additional analysis, policy development, development regulations, and implementation actions related to middle housing in the city; and

**WHEREAS**, to assist with the Middle Housing planning policies and development regulations work needed to comply with GMA legislation, the State Legislature has provided essential funding available to local jurisdictions to help offset the burden and cost of compliance; and

**WHEREAS**, the Department of Commerce has awarded, and the City has accepted, a reimbursement basis grant of \$50,000 to assist with Middle Housing policies and development regulations as required by GMA legislation; and

**WHEREAS**, the required Middle Housing planning policy and development regulations work is distinct and separate from the ongoing periodic update of the Comprehensive Plan, due by December 2024. Under GMA legislation, Lake Forest Park is required to complete the Middle Housing policy and development regulations planning work by the end of June 2025, or become subject to a Model Middle Housing Ordinance recently developed by the Washington State Department of Commerce; and

**WHEREAS**, the First Amendment to the Professional Services Agreement between the City of Lake Forest Park and SCJ Alliance for the 2024 periodic update of the Comprehensive Plan – Middle Housing will provide staff with the additional consulting services needed to complete the required planning work in accordance with mandated deadlines; and

**WHEREAS**, the First Amendment’s Exhibit B Expanded Scope of Work for Middle Housing planning work will supplement and expand on the Exhibit A Scope of Work in the existing Professional Services Agreement with SCJ Alliance and amend the completion date for the added work to June 30, 2025. Additionally, it will increase the compensation for consulting services by \$50,000 to perform the middle housing planning work. The Exhibit A Scope of Work and all other provisions of the existing Professional Services Agreement remain unchanged.

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

Section 1 AGREEMENT. Authorizes the Mayor to sign the First Amendment to the Professional Services Agreement between the City of Lake Forest Park and SCJ Alliance for the 2024 periodic update of the Comprehensive Plan – Middle Housing, included herein as Attachment 1, including Exhibit B Expanded Scope of Work for middle housing planning work.

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 XXth day of April, 2024.

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matt McLean  
City Clerk

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

**First Amendment to the Professional Services Agreement  
between the City of Lake Forest Park and SCJ Alliance for the  
2024 periodic update of the Comprehensive Plan – Middle Housing**

THIS First Amendment to the Professional Services Agreement entered into between the City of Lake Forest Park and SCJ Alliance, dated September 18, 2023 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

- 1. Section 1 of the Agreement is hereby amended as follows:

**Employment of Consultant.**

Exhibit A Scope of Work of the Agreement has commenced and this First Amendment shall add Exhibit B Scope of Work, Middle Housing, attached herein, and amend the completion date from December 31, 2024 to no later than June 30, 2025, unless the completion date is further extended in writing by the parties.

- 2. Section 2 of the Agreement is hereby amended as follows:

**Compensation.**

The amendment in Section 1 of this First Amendment, shall result in a \$50,000 addition to the original Agreement amount (\$219,902.00). Section 2 of the Agreement is hereby amended to include an additional \$50,000 in compensation to perform the Exhibit B Scope of Work. The Exhibit A Scope of Work in the Agreement shall remain unchanged by this First Amendment. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LAKE FOREST PARK

SCJ ALLIANCE

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matt McLean, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Adams Pratt, City Attorney



SCJ ALLIANCE  
CONSULTING SERVICES

Exhibit B  
Expanded Scope of Work  
Periodic Update of the Comprehensive Plan—Middle Housing  
Lake Forest Park, WA

**Prepared For:** Mark Hofman, AICP, Community Development Director, City of Lake Forest Park  
**Prepared By:** Cristina Haworth, AICP, Project Manager  
**Date Prepared:** March 29, 2024

Introduction:

Lake Forest Park received a Department of Commerce grant to fund additional analysis, new policies, development regulations, and other implementation actions related to middle housing. This scope of work supports contract amendment no. 1 for the Lake Forest Park Periodic Update of the Comprehensive Plan. These services will supplement and expand on the scope of work in the existing Professional Services Agreement.

Phase 1 Middle Housing Grant

*Task 1 Develop Public Engagement Plan, Materials, Outreach, and Summary Report*

Complete Action 1 steps described in the Department of Commerce Middle Housing Grant Contract, anticipated to include:

- Develop Middle Housing public engagement plan, including identifying groups/entities to be engaged (such as renters, vulnerable communities, and all geographic areas of the city) and preferred methods for engagement.
- Prepare informational materials for the public related to middle housing.
- Hold public meetings and outreach events.
- Draft public outreach summary report.

*Task 2 Analyze HB 1110 75%/25% Alternative Density Requirements*

Complete Action 2 steps described in the Department of Commerce Middle Housing Grant Contract, anticipated to include:

- GIS analysis to identify parcels with environmental constraints.
- GIS and quantitative analysis to identify parcels with elevated risk of displacement using demographic and real-estate indicators.

**Task 3** *Develop HB 1110 and 1337 Off-Street Parking Development Regulations for Middle Housing*

Complete Action 3 steps described in the Department of Commerce Middle Housing Grant contract, anticipated to include:

- Consistent with Commerce guidance, analysis of potential safety impacts to drivers, cyclists, and pedestrians of removing off-street parking requirements within ½ mile of transit stops.
- Draft parking regulation amendment recommendations for Middle Housing and ADUs.

**Task 4** *Analyze Middle Housing Typologies and Development Feasibility*

Complete Action 4 steps described in the Department of Commerce Middle Housing Grant contract, anticipated to include:

- Neighborhood/parcel specific analysis to identify middle housing types and strategies for integration into future development regulation amendments (see Action 6).
- Meetings with Planning Commission on recommended middle housing types and strategies for integration into future development regulation amendments (see: Action 6).

**Task 5** *Draft Middle Housing Comprehensive Plan Policies*

Complete Action 5 steps described in the Department of Commerce Middle Housing Grant contract, anticipated to include:

- Meetings with Planning Commission on drafting of Comprehensive Plan policies.
- Draft Middle Housing Development Policies for incorporation into the Comprehensive Plan.
- Finalize Middle Housing Development Policies for adoption in the Comprehensive Plan.

**Task 6** *Middle Housing Development Regulation Amendments*

Complete the Audit Plans & Policies tasks described in the Department of Commerce Climate Planning Grant contract, anticipated to include:

- Review and evaluate existing development regulations for needed middle housing related amendments.
- Review Commerce Middle Housing Model Ordinance(s) and other resources.
- Draft Middle Housing development regulation amendments.
- Transmit draft Middle Housing ordinance to the Department of Commerce for State agency review (RCW 36.70A.106).
- Planning Commission Public Hearing on Middle Housing.



- City Council adoption of Middle Housing development regulation amendment ordinances.

## Phase 6 Conditions and Assumptions

1. The final scope of work will follow the Department of Commerce’s Middle Housing Grant contract with the City of Lake Forest Park. Significant changes to the scope or deliverables initiated by Department of Commerce may require adjustments to the schedule and/or budget.
2. SCJ Alliance is flexible in completing this scope of work. Minor changes and adjustments can be made upon request received in writing. Changes may require an adjustment to the schedule and/or budget allocations.

## Phase 1 Deliverables

- Middle Housing Public Engagement Plan, Materials, Outreach, and Summary Report
- Report with Maps, Tables, and Methodology Describing Results of Alternative Compliance Analysis and Potential Lots to be Excluded from HB 1110 Requirements
- Recommendations report describing potential safety impacts of reduced parking within ½ mile of transit and recommended parking standards
- Recommendations report describing potential middle housing types for further integration into development regulation amendments.
- Adopted Middle Housing Comprehensive Plan policies
- Adopted Middle Housing Development Regulation Amendment Ordinances

## Budget

This Amendment No. 1 scope of work will be completed on a time and materials basis, not to exceed **\$50,000**.

**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT  
Agreement Title: Consultant Services with  
SCJ Alliance for the 2024 periodic update of the Comprehensive Plan**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Shea, Carr & Jewell, Inc. ("dba **SCJ Alliance**") (the "Consultant"), a Washington corporation, dated this 12<sup>th</sup> day of September, 2023.

Consultant Business: SCJ Alliance  
Consultant Address: 1201 3<sup>rd</sup> Avenue, Suite 550, Seattle, WA 98101  
Consultant Phone: 206-739-5454  
Contact Name Cristina Haworth, Project Manager  
Consultant e-mail: cristina.haworth@scjalliance.com  
Federal Employee ID No.:  
Authorized City Representative Phillip Hill, City Administrator  
for this contract:

**WHEREAS**, the City desires to complete a periodic update for the city’s comprehensive plan;  
and

**WHEREAS**, public convenience and necessity require the City to obtain the services of a consultant with experience to perform this work; and

**WHEREAS**, the City finds that SCJ Alliance is qualified and experienced in consulting on completing a periodic update to the city’s comprehensive plan.

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

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Periodic Update of the Comprehensive Plan ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

The project manager(s) of the Work shall be Christina Haworth. 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 December 31, 2024, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure

to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

**2. Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A described as Phase 1 through Phase 5, including all services and expenses, shall not exceed Two hundred nineteen thousand, nine hundred two dollars. (\$219,902.00). Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants. Compensation for Work in Exhibit A identified as Additional Services and Future Work Phases is not included in this Agreement but may be negotiated by the parties in the future.

B. Consultant 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 Consultant shall send electronically to [ap@cityoffp.gov](mailto:ap@cityoffp.gov) its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

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

**7. Indemnification.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability arising out of bodily injury to persons or damage to property caused by or resulting

from the concurrent negligence of the Consultant and the City, its officers, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Insurance.**

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

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

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence, at least \$2,000,000 in the general aggregate, and \$2,000,000 products-completed operations aggregate limit.

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

4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

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

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City

with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

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

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

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

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

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

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

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

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

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

18. Notices.

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

City of Lake Forest Park  
Attn: Phillip Hill, City Administrator  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

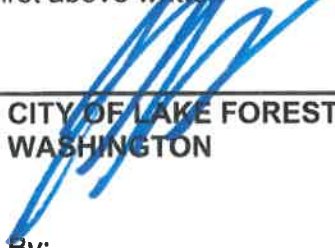


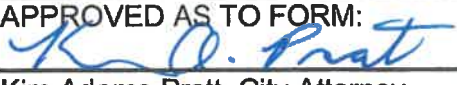
B. Notices to the Consultant shall be sent to the following address:

SCJ Alliance  
1201 3<sup>rd</sup> Avenue, Suite 550  
Seattle, WA 98101  
Attn: Cristina Haworth, Project Manager

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

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

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

 CITY OF LAKE FOREST PARK WASHINGTON By: _____ Jeff Johnson, Mayor Date: <u>9-14-23</u>	<b>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</b> SCJ Alliance By:  Typed/Printed Name: _____ William Grimes Its: <u>Principal</u> Date: <u>9-18-23</u>
ATTEST:  Matthew McLean, City Clerk Date: <u>9-14-23</u>	
APPROVED AS TO FORM:  Kim Adams Pratt, City Attorney Date: <u>9-14-2023</u>	





SCJ ALLIANCE  
CONSULTING SERVICES

Exhibit A  
Scope of Work  
Periodic Update of the Comprehensive Plan  
Lake Forest Park, WA

**Prepared For:** Steve Bennett, Planning Director, City of Lake Forest Park

**Prepared By:** Cristina Haworth, AICP, Project Manager

**Date Prepared:** August 1, 2023

Introduction:

Lake Forest Park is required to update its Comprehensive Plan by December 31, 2024, in accordance with the Growth Management Act (GMA). The Comprehensive Plan provides elected and appointed officials, city staff, residents, the business and development community, and other interested persons with a consistent, relevant plan for development. The Plan is based on a community vision, values, and priorities and guides the City’s decision-making and development patterns over the next 20 years.

SCJ Alliance has been selected to support the City in completing this project. Work is anticipated to include: creating detailed project work plans for project phases; reviewing and identifying gaps in the City’s existing planning and policy documents using the Washington Department of Commerce (DOC) and Puget Sound Regional Council (PSRC) checklists and resources; conduct robust and authentic community outreach and engagement efforts; work with City Council to define a clear direction and vision for the 2024 Comprehensive Plan; coordinate with multiple city departments, partner agencies, and other project partners; and complete the Comprehensive Plan and development regulations updates by the state-mandated deadline. The following Scope of Work details the specific tasks, deliverables, conditions, and assumptions for completing the project.

Phase 1 Project Management and Coordination

*Task 1 Kickoff Meeting*

SCJ will work with City staff to schedule and facilitate a kickoff meeting with primary staff to be involved in the project. The kickoff meeting will set expectations for the work, including reviewing the project scope and milestone schedule. We will also discuss communication protocols between team members on the client and consultant sides to make sure information is flowing in a controlled manner. SCJ will prepare a meeting agenda and materials, facilitate the meeting, and record meeting notes for distribution to attendees following the meeting. Final notes will be circulated if comments or edits are identified.



*Task 2 Project Work Plan*

Following the kickoff meeting, SCJ will finalize the project work plan. The project work plan includes the Scope of Work (this document and a record of changes) and schedule.

*Task 3 Biweekly Check In Meetings*

The SCJ and Lake Forest Park Project Managers will meet on a biweekly basis to review the project work plan, progress to date, and upcoming deliverables and deadlines. Meetings will last for 30 minutes and may be cancelled or rescheduled as necessary.

*Task 4 Monthly Invoicing and Progress Reports*

Invoices will be delivered electronically monthly and will be accompanied by a progress report (cover letter) summarizing work performed in each billing period.

*Task 5 Interdepartmental Coordination Meetings*

SCJ will attend up to three, two-hour interdepartmental coordination meetings that are scheduled, hosted, and facilitated by staff. Meetings will be held at the following three milestones:

- Comprehensive Plan Audit – Presentation of Findings
- Early Draft Plan – Presentation of Consolidated Draft
- Implementation Plan – Presentation of Initial Draft

## Phase 1 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The City will determine attendees for the kickoff meeting. We anticipate the Mayor, City Administrator, Planning staff, Public Works Director, and a public information officer will be present; other departments may be represented as the discretion of the City.
3. The City's project manager will make themselves available for recurring, 30-minute biweekly meetings. We anticipate the occasional need to cancel or reschedule these meetings as mutually agreed to.

## Phase 1 Deliverables

- Kickoff Meeting Agenda and Notes – Draft and Final
- Project Work Plan – Final
- Biweekly Check In Meeting Agendas and Notes
- Monthly Invoices and Progress Reports
- Interdepartmental Coordination Meeting Agendas and Notes

## Phase 2 Community Engagement

### *Task 1 Public Participation Plan*

SCJ will finalize a Public Participation Plan that documents the purpose, methods, schedule, and participants for public engagement throughout this project.

### *Task 2 Orientation Interviews*

The SCJ team will meet with community representatives, collaborators, and other interested parties to understand key topics and issues that are important to the community. City staff will identify interviewees and manage interview scheduling logistics. We will conduct up to six one-hour meetings (individual interviews or small focus groups) over two days.

### *Task 3 Public Engagement Events*

We will plan and execute up to three major events, including:

- Community Vision, Values, and Priorities Survey
- Housing, Land Use, and Infrastructure Workshop
- Presentation of Public Review Draft Plan

We will also plan for smaller, ad hoc engagement opportunities and prepare a mobile engagement kit or similar materials. Where possible, existing events (including, but not limited to, National Night Out, seasonal farmers markets, etc.) will be used as a primary method of public outreach and SCJ will prepare materials as part of the engagement kit to support outreach at these events.

### *Task 4 Project Website and Social Media*

We will coordinate with Lake Forest Park's communications staff to support public engagement activities and project updates, providing initial website content and review of City-drafted social media posts. Initial website content will include a project overview narrative, up to three graphics, and recommendations for resources to be linked from the webpage.

## Phase 2 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The City will determine orientation interviewees, and will extend invitations on SCJ's behalf.
3. City staff will participate in public engagement events where possible. One SCJ staff will lead, in person, the Housing, Land Use, and Infrastructure Workshop and the Public Review Draft Plan presentation event. City staff will lead outreach at existing community events, such as National Night Out, seasonal farmers markets, etc.
4. City staff will manage the advisory committee and update SCJ on committee efforts.
5. The survey will be hosted on a digital platform. If the City chooses to accept paper surveys, City staff will complete data entry into the digital platform.

6. City staff will prepare and manage a project website. SCJ will prepare initial content and up to three major refreshes.
7. City staff will operate social media related to this project. SCJ will provide messaging and materials as necessary to support social media posts.

## Phase 2 Deliverables

- Public Participation Plan – Draft and Final
- 2015 Comprehensive Plan Implementation Report Card
- Orientation Interview Questions and Notes (up to 6 interviews)
- Community Vision, Values, and Priorities Survey – Draft and Final
- Major Public Engagement Event Materials – Draft and Final (up to 2 events)
- Minor Public Engagement Event Materials – Draft and Final
- Public Engagement Collateral (website content, flyers, cards, etc.)
- Public Engagement Summary Report – Draft and Final

## Phase 3 Project Understanding

This phase of work will establish an understanding of the policy environment and update needs for the Comprehensive Plan.

### *Task 1 Demographics Report*

SCJ will update the Comprehensive Plan’s demographic information by preparing a community profile with infographics using the US Census and American Community Survey information. This task also includes compiling GIS data from the City and other public sources for maps.

### *Task 2 Policy Framework*

The SCJ team will review and analyze existing plans and other relevant planning documents and will compile this information into a single, cohesive reference document. This will be a living document, keeping track of emerging policy initiatives.

### *Task 3 Projections and Land Use Needs Analysis*

The SCJ team will review existing land uses and compare them to population forecasts and policy guidance from King County and PSRC. We will prepare a report documenting findings and recommendations to comply with current policy requirements and recent legislation and achieve the type, mix, and scale of development desired by the community.

### *Task 4 GMA and PSRC Checklists*

The SCJ team will complete the GMA and PSRC checklists and prepare a gap analysis/recommendations report summarizing required updates to the Comprehensive Plan and development regulations.

## Phase 2 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The City will provide current copies of all relevant planning and policy documents in an electronic format (PDF preferred) for review by the SCJ team.
3. The City will provide any demographic information and GIS data available and relevant to this project.

## Phase 2 Deliverables

- Demographics Report – Draft and Final
- GIS Geodatabase with Metadata (metadata only for new data created for this project)
- Project Basemap
- Policy Framework
- Population Projections and Land Use Needs Analysis Report – Draft and Final
- GMA Checklist
- PSRC Checklist
- Gap Analysis/Recommendations Summary Report

## Phase 4 Comprehensive Plan Update

### *Task 1 Confirming the Vision*

SCJ will review and refine Lake Forest Park's vision statement to reflect the community's aspirations, priorities, and values, based on results of community engagement. The community visioning survey (see Phase 2, Task 4 above) will confirm the vision as presently adopted and identify necessary refreshes to reflect the community as it exists today.

### *Task 2 Housing Needs Assessment*

The SCJ team will prepare a housing needs assessment (HNA) addressing housing needs in the City based on the forecasted growth, existing housing stock and land use assumptions. The HNA will include a plan for accommodating the projected growth through 2044, including housing needs for people across all income levels. The housing needs assessment will focus on gaps in existing housing stock, types, and levels of affordability. The housing needs assessment will be performed by subconsultant Leland Consulting Group.

### *Task 3 Plan Drafting and Regulations Recommendations*

The SCJ team will prepare draft updates to each element of the Comprehensive Plan as follows:

- **Introduction/Vision.** Review, update, and revise as necessary and incorporate existing plan documents. Incorporate the updated vision statement developed in Task 1 of this work phase.

- **Land Use Element.** Update as necessary, including the land use capacity analysis and growth projections to ensure relevance of existing policies and recommend new policies if gaps are identified. Review, update, and revise as necessary to address existing planning documents including Town Center and Southern Gateway planning documents and regulatory criteria.
- **Environmental Quality and Shorelines Element.** Review, update, and revise as necessary and address existing plan documents. Coordinate with Climate Action Committee to ensure consistency with the Climate Action Plan initiative.
- **Housing Element.** Update element to be consistent with the HNA, recently adopted legislation related to residential zoning and middle housing, any other new requirements from the Department of Commerce, and any other new requirements in King County's Countywide Planning Policies.
- **Economic Development.** Review, update, and revise as necessary and address existing plan documents including Town Center and Southern Gateway planning and regulatory documents.
- **Community Services & Public Safety Element.** Review, update and revise as necessary with input from Police Department.
- **Capital Facilities Element.** Review, update, and revise as necessary, with input from Public Works Department.
- **Parks, Trails, & Open Space Element.** Review, update, and revise as necessary, with input from Public Works staff and Parks and Recreation Advisory Board. Ensure continuity with Parks, Recreation, Open Space, and Trails (PROST) Plan and concurrent planning initiatives related to the Lakefront Park property.
- **Utilities Element.** Review current plans and recommend changes to ensure consistency with other plan elements while paying attention to potential growth and infrastructure needs. Consider potential utility investment and carrying capacity in the context of revised housing goals.
- **Transportation Element.** Review, update, and revise as necessary to be consistent with Safe Highway and Safe Streets planning initiatives and with input from Public Works Department staff.
- **Appendices.** Review, update, and revise as needed.

Updates will address deficiencies identified in the GMA and PSRC checklists and gap analysis and rely on updated technical studies, as appropriate. It is anticipated that most elements will require only smaller, strategic updates for legislative and policy compliance and alignment with other City plans. Larger updates are expected in the Land Use and Housing elements and infrastructure-related goals and policies in the Capital Facilities, Utilities, and Transportation elements. The plan will conform to the GMA, PSRC, and King County's Countywide Planning Policies.

Where appropriate, the SCJ team will coordinate proactively with PSRC to streamline future certification.

The SCJ team will prepare an internal review draft of each element, delivered as a text-only Word file for Track Changes review. Following incorporation of City review comments, SCJ will compile updated elements into a public review draft of the Comprehensive Plan.

*Task 4 Planning Commission Working Meetings*

The SCJ team will attend up to two in-person and up to four additional virtual Planning Commission meetings to work through updates to the Comprehensive Plan elements. Meetings will occur approximately monthly and will provide approximately two opportunities for Planning Commission to review and discuss each updated element. Meetings will be hosted by the City. The structure for review will be:

- Review of gaps and update needs on a topic-by-topic basis
- Discussion of methodology or proposed updates on a topic-by-topic basis
- Review of updated draft element on a topic-by-topic basis

Meetings will typically include a review of material previously discussed followed by introduction of new material. The City will transmit materials to Planning Commissioners in advance for active and participatory discussion at each working meeting.

*Task 5 Implementation*

SCJ will create an implementation strategy for the Comprehensive Plan, including near-term, mid-term, and long-term actions. Close coordination with various City departments is necessary to support this task.

*Task 6 SEPA Review*

SCJ will prepare a SEPA checklist evaluating the environmental impacts of the recommended updates. The City will lead environmental review and issuance of a threshold determination.

*Task 7 Final Comprehensive Plan*

Following public and environmental (SEPA) review, SCJ will prepare a final Comprehensive Plan for the adoption and certification process. The final plan will be provided as a PDF and its native files, including an InDesign package with all linked documents and graphic elements.

### Task 8 *Development Regulations Amendment Recommendations*

SCJ will review development and critical areas regulations and draft a technical memorandum addressing recommended and required changes necessary to be consistent with updated Comprehensive Plan policies, Department of Ecology requirements and Department of Commerce guidance. The memo will identify immediate needs and updates that can be addressed at a future date.

### Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. Internal review drafts for each element will be reviewed by City staff. This scope includes preparation of the internal review drafts and one round of edits/revisions to address questions, comments, and redlines.
3. Drafting the comprehensive plan includes two touches for each element by Planning Commission, up to a total of six Planning Commission meetings. Two meetings will be held in person and four meetings will be held virtually.
4. The public review draft will be updated up to twice to address SEPA review comments, public comments, and any feedback from staff and elected and appointed officials.
5. A Determination of Nonsignificance referencing the Town Center and Southern Gateway EISs is anticipated for this project. An EIS for the Comprehensive Plan Update is not included in this scope of work.
6. City staff is responsible for issuing the SEPA Checklist and Threshold Determination.
7. City staff is responsible for submitting the draft plan to the Department of Commerce
8. Updates to the development regulations are not included in this scope of work. If desired, we can complete code updates on a time and materials basis authorized through a contract amendment.

### Deliverables

- Vision Statement – Draft and Final
- Housing Needs Assessment – Draft and Final
- Land Use, Housing, and Infrastructure Workshop
- Draft Comprehensive Plan Elements – Internal Review Draft (text only Word file) and Public Review Draft (PDF)
- Implementation Strategy – Internal Review Draft and Public Review Draft
- SEPA Checklist – Draft and Final
- Final Comprehensive Plan
- Development Regulations Amendment Recommendations Technical Memorandum – Draft and Final

## Phase 5 Adoption and Certification Process

### Task 1 *Planning Commission*

SCJ will support the Planning Commission in making a recommendation on the Comprehensive Plan by attending up to two additional meetings to review the final draft.

## Phase 5 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the City's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The City will lead the City Council review and adoption process.
3. The City is responsible for filing for final certification by Department of Commerce and PSRC.

## Phase 5 Deliverables

- Planning Commission Meeting Materials (up to 2 meetings)

## Additional Services and Future Work Phases

SCJ can provide additional services in support of this project, subject to additional funding and upon written agreement between SCJ and the City of Lake Forest Park. Additional services can include but are not limited to:

### A. *Additional Public Engagement*

Management of an Advisory Committee can enhance the process by providing a venue for consultation with residents, business owners, developers, peer agencies, or others with an interest in the process or outcome. SCJ can assist the City in setting up an Advisory Committee, reviewing the City's proposed committee membership and role to ensure alignment with the engagement program, and supporting committee logistics, agendas, meeting facilitation, and meeting summaries.

Estimated Fee: \$6,000-\$10,000, depending on meeting frequency

One survey and two other major engagement events are included in the base scope of work (see Phase 2, Task 4 above). SCJ can plan and execute additional major or minor public engagement events at the direction of City staff. The scope and cost for additional public engagement will be negotiated if further outreach is requested.

Estimated Fee: \$3,500-\$5,000 per additional major event

### B. *Additional SEPA Review Support*

Preparation of a SEPA Checklist is included in the base scope of work (see Phase 4, Task 5 above). At the City's direction, SCJ can prepare a draft environmental Determination, including an Environmental Impact Statement and/or mitigation conditions and actions if a Determination of Significance is likely. The scope and cost of additional environmental review will be negotiated upon completion of the SEPA Checklist, at the request of the City of Lake Forest Park.

Estimated Fee: to be determined upon completion of the SEPA Checklist.

### C. *City Council Adoption and Certification Support*

SCJ can support the City Council review and adoption process and certification by the Puget Sound Regional Council (PSRC) and Department of Commerce (DOC). We will prepare materials for and attend up to four City Council meetings and coordinate with PSRC and DOC to obtain certification.



Estimated Fee: \$8,000

### Additional Services and Future Work Phases Conditions and Assumptions

1. The scope and fee for any additional services will be negotiated between SCJ and the City of Lake Forest Park upon request for such services. The fee estimates included here are for informational purposes only and may change, depending on the negotiated scope.
2. Additional conditions and assumptions may be included with the scope of work for any requested additional services.

## Lake Forest Park Comprehensive Plan Update

# Scope of Work – Leland Consulting Group

**Date** July 25, 2023  
**To** Cristina Haworth, William Grimes, SCJ Alliance  
**From** David Fiske, Leland Consulting Group

In support of the Lake Forest Park Comprehensive Plan Update, Leland Consulting Group (LCG) will perform the following tasks. These tasks will correspond with SCJ Alliance's prime agreement scope of work, and the attached budget represents the portion of the project's overall budget that will be allocated to LCG for these tasks.

### Overview

The scope of work is organized into the following tasks:

- Task 1 – Project Initiation and Management
  - Task 2 – Housing Needs Assessment (HNA)
  - Task 3 – Economic development & market analysis
  - Task 4 – Strategy development & Comprehensive Plan Element draft
  - Task 5 – Comprehensive Plan Adoption
- Budget

### Assumptions

- LCG will primarily attend meetings virtually but may attend up to four (4) in-person meetings when face-to-face communication is deemed most beneficial. In-person meetings will be described in subsequent tasks and billed to the relevant task budget. In-person meetings should be scheduled at least two weeks in advance.
- The budget assumes 4-8 stakeholder interview meetings, conducted virtually or in-person, depending on other scheduling needs. City staff will assist in identifying and connecting LCG with key stakeholders.
- David Fiske will be the project manager for LCG; Andrew Oliver will be the Housing & Economic Development Analyst; and other LCG staff will provide support as necessary based on project needs.

### 1. Project Initiation and Management

LCG will participate in the following tasks at the outset of the project, and maintain regular communications with the project team throughout the duration of the project.

- (1.1) Participate in the project kick-off meeting with Planning Commission.
- (1.2) Participate in regular team and client check-in meetings throughout the course of the project – Relevant meetings are assumed as part of the subsequent task budgets.
- (1.3) Participate in the visioning process, as needed, particularly related to housing and economic development goals for Lake Forest Park. This task assumes one in-person visit to participate in a Land Use, Housing and Infrastructure Workshop.
- (1.4) Support data collection and GIS, as needed, with specific efforts to ensure that TAZ-level data is provided that is "clean" and without error for use in subsequent project steps.

2. Housing Needs Assessment (HNA)

LCG will conduct a Housing Needs Assessment (HNA) that closely follows the guidance provided by the Washington State Department of Commerce and supports the adoption of a Comprehensive Plan Housing Element that meets the criteria set in the most recent legislative amendments to Washington’s Growth Management Act (GMA), while incorporating the specific needs of Lake Forest Park. This task assumes at least one in-person meeting to present findings and recommendations of the HNA to the Planning Commission.

This task will be guided by the following research questions:

1. What are the most pressing housing needs in Lake Forest Park for each segment of the population (based on income, ability/disability, family size/type, etc.)?
2. What housing types can best accommodate Lake Forest Park residents in all stages of life – from first-time homebuyers/renters to new families to downsizing seniors?
3. What gaps exist in the current housing supply of Lake Forest Park in terms of type and affordability, and how can the City address them?
4. What longstanding or new barriers to affordable or diverse residential development exist in Lake Forest Park?
5. What code updates, policies, sources of funding, and other tools can be utilized to meet the needs of all economic segments of the Lake Forest Park community, and to satisfy the requirements of the Washington GMA?

This task will include the following tasks:

- (2.1) Community profile – Analyze population, household, and workforce characteristics, with documentation of projections and growth targets set by the King County Countywide Planning Policies.
- (2.2) Housing supply profile – Collect data on type, size, cost, age and tenure of housing in the city, including characteristics of rental properties.
- (2.3) Housing needs – Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households.
- (2.4) Regulatory review – Review and evaluate current housing element and other policies, including an evaluation of success in attaining planned housing types and units. Review relevant development regulations and permitting processes related to housing development to determine necessary actions to satisfy the State legislative requirements of both HB 1110 (middle housing) and HB 1337 (ADUs), including the potential for alternative compliance paths of HB 1110.
- (2.5) Land capacity – Determine sufficient land and zoning capacity to provide for housing needs at all income brackets to meet the legislative requirements of HB 1220 to show sufficient land capacity to meet the housing needs of moderate, low, very low, and extremely low-income households, as well as capacity for permanent supportive housing and emergency housing and shelters, and the removal of barriers to the “adequate provision” of housing.

Deliverables:

- Housing Needs Assessment (HNA) draft and final report
- Presentations and related materials to present the HNA to City staff, Planning Commission, and City Council, as needed.

### 3. Economic Development & Market Analysis

LCG will create a high-level economic and market analysis that profiles Lake Forest Park's existing workforce, major employers, commute patterns, and recent commercial development trends in relation to the regional market.

This task will include:

- (3.1) A summary of the local economy and its strengths and weaknesses
- (3.2) An assessment of employment growth in Lake Forest Park, and documentation and support for accommodating job growth targets set by the King County Countywide Planning Policies.
- (3.3) Identification of policies and programs to foster local economic growth that meet the goals set throughout the Comprehensive Planning process, including financial tools and funding strategies to meet the infrastructure and service needs of residents, and to assess the fiscal impacts of land use decisions on revenue and budget.

**Deliverables:**

- Economic Development & Market Analysis memorandum

### 4. Strategy development & Comprehensive Plan Element drafts

LCG will support in recommendations and implementation strategy development in relation to both the Housing and Economic Development Elements of the Comprehensive Plan, and ensure the GMA checklists related to housing and economic development are fulfilled.

This task will include:

- (4.1) Incorporating findings from both the Housing Needs Assessment and Economic Development & Market Analysis into both elements.
- (4.2) Include policies and analysis to ensure both elements meet the requirements of HB 1220, HB 1110, HB 1337, and other recent legislation.

### 5. Comprehensive Plan Adoption Support

LCG will support SCJ and City staff in the adoption process and attend a meetings virtually to present draft elements and recommendations to Planning Commission or City Council, as needed.

**Deliverables:**

- Presentation and related materials to support the adoption process.

## Budget

Task	Hours	Expenses	Budget
1. Project Initiation & Management	23	\$1,000 (Travel, in-person)	\$4,820
2. Housing Needs Assessment (HNA)	120	\$2,000 (Travel, in-person)	\$21,935
3. Economic Development Analysis	50		\$8,500
4. Strategy & Plan Development	75		\$12,725
5. Adoption Support	14		\$2,280
<b>Total</b>			<b>\$50,260</b>

	2023												2024											
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D						
	<b>Project Management &amp; Coordination</b>	[Solid blue bar]																						
Kickoff Meeting	[Blue dot at start of 2023]																							
Biweekly Check-In Meetings	[Dotted blue line with arrows from start of 2023 to end of 2023]																							
Interdepartmental Coordination Meetings	[Blue dots at Oct 2023, Nov 2023, Dec 2023]																							
<b>Community Engagement</b>	[Solid dark blue bar]																							
Public Participation Plan	[Blue dot at start of 2023]																							
Orientation Interviews	[Blue dot at start of 2023]																							
Community Vision, Values, and Priorities Survey	[Blue bar from Aug to Oct 2023]																							
Major Outreach Events	[Blue dots at Nov 2023 and Apr 2024]																							
Website, Social Media, and Minor Outreach Events	[Dotted blue line with arrows from start of 2023 to end of 2023]																							
Planning Commission Working Meetings	[Blue dots at Jan, Feb, Mar, Apr, May, Jun 2023]																							
<b>Project Understanding</b>	[Solid orange bar]																							
Demographics Report	[Orange bar from Aug to Oct 2023]																							
Policy Framework	[Orange bar from Aug to Oct 2023]																							
Projections and Land Use Needs Analysis	[Orange bar from Aug to Oct 2023]																							
GMA and PSRC Checklists	[Orange bar from Aug to Oct 2023]																							
<b>Comprehensive Plan Update</b>	[Solid green bar]																							
Community Vision	[Green bar from Aug to Oct 2023]																							
Housing Needs Assessment	[Green bar from Aug to Oct 2023]																							
Comprehensive Plan & Implementation Strategy	[Green bar from Oct 2023 to Apr 2024, labeled 'draft' and 'final']																							
PSRC Check Ins	[Green dots at Nov 2023 and Dec 2023]																							
SEPA Scoping & Environmental Review (assumes DNS)	[Green bar from Feb to Apr 2024]																							
Regulations Recommendations	[Green bar from Oct 2023 to Dec 2023]																							
<b>Final Certification Process</b>	[Solid yellow bar]																							
Planning Commission Recommendation Meetings	[Yellow dots at Mar and Apr 2024]																							
City Council & Certification Processes (by LFP Staff)	[Yellow bar from Jun 2024 to Dec 2024]																							











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

**Contract Number:**

24-63336-123

**For**

**Middle Housing Grant**

**Dated:**

Date of Execution



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## Face Sheet

Contract Number: 24-63336-123

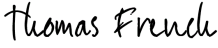
### Local Government Division Growth Management Services Middle Housing Grants

<b>1. Contractor</b> City of Lake Forest Park 17425 Ballinger Way NE Lake Forest Park, WA-98155		<b>2. Regional Planner</b>  Ted Vanegas <a href="mailto:Ted.Vanegas@commerce.wa.gov">Ted.Vanegas@commerce.wa.gov</a>	
<b>3. Contractor Representative</b> Phillip Hill City Administrator 206-957-2802 <a href="mailto:phill@cityofflp.gov">phill@cityofflp.gov</a>		<b>4. COMMERCE Representative</b> Anne Aurelia Fritzel                      1011 Plum Street SE Housing Planning Manager              Olympia, WA 98504 360-259-5216 <a href="mailto:Anne.Fritzel@commerce.wa.gov">Anne.Fritzel@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$50,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> Date of Execution
<b>8. End Date</b> June 30, 2025			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>ALN</b> N/A			
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> 0018019-00	<b>12. UBI #</b> 601-140-623	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.			
<p>COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget.</p> <p>Signature Block on next page</p>			



Section 8, Item B.

**FOR CONTRACTOR**

DocuSigned by:  
  
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Thomas French, Mayor  
 City of Lake Forest Park

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3/6/2024 | 10:41 AM PST

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Date

DocuSigned by:  
  
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Kim Adams Pratt, City Attorney

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2/26/2024 | 8:22 AM PST

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Date

DocuSigned by:  
  
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Matthew McLean, City Clerk

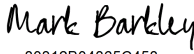
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3/6/2024 | 11:02 AM PST

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Date

**FOR COMMERCE**

DocuSigned by:  
  
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Mark K. Barkley, Assistant Director  
 Local Government Division

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3/6/2024 | 1:19 PM PST

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Date

**APPROVED AS TO FORM ONLY  
 BY ASSISTANT ATTORNEY GENERAL  
 APPROVAL ON FILE**

## Special Terms and Conditions

### 1. AUTHORITY

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

### 2. CONTRACT MANAGEMENT

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

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

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

### 3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$50,000 (fifty thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### 4. BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

#### Invoices and End of Fiscal Year

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

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

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

#### Duplication of Billed Costs

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



### Disallowed Costs

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

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

## **5. SUBCONTRACTOR DATA COLLECTION**

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

## **6. INSURANCE**

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

## **7. FRAUD AND OTHER LOSS REPORTING**

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

## **8. LICENSE TO USE MATERIALS**

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

## **9. ORDER OF PRECEDENCE**

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

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



## **General Terms and Conditions**

### **1. DEFINITIONS**

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

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

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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





iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

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

## 6. COPYRIGHT

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

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

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

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

## 7. DISPUTES

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



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

#### **8. GOVERNING LAW AND VENUE**

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

#### **9. INDEMNIFICATION**

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

#### **10. LICENSING, ACCREDITATION AND REGISTRATION**

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

#### **11. RECAPTURE**

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

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

#### **12. RECORDS MAINTENANCE**

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

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

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

#### **13. SAVINGS**

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

#### **14. SEVERABILITY**

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

**15. SUBCONTRACTING**

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

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

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

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

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

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

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

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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



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

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

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

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

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

## 20. TREATMENT OF ASSETS

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

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



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

**21. WAIVER**

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

## Attachment A: Scope of Work

Grant Objective: Along with public engagement and public hearing(s), integrate HB1110 (Middle Housing) requirements into Comprehensive Planning goals and strategies and prepare development code regulations that implement the requirements of HB 1110.			
Actions/Steps/ Deliverables	Description	Start Date	End Date
<b>Action 1</b>	<b>Develop Public Engagement Plan, Materials, Outreach, and Summary Report</b>	<b>September 2023</b>	<b>May 2025</b>
Step 1.1	Develop Middle Housing public engagement plan, including identifying groups/entities to be engaged (such as renters, vulnerable communities, and all geographic areas of the city) and preferred methods for engagement.	September 2023	December 2023
Step 1.2	Prepare informational materials for the public related to middle housing	November 2023	January 2024
Step 1.3	Hold public meetings and outreach events.	January 2024	May 2025
Step 1.4	Draft public outreach summary report.		
<b>Deliverable 1</b>	<b>Middle Housing Public Engagement Plan, Materials, Outreach, and Summary Report</b>		<b>June 13, 2025</b>
<b>Action 2</b>	<b>Analyze HB 1110 75%/25% Alternative Density Requirements</b>	<b>November 2023</b>	<b>February 2024</b>
Step 2.1	GIS analysis to identify parcels with environmental constraints	November 2023	December 2023
Step 2.2	GIS and quantitative analysis to identify parcels with elevated risk of displacement using demographic and real-estate indicators	January 2024	February 2024
<b>Deliverable 2</b>	<b>Report with Maps, Tables, and Methodology Describing Results of Alternative Compliance Analysis and Potential Lots to be Excluded from HB 1110 Requirements</b>		<b>February 29, 2024</b>
<b>Action 3</b>	<b>Develop HB 1110 and 1337 off-street parking development regulations for Middle Housing and ADUs</b>	<b>July 1, 2024</b>	<b>June 13, 2025</b>

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



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



## Attachment B: Budget

Grant Objective: Along with public engagement and public hearing(s), integrate HB1110 (Middle Housing) requirements into Comprehensive Planning goals and strategies and prepare development code regulations that implement the requirements of HB 1110.	Fiscal Year (FY)	Commerce Funds
Deliverable 2. Report with Maps, Tables, and Methodology Describing Results of Alternative Compliance Analysis and Potential Lots to be Excluded from HB 1110 Requirements	FY1 – February 29, 2024	\$15,000
Deliverable 4. Recommendations report describing potential middle housing types for further integration into development regulation amendments.	FY1 – March 31, 2024	\$8,000
Deliverable 5. Adopted Middle Housing Comprehensive Plan policies	FY1 – December 31, 2024	\$2,000
Deliverable 3. Recommendations report describing potential safety impacts of reduced parking within ½ mile of transit and recommended parking standards	FY2 – March 31, 2025	\$5,000
Deliverable 1. Middle Housing Public Engagement Plan, Materials, Outreach, and Summary Report	FY2 – June 13, 2025	\$5,000
Deliverable 6. Adopted Middle Housing Development Regulation Amendment Ordinances	FY2 – June 13, 2025	\$15,000
<b>Grant Total:</b>		<b>\$50,000</b>

Funds must be invoiced in the appropriate fiscal year (FY1 or FY2), or they may not be able to be paid. Please be sure to invoice for all FY1 by June 30, 2024 and FY2 by June 30, 2025.



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date** April 11, 2024

**Originating Department** Executive

**Contact Person** Phillip Hill, City Administrator  
Kim Adams Pratt, City Attorney

**Title** Ordinance 24-1291/Creating a new chapter in the Lake Forest Park Municipal Code relating to the acceptance of donations

## Legislative History

- First Presentation – April 11, 2024

## Attachments:

1. Ordinance 24-1291/Adopting a new chapter in the Lake Forest Park Municipal Code “Acceptance of Donations”

## Executive Summary

The mayor and council have expressed interest in adopting policies and procedures to allow for the city to receive donations. Local governments in Washington State are allowed to receive donations per RCW 35.21.100, which states:

Every city and town by ordinance may accept any money or property donated, devised, or bequeathed to it and carry out the terms of the donation, devise, or bequest, if within the powers granted by law. If no terms or conditions are attached to the donation, devise, or bequest, the city or town may expend or use it for any municipal purpose.

Included is a draft ordinance for council discussion.

## Background

Currently there is not a mechanism allowing the City of Lake Forest Park to accept donations. Over the past few years members of the public have desired to donate to the police department. To accept these donations, they have been made to an outside non-profit police foundation on behalf of the police department.

Adopting a policy by which the city can accept all forms of donations intended specifically to benefit the city will provide for an easy to understand and accessible process. The draft ordinance sets limitations on donations that may be accepted by the mayor or designee, those to be considered for acceptance by city council, and provides a general structure for assessing whether the proposed donation is consistent with city adopted plans and visions, and assessing costs associated with ownership, prioritization of city resources, and any terms or restrictions on the donation.

Allowed donations, including those to support the city in a declared local emergency, and Prohibited Donations are also outlined in the proposed ordinance.

**Fiscal & Policy Implications**

Fiscal implications would be considered as part of the proposed donation assessment, such as operations and maintenance associated with real property donations.

Section 2 directs the Finance Director to establish accounting procedures to carry out the terms of the chapter.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>Adopt policies and procedures allowing for donations to the city.</li> </ul>	<p>The administration will create the necessary forms and procedures to support donations to the city.</p>
<ul style="list-style-type: none"> <li>Do not adopt policies and procedures allowing for donations to the city.</li> </ul>	<p>Donations to the police department will be allowed through the outside police foundation and all others require separate ordinances for each donation.</p>

**Staff Recommendation**

Discuss and provide the administration with requested changes/additions for consideration at a future council meeting.

**ORDINANCE NO. 24-1291**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, RELATING TO THE ACCEPTANCE OF DONATIONS BY THE CITY OF LAKE FOREST PARK; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Lake Forest Park (the "City") is a non-charter code city, by virtue of the Constitution and laws of the State of Washington; and

**WHEREAS**, pursuant to Chapter 35A.11 RCW, the City Council may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the City; and

**WHEREAS**, the City has been and may continue to be approached by private citizens, business groups, or other private organizations desiring to make donations to the City for public purposes; and

**WHEREAS**, the City Council desires to adopt this ordinance to establish the policies and procedures of the City to accept money or non-monetary donations, devises, or bequests.

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

**Section 1. ADOPTION.** A new chapter XXXX Lake Forest Park Municipal Code is created "Acceptance of Donations" as follows:

**XXXX Purpose.**

The purpose of this chapter is to establish policies and procedures for acceptance of donations by the City of Lake Forest Park. The City Council finds it prudent to adopt such policies and procedures to direct the administration in instances where an individual or entity wishes to make a donation to the City for public purposes.

**XXXX Definitions.**

The following definitions shall apply to this chapter:

“Conflict of Interest” means an action that, if taken by a City officer or employee, would violate a local, state, federal, or professional code of ethics applicable to that City officer or employee

"Donation" refers to any money or property, real or personal, donated, devised, or bequeathed, with or without restriction, to the City of Lake Forest Park. As used in this chapter, the term "donation" does not refer to any money or property, real or personal that may be reasonably classified as a grant.

“Donation Agreement” means the legal instrument, in a form approved by the City Attorney, that sets out the terms and conditions of the donation and is executed by the authorized representatives of the City and of the Donor.

“Financial Asset” means stocks, bonds, and assets readily convertible into Cash, such as a marketable security, a note, an account receivable, and cryptocurrency.

“Monetary Donation” means the official legal tender of a sovereign nation state, checks, and money orders.

“Personal Property” means any movable or intangible thing that is subject to ownership and is not Real Property. For the purposes of this Chapter, “Personal Property” does not include Monetary donation or Financial Assets.

“Real Property” means land, and anything growing on, attached to, or erected on it, excluding anything that may be easily severed without injury to the land.

**XXXX Acceptance of Donations**

A. Limitation on Acceptance of Donations. The City may accept and use donations only for purposes related to those powers granted to the City by law. All donations to the City that are accompanied by any contingency, term, or condition on the use by the City of such donation that is inconsistent with this chapter, contrary to law, or inconsistent with the policies, plans, goals, or any other ordinance of the City shall be declined by the City. Subject to this limitation, the following apply to the acceptance of donations:

1. Monetary Donations under \$10,000. The Mayor or designee is authorized to accept any monetary donation under \$10,000 to the City, and to abide by any terms or conditions of the donation. If no terms or conditions are attached to the donation the City may expend or use the same for any public purpose consistent with this chapter. Such donations shall be reported to the City Council at the first regular meeting following acceptance.

2. Monetary Donations of \$10,000 or Greater. Any monetary donation of \$10,000 or greater shall be approved by the City Council before acceptance. Upon such approval by the City Council, the Mayor or designee is authorized to accept such monetary donation to the City, and to abide by any terms or conditions of the donation.

If no terms or conditions are attached to the donation the City may expend or use the same for any public purpose consistent with this chapter.

3. Personal Property Donations Directly Supporting City Events or Community Activities. The Mayor or designee is authorized to accept personal property donations that support specific city events and other community activities.

4. Other Personal Property Donations. The Mayor or designee will assess the utility to the City and value of personal property donations offered to the City (other than in subpart 3. Above).

a. If the estimated value of the donation is less than \$10,000, the Mayor or designee is authorized to accept such donations. Such donations shall be reported to the City Council at the first regular meeting following acceptance.

b. If the estimated value of the donation is \$10,000 or greater, the Mayor or designee is authorized to accept such donation upon approval by the City Council.

5. Real Property Donations. The Mayor or designee will evaluate the proposed donation for consistency with City adopted plans and visions, costs associated with ownership, prioritization of City resources, and any terms or restrictions on the donation. The donation shall be presented to the City Council for evaluation and a decision whether to accept the donation. If the donation is accepted by the City Council, the Mayor is authorized to execute all legal instruments necessary to effectuate acceptance of the donation and the transfer of the real property to the City.

A. The City shall not take possession of any Donation until it has been accepted and a Donation Agreement has been fully executed by the Donor and the City officer or employee authorized to accept the Donation.

**XXXX Emergencies.**

A. Where a proclamation of local emergency has been declared pursuant to Chapter 8.15 LFPMC, the Mayor is authorized to accept any donation that may reasonably aid the City in responding to the emergency.

B. The authority granted to the Mayor under this section shall expire when the proclamation of local emergency is lifted.

**XXXX Prohibited Donations.**

The City shall not accept Donations from following categories of donors or donations:

A. Candidates, as defined by RCW 42.17A.005;

B. Political Committees, as defined by RCW 42.17A.005;

- C. An individual or entity with a pending application for a permit or approval by the City;
- D. An individual or entity that has submitted a bid, proposal, or quote to the City and no decision to award a contract for the advertised work has been made;
- E. An individual or entity that has a matter pending before the City’s Hearing Examiner; and
- F. An individual or entity that is in active litigation with the City.
- G. Where acceptance of the donation would constitute a conflict of interest.

**XXXX Procedure for Acceptance of Donation.**

- A. All donations shall be offered in writing to the City and directed to the Mayor or designee. The City shall not take possession of any Donation until it has been accepted and a Donation Agreement has been fully executed by the Donor and the City officer or employee authorized to accept the Donation.
- B. If a donation is not approved or accepted by the City, but the City is in receipt of same, the donation shall be immediately returned to the private citizen, business group, or private organization attempting to make such donation in a manner that properly documents the return of such donation by the City.

Section 2 ACCOUNTING PROCEDURES. The Finance Director is directed to establish accounting procedures as may be necessary to carry out the terms of this chapter, in accordance with all applicable laws of the State of Washington and requirements of the Office of the State Auditor.

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

Section 5. 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 XXth day of XXXX, 2024

APPROVED:

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Tom French  
Mayor

ATTEST/AUTHENTICATED:

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Matthew McLean  
City Clerk

APPROVED AS TO FORM:

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Kim Adams Pratt  
City Attorney

Introduced:  
Adopted:  
Posted:  
Published:  
Effective:

DRAFT





# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date** April 11, 2024

**Originating Department** Community Development Department

**Contact Person** Mark Hofman, Community Development Director

**Title** Resolution 24-1948 / Creating a Temporary Policy Advisory Task Force for Climate Planning

### Legislative History

- First Presentation March 28, 2024, Regular City Council Meeting
- Second Presentation/Action April 11, 2024, Regular City Council Meeting

### Attachments:

1. Resolution 24-1948

### Executive Summary

The city has been awarded a grant by the Department of Commerce in an amount not to exceed \$500,000 to assist with the climate planning policies and development regulations work needed to comply with the climate planning requirements of legislation passed in 2023 (HB 1181). The legislation added a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with resilience and greenhouse gas emissions mitigation sub-elements.

This climate planning work is distinct and separate from the ongoing periodic update of the Comprehensive Plan, due by December 2024. Under GMA, Lake Forest Park is now required to complete the climate planning work by 2029. However, due to grant funding award and opportunity, Lake Forest Park can move forward its obligation and begin the climate planning work at this time, through June 2025, under the scope of work and budget for the Climate Planning Grant.

Through the attached Resolution, there will be created the city's Climate Policy Advisory Team to consist of nine volunteer members, to be filled by (up to) three (3) members of the Planning Commission, three (3) members of the Climate Action Committee, one (1) member of the Tree Board, and two (2) qualified interested residents. The Climate Policy Advisory Team would be supported by a liaison from the City Council, as well as an alternate. The primary purpose of the task force is to advise

the city on policy and regulations resulting in the addition of a climate element to the Comprehensive Plan.

Generally, the Climate Policy Advisory Team would meet once per month (schedule and dates to be determined), with special meetings as may be needed. The Climate Policy Advisory Team will be administered by the Community Development Director, who will have the support of the Community Development and Public Works Departments, as well as a qualified climate planning consulting firm (to be determined subject to an RFQ process) performing the scope of work for the Climate Planning Grant.

The Climate Policy Advisory Team shall be disbanded when their primary purpose of advising on the creation of a climate element to the Comprehensive Plan is completed, likely in Summer or Fall of 2025.

**Background**

As part of the climate planning policies and development regulations update, several required deliverables were identified that fit within the timeline of the grant. Specifically included as Task 2.1 in the scope of work for the grant is:

- Form a Climate Policy Advisory Team

Section 2.22.020.C of the Lake Forest Park Municipal Code authorizes the creation of “task forces or committees” on a temporary or indefinite basis to deal with a specific policy area or issue. Such task forces may be created jointly by the Mayor and the Council. Scopes of work are subject to Council approval and the committee will be disbanded when its purpose has been achieved or terminated.

The city had not yet begun discussion and advertisement for interest, appointment, or confirmation procedures for the suggested task force prior to introduction at the March 28, 2024 meeting of the City Council. Review and direction from the City Council was first sought at introduction of the Resolution regarding the purpose, formation, make up and temporary basis, etc. as deemed appropriate. Candidates for confirmation by Council will be brought to a future meeting for consideration.

On March 28, 2024 City Council directed staff to discuss the formation of a Climate Policy Advisory Team at the upcoming meetings of the Planning Commission, Climate Action Committee, and Tree Board and return to the Council’s regular meeting of April 11, 2024.

In addition to the primary climate element and planning purpose of the task force, assistance with the following tasks is also anticipated:

- Explore climate impacts, identify community assets, and consider environmental justice;
- Audit existing plans and policies for climate gaps and opportunities;
- Assess vulnerability and risk;
- Pursue pathways to adapt/expand existing goals and identify policy co-benefits;
- Gather local greenhouse gas (GHG) emission and planning data;
- Inventory and estimate GHG emissions;
- Perform a vehicle mile travel (VMT) study;

- Establish emission reduction targets;
- Produce a final review draft of a climate element with resilience and greenhouse gas emissions goals and policies.

**Fiscal & Policy Implications**

Support of the Climate Policy Advisory Team will have minimal fiscal impact as it can be supported by existing staff and funds from the Climate Planning Grant.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"><li>• Authorize the creation of a Climate Policy Advisory Team.</li></ul>	The Climate Element Planning work will be supported by a broad advisory team of qualified members.
<ul style="list-style-type: none"><li>• Do not form a Climate Policy Advisory Team.</li></ul>	The full formation and review of the Climate Element Planning work will be assisted by efforts to coordinate with the Planning Commission and the Climate Action Committee.

**Staff Recommendation**

As directed, staff will discuss the formation of a Climate Policy Advisory Team at the April 4, 2024 meeting of the Planning Commission, the April 2 meeting of the Climate Action Committee, and the April 3 meeting of the Tree Board, then return to the Council’s regular meeting of April 11, 2024 with feedback. Following a review of the attached Resolution, staff recommends waiving the three-touch rule and that the Council pass resolution 24-1948, creating the Climate Policy Advisory Team.

**RESOLUTION NO. 24-1948**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CREATING A TEMPORARY POLICY ADVISORY TASK FORCE FOR CLIMATE PLANNING**

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**WHEREAS**, the Administration and City Council are in agreement that climate change poses real hazards to the City of Lake Forest Park and its citizens; and

**WHEREAS**, the Administration and City Council recognize that many citizens of Lake Forest Park possess important expertise pertaining to the effects and mitigations of climate change; and

**WHEREAS**, Chapter 2.22 of the Lake Forest Park Municipal Code (LFPMC), Volunteer Commission System, provides in section 2.22.020.C for the creation of task forces or committees on a temporary or indefinite basis to deal with a specific policy area or issue; and

**WHEREAS**, under the Growth Management Act (GMA), the City of Lake Forest Park is required to perform a periodic update of its comprehensive plan by the end of 2024; and

**WHEREAS**, separate but related to the effort for the periodic update of the Comprehensive Plan, the City of Lake Forest Park is required to comply with the additional climate planning requirements of Washington State legislation passed in 2023 (HB 1181). The legislation adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with resilience and greenhouse gas emissions mitigation sub-elements; and

**WHEREAS**, to assist with the climate planning policies and development regulations work needed to comply with GMA legislation, the State Legislature has provided essential funding available to local jurisdictions to help offset the burden and cost of compliance; and

**WHEREAS**, the Department of Commerce has awarded the City a grant of \$500,000 to assist with climate planning Comprehensive Plan policies and development regulations as required by the GMA; and

**WHEREAS**, Task 2.1 of the Scope of Work for the Commerce Climate Planning Grant includes formation of a Climate Policy Advisory Team; and

**WHEREAS**, the city seeks broad qualified community member advice on policy and regulations resulting in the addition of a climate element to the Comprehensive Plan.

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

Section 1 CREATION OF CLIMATE POLICY ADVISORY TEAM. Pursuant to Section 2.22.020.C of the Lake Forest Park Municipal Code (LFPMC), the Mayor and City Council do jointly create a temporary task force, titled the Climate Policy Advisory Team. The function of the Climate

Policy Advisory Team is to act as a temporary task force advising on climate planning resulting in a new climate element added to the city’s Comprehensive Plan.

The Climate Policy Advisory Team will consist of nine volunteer members, nominated by the Mayor and confirmed by the City Council, to be filled by (up to) three (3) members of the Planning Commission, three (3) members of the Climate Action Committee, one (1) member of the Tree Board, and two (2) qualified interested residents. Each member will be appointed to a term consistent with the primary purpose and duration of the Climate Policy Advisory Team, likely through Summer or Fall, 2025.

The Climate Policy Advisory Team will internally select a chair and vice chair, will meet at least monthly, and all public meetings will be held in accord with the Open Public Meetings Act, Chapter 42.30 RCW. The City Council will appoint a Council Liaison and Alternate. The Climate Policy Advisory Team will be administered by the Community Development Director, who will have the support of the Community Development and Public Works Departments, as well as a qualified climate planning consulting firm performing the scope of work for the Climate Planning Grant.

Section 2. PURPOSE. The primary purpose of the task force is to advise the city on policy and regulations resulting in the addition of a climate element to the Comprehensive Plan.

Section 3. DISBANDMENT. The Climate Policy Advisory Team may be disbanded jointly by the Mayor and City Council at any time.

Section 4. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this \_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matt McLean  
City Clerk

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

# City Administrator Report City of Lake Forest Park

Date: April 11, 2024

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

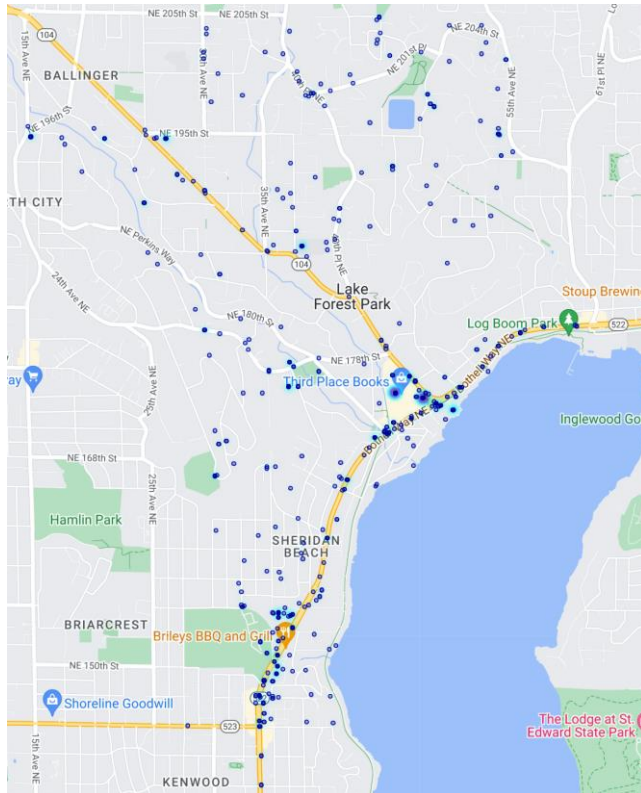
CC: Honorable Mayor Tom French  
Leadership Team

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

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

## I. Intergovernmental and local issues update.

### Police Department



### Police incidents heatmap for March 2024:

Each blue dot is an incident generated by dispatch or an officer. This map represents **719 Incidents in March.**

Traffic General	147
E911	96
Questionable Activity	49
Assist	45
Contact of a Person	36
School Zone	16
Theft	14
LFPPD Warrants	13
Alarm	12
MV Prowl	9
Welfare Check	9
Traffic Accident	8
Disturbance	7
Hit & Run	6
Domestic Violence	4

**Case Reports Taken for March 2024**

Theft	8	Informational Report	2
Malicious Mischief	7	Registered Sex Offender	1
Trespass	4	Trespass	1
Warrant Arrest	4	Fraud	1
Behavioral Health	4	Missing Person	1
Domestic Violence	3	Criminal Impersonation	1
Child Protective Service	3	Burglary	1
Death investigation	2	Runaway	1
Recovered Property	2	Assault	1
Vehicle Theft	2	Hit-and-run	1
Property	2	Order Violation	1
Vehicle Prowl	2	Adult Protective Services	1
<b>Total - 58</b>			

**Notable Incidents**

Officers responded to a subject passed out on the sidewalk in front of Albertsons. Discovered subject is an employee of a local business. Subject given courtesy ride to his home in Shoreline.

Officers responded, along with CPS, to a reported 11-year-old trading nude photos online with adults. 11-year-old also sharing pornographic videos with a 12-year-old friend. CPS is continuing the investigation.

Officers assisted Mountlake Terrace during a domestic violence call in their city. Officers assisted with containment until the suspect was located and taken into custody.

Officers responded to a male subject who appeared “out of his mind”, screaming and running into and up and down the lanes of traffic on SR522. Officers located the subject who, records showed, had a history of attempting to bite officers and kicking officers during a previous arrest. The subject refused assistance and was allowed to continue on his way. Warned to stay out of road.

Officer located subjects performing sexual acts inside a vehicle at the LFP Mall. It was determined one of the subjects had a warrant for her arrest. The issuing agency refused to pick up the warrant subject. Both subjects were warned against lewd acts in public and released.

Officers responded to a shoplift at Albertsons. The subject was quickly located on the Burke Gilman Trail. The subject was found to have multiple warrants for his arrest. The subject was taken into custody and booked for theft and outstanding warrants.



A citizen reported finding an elderly female who was confused and did not know her name or where she lives. Officers were able to locate her husband who indicated his wife has dementia. Officers made sure husband and wife were reunited.

A citizen discovered an elderly female that had fallen in the street. He was attempting to walk her home when he realized her address was in Shoreline. Officers arrived and called aid to respond and assess the female for injuries. Aid personnel were familiar with female from previous contacts. Aid provided female with courtesy transport to her home.

Officers responded to, and heard, a one vehicle, roll over collision with a deer. The driver was later taken into custody and processed for DUI. Subject later released to parent.

A resident called 911 to report her neighbor was in the backyard screaming. The caller stated the subject has a history of mental health issues and they were concerned about the two children in the residence. Officers were familiar with the subject, so they co-responded with RCR MHP who spoke with the subject and provided services.

Officers located and took into custody a subject who had just stolen items from Rite Aid. The subject had several warrants, from multiple agencies, for his arrest. Subject admitted to recent fentanyl use and a history of seizures. Aid responded to evaluate subject. The issuing warrant agencies refused to confirm the subjects warrants so he was cited for theft and released.

A caller reported a male subject knocked on her door (4am), stating he was lost, cold, and wanted to come inside. The caller did not feel comfortable opening the door, so she told the subject she was calling the police to help him. Subject waited until PD arrived. The officer discovered the subject had multiple warrants for his arrest from various areas around the state. All agencies declined to pick him up. The subject indicated he was cold and hungry. Officers provided food, blankets, hand warmers, resource information and courtesy transport to 145<sup>th</sup> and Aurora.

A female subject reported a male pulled up behind her in the mall parking lot. She stated he was harassing her and had told her if she called the police, it would "cost her, her family". Officers located the subject who turned out to be the subject they contacted acting erratically on SR 522 the day before. The victim reported the subject was acting erratic and getting in her personal space. Subject was verbally trespassed from the mall property by mall security.

Officers responded to a suspicious package near the Bank of America building. A caller reported finding a suspicious item in the park. He removed the "device", placed it in a bucket in his vehicle and drove it to the PD. Officers evacuated nearby businesses and the bomb squad responded. Bomb tech took an x ray of the item and stated it appeared to contain pieces of metal. Bomb squad removed the device and later determined it was a professional grade firework. Citizens were reminded not to move any suspicious items and notify authorities to handle them safely.

Officers responded to a subject masturbating while sitting on a bench on the Burke Gilman Trail. The caller reported the subject had his pants off and was smoking “an unknown substance”. Officers arrived and were unable to locate the subject who was last seen walking towards Kenmore. Kenmore police advised to look out for the subject.

A citizen walking his dog observed a naked male subject sitting in a running vehicle. When officers attempted contact the subject ran from them. Officers located the subject who was taken into custody for DUI and indecent exposure.

Officer conducted a traffic stop for reckless driving. The driver stated she did not have her driver’s license with her, so she rolled up her window and drove away. Officer did not pursue as he was able to identify the subject, who was also clearly on his body worn camera. Officer forwarded charges to prosecutor.

## **II. Internal City Information**

### **Passports**

The passport hours have officially been expanded starting on April 8, 2024. The new hours are listed below.

Monday: 9:00 a.m. – 4:00 p.m.

Tuesday: 9:00 a.m. – 4:30 p.m.

Wednesday: 9:00 a.m. – 4:30 p.m.

Thursday: 12:00 p.m. – 4:00 p.m.

Friday: 12:00 p.m. – 4:00 p.m.

Saturday: 10:00 a.m. – 3:00 p.m.

During the month of March, we processed 389 passports with 226 photos, for a total revenue of \$18,135. By way of comparison, in March 2023 there was a revenue of \$18,535.

Month	Passport Revenue	Photo Revenue	Total
March	\$13,615	\$4,520	\$18,135

### III. Council Information

Lakefront Property Update: Following the approval of the preferred concept design, the consultants are working toward the schematic design package and begin applying for RCO grants. A hazardous materials assessment has been completed and progress towards the early works demo has begun. Consultant and staff are working to find salvage companies to make sure the least amount of material is going to waste and to be reused and repurposed in some form, either incorporated with the project or to be resold or repurposed elsewhere.

#### Community Development Department

A. Community Survey- The public participation program for the 2024 periodic update of the Comprehensive Plan includes conducting a city-wide survey to collect responses to a short series of questions to help further guide planning efforts. The community survey went live on March 27 and is planned to be available through April 17, 2024. A city-wide postcard mailing was completed with a link ([bit.ly/lfp2044survey](https://bit.ly/lfp2044survey)) and QR code to the survey site. Community members are highly encouraged to participate and indicate what does or does not reflect their impressions of Lake Forest Park and hopes for the city's future. The participation, insight, and ideas about the city from the Lake Forest Park community are highly valued and respected.

B. Comprehensive Plan Periodic Update- The periodic update effort continues with the Transportation, Housing, and Climate Elements in focus with the Planning Commission for March and April. The numerous added special meetings are proving effective on focusing the discussion with consultant SCJ Alliance during the regular meetings that follow. The integration of the draft Climate Action Plan and a new requirement for a Climate Element by 2029, with Greenhouse Gas and Resiliency sub-elements is also prioritized in the work. Staff will discuss the creation of a Climate Policy Advisory Team with the Commission at their upcoming meetings.

C. Permit Activity Data-

Application payments for February 2024 totaled \$41,834.56 for the Community Development Department- \$40,340.86 for Building and \$1,493.70 for Planning.

Application payments for March 2024 totaled \$63,793.95 for the Community Development Department- \$61,050.45 for Building and \$2,743.50 for Planning.

This February and March were particularly busy months for building permit application activity. A six-year comparison is as follows:

Feb. 2024	\$40,340.86	March 2024	\$61,050.45
2023	\$31,361.95	2023	\$29,964.89
2022	\$24,501.57	2022	\$31,193.10
2021	\$42,626.80	2021	\$24,484.10
2020	\$19,865.60	2020	\$69,461.86
2019	\$10,202.64	2019	\$43,212.14

D. ADU/DADU Permit Data-

The Community Development Department was tasked with compiling data for the number of Accessory Dwelling Units (ADU) and Detached Accessory Dwelling Units (DADUs) applied for and issued since the associated development regulation updates were completed by the City in March 2022. As of April 1, 2024, it is confirmed that since March 2022 there were two (2) ADU permits and one (1) DADU permit issued by the city.

E. 2023 Tree City USA-

The City of Lake Forest Park was notified in March by the Arbor Day Foundation of recognition as a 2023 Tree City USA to again honor the commitment to effective urban forest management. Lake Forest Park achieved Tree City USA recognition for this 21st year by meeting the program’s four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation. The Tree City Program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters. More information on the program is available at [arborday.org/TreeCityUSA](http://arborday.org/TreeCityUSA).

**Public Works Department**

Through the City’s Traffic Calming Group, additional solar radar feedback signs were installed on NE 187<sup>th</sup> Street. Each sign installation costs the city approximately \$5,000, which includes the equipment and labor. Being a solar installation, costs are reduced from other locations that may require electrical work and ongoing monthly electricity charges.



In an effort to provide safe, effective, and cost-efficient service, Public Works purchased a grinder pump hoist that allows for the grinder pumps to be removed from service by a single crew member. The new hoist also improves crewmember safety by securing the grinder pump to the hoist and using the wheels to move more easily.



#### **IV. Response to Citizen and Council Comments**

#### **V. Contract Reporting**

Two agreements were administratively approved during the reporting period: AG-24-016, Cascadia Consulting Group/Amendment 1 to the PSA for Review of the Climate Action Plan; AG-24-018, Municipal Research and Services Center/Small Works, Consultant, and Vendor Rosters.

#### **VI. Legislative Update**

#### **VII. Community Events**

Celebrate Earth Day by participating in one of these three events all happening around LFP, Saturday, April 20, 2024!

- Free Styrofoam and Plastic Bag/Film drop-off recycling in the City Hall Parking Lot, 10AM-2PM, with Albertsons!
- Battery Recycling, 10AM-3PM, with Rotary near the Town Center!
- Community Parks Clean-Up, 9AM-2PM, with the Stewardship Foundation starting at Whispering Willow Park!

View the flyers for detailed information. Earth Day is a great reminder to do a little something extra to help the Earth and our LFP Environment!



**FREE RECYCLING EVENT**

**Date: Saturday, April 20<sup>th</sup>, 2024**  
**Time: 10:00am to 2:00pm**  
**Location: 17425 Ballinger Way NE,**  
**Lake Forest Park, WA 98155**

Free drop-off recycling in the LFP city hall parking lot. Plastic bags, plastic film and styrofoam (expanded polystyrene). Look for the #6 or EPS symbol. Clean & dry material ONLY, free of tape.





## Stewardship Foundation Community Parks Clean-Up

**When: Saturday April 20, 2024 9:00 AM - 2:00 PM**

Last year, 18 wonderful people came out on a drizzly morning in honor of Earth Day, to pick up trash and remove invasive weeds in several parks around the Town Center.

Make a difference by participating in our parks cleanup this year!

We plan to meet at 9:00 am at Whispering Willow Park and, depending on number of volunteers, we will fan out to other areas from there. Hope you will join us for this fulfilling experience of civic engagement as we work together to keep our environment beautiful and free from litter.

### What We'll Do:

- **Pick Up Trash:** Armed with gloves, trash grabbers, and bags, we'll scour parks and rights of way to collect litter. We will also work on areas with ivy or other invasives as time allows.
- **Sort Waste:** We'll separate trash, recyclables, and hazardous materials for proper disposal.
- **Connect with Others:** Meet fellow environmentally conscious individuals and make new friends while making a positive impact.

### Why Participate?

- **Environmental Impact:** Every piece of trash we pick up contributes to cleaner communities and a healthier planet.
- **Fun and Fulfilling:** Volunteering is a rewarding experience. Plus, it's a great way to spend time outdoors! Time in nature is good for your mental and physical health.

### How to Get Involved:

- **Show Up:** Bring your enthusiasm and let's make a positive impact together! (dress for the weather, bring gloves if you have some you don't mind getting dirty)
- **Spread the Word:** Share this opportunity with friends, family, and coworkers.
- **For more Info:** Contact organizer, [Brian Saunders](#) or the Stewardship Foundation at [info@lfpsf.org](mailto:info@lfpsf.org)

🌱 Together, we can work toward a waste-free world! 🌱





**Lithium-Ion Battery Recycling**  
**Saturday April 20, 2024**  
**10 am to 3 pm**

Take charge!  
Recycle Lithium-Ion batteries responsibly.



Learn more:  
[www.lithionrecycle.com](http://www.lithionrecycle.com)



Popular rechargeable items to bring:

- Cell phones
- Electric toothbrushes
- Laptops
- Power tool batteries
- Tablets
- Wireless headphones

- Any other rechargeable device with a lithium-ion battery.
- You may bring the entire item if it's difficult to remove the battery.
- Before dropping off personal devices you should delete your data.



To find collection sites scan the QR code



## VIII. Upcoming City Sponsored Events

### IX. Meetings Calendar

#### [Salary Commission Special Meeting](#)

April 15, 2024, 5:00 PM - 7:00 PM @ City Hall and via Zoom

#### [North King County Coalition on Homelessness](#)

April 18, 2024, 1:00 PM - 2:30 PM

#### [City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)

April 18, 2024, 6:00 PM - 7:30 PM @ City Hall and via Zoom

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

April 22, 2024, 6:00 PM - 7:30 PM @ City Hall and via Zoom

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

April 23, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom

**[Salary Commission Special Meeting \(hybrid meeting\)](#)**

April 24, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom

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

April 25, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom