



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, October 09, 2025 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

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/87091829890>

Call into Webinar: 253-215-8782 | Webinar ID: 870 9182 9890

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

AGENDA

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

State law, RCW 42.17A.555, does not allow the use of public facilities to promote or oppose ballot measures. Promoting or opposing the City's levy lid lift ballot measure during a council meeting would be use of a public facility in violation of state law. This includes comments made during the Public Comment section of a Council meeting. The statute, however, does not limit your ability to support or oppose a ballot measure on your own time using your own resources.

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

5. PROCLAMATIONS

A. Recognizing October 2025 as Domestic Violence Awareness Month

6. PRESENTATIONS

A. Swearing in of new Lake Forest Park Police Officer Austin Gutwein

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.** September 11, 2025 City Council Work Session Minutes
- B.** September 11, 2025 City Council Regular Meeting Minutes
- C.** September 18, 2025 Budget & Finance Committee Minutes
- D.** September 18, 2025 City Council Special Meeting Minutes
- E.** September 25, 2025 City Council Regular Meeting Minutes
- F.** City Expenditures for the Period Ending October 9, 2025

G. Resolution 25-2030/Adoption of the Americans with Disability Act (ADA) Grievance Procedures

H. Resolution 25-2032/Canceling Certain Checks

I. Resolution 25-2034/Accepting Demolition Services of the Lakefront Early Works Improvements Project

8. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

A. Resolution 25-2033/Accepting Horizon View Art Installation Donation

9. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

A. Resolution 25-2031/Authorizing the Mayor to Sign Amendment A to Agreement PC25-96103-014 with the Washington State Department of Commerce for Funding for the SR 104 and 40th Place NE Roundabout Project

B. Resolution 25-2027/Authorizing the Mayor to sign Amendment No. 1 to the Professional Services Agreement AG 24-044 with Consor North America, Inc. for Phase 2: 30% Design Services for the Beach Drive Lift Station Project

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. ADJOURN

FUTURE SCHEDULE

- Thursday, October 16, 2025, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting (City Hall and via Zoom)*

- Monday, October 20, 2025, 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and via Zoom)*

- Thursday, October 23, 2025, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

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, October is recognized as National Domestic Violence Awareness Month that first began in 1981 by the National Coalition Against Domestic Violence as a Day of Unity to connect battered women’s advocates across the country; and

WHEREAS, domestic violence is a pattern of physical, emotional, verbal, and/or sexual abuse, which includes, but is not limited to, threats, intimidation, isolation, and/or financial control; and

WHEREAS, domestic violence is an intentional pattern of behavior that is used by one person to harm and take power and control over another person in the context of a date, family, roommate, or caretaker relationship; and

WHEREAS, domestic violence is an epidemic affecting individuals in every community, regardless of age, economic status, sexual orientation, gender, race, religion, or nationality; and

WHEREAS, 1 in 3 women and 1 in 4 men in the United States are victims of domestic violence and a woman is killed by a spouse, ex-spouse, or dating partner every 74 hours in America; and

WHEREAS, 1 in 15 children are exposed to domestic violence each year and 90% of these children are eyewitness to this violence; and

WHEREAS, the City of Lake Forest Park remains committed to a professional response to incidents of domestic violence in our region.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim the month of October 2025 as

DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Lake Forest Park and call upon all community members to speak out against domestic violence and support local efforts to assist victims of these crimes in finding the help and healing they need.

Signed this 9th day of October, 2025

Tom French, Mayor

**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
September 11, 2025**

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

Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Jon Lebo, Ashton McCartney (via Zoom), Semra Riddle, Ellyn Saunders (via Zoom)

Councilmembers absent: none

Staff present: Tom French, Mayor (via Zoom); Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Rebecca Dickinson, Public Works Director; Katie Phillips, Project Manager; Matt McLean, City Clerk

Others present: Mark Phillips, LFP Tree Board Chair
4 visitors

CALL TO ORDER

Deputy Mayor Furutani called the September 11, 2025, City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

COUNCIL DISCUSSION TOPICS

Sustainable Forestry Initiative (SFI) Urban and Community Forest Sustainability Grant for forest planning

Mr. Phillips presented the opportunity for grant funds from SFI and responded to Council questions.

Resolution 25-2028/Authorizing the Mayor to Sign a Public Work Contract Agreement with Johansen Construction Company for the SR 104 and 40th Place NE Roundabout Project

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

Cmbr. McCartney arrived, in-person, at 6:40 p.m.

This will be revisited during the regular meeting.

ADJOURNMENT

There being no further business, Deputy Mayor Furutani adjourned the meeting at 6:52 p.m.

Tracy Furutani, Deputy Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
September 11, 2025**

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

Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Jon Lebo, Ashton McCartney, Semra Riddle, Ellyn Saunders (via Zoom)

Councilmembers absent: none

Staff present: Tom French, Mayor (via Zoom); Phil Hill, City Administrator; Kim Adams Pratt, City Attorney; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Rebecca Dickinson, Public Works Director; Katie Phillips, Project Manager; Jennifer Johnson Grant, Presiding Judge; Matt McLean, City Clerk

Others present: 42 visitors

CALL TO ORDER

Deputy Mayor Furutani called the regular City Council meeting of September 11, 2025, to order at 7:00 p.m.

FLAG SALUTE

Cmbr. McCartney led the Pledge of Allegiance.

ADOPTION OF AGENDA

Vice Chair Goldman requested to re-order the agenda to begin with 7. Presentations followed by 5. Public Comment then 4. Items for Discussion, Consideration, and/or Action.

Cmbr. Lebo requested to add item 6 D; Proclamation recognizing September 11, 2025 as a National Day of Service and Remembrance.

Cmbr. Riddle moved to approve the agenda as amended. **Cmbr. Goode seconded. The motion to approve the agenda as amended carried unanimously.**

PRESENTATIONS

Honoring and Thanking Maurice “Red” Parrish – Police Department Sergeant

Chief Harden gave a brief presentation and presented Sergeant Parrish with tokens of recognition on his retirement.

Promotion of Lake Forest Park Police Department Sergeant Jason Czebotar

Chief Harden gave a brief presentation recognizing the promotion of Sergeant Jason Czebotar.

Judge Grant administered the oath of office.

Swearing in of new Police Officer Chase Holmes

Chief Harden introduced Officer Holmes, and Judge Grant administered the oath of office.

PUBLIC COMMENT

Deputy Mayor Furutani invited comments from the public.

The following people provided comments on the roundabout project:

- Jack Tonkin
- Josh Roseneau
- Mark Phillips

Vice Chair Goldman read the following names into the record who provided written comments: Suzie Barnes, Jeff Snedden, Gale Gross, Jon Mitten, Sarah Tucker, Katie Chase, Lily Wong, Kyle Tidrick, Michelle Evans, Julia Dietrich, Peggy Sherlin, Sarah Rollinger, Luisa Forero, Ellen Pifer, Mariana Lassalle, Carrie Yandell, Alice Pedersen, Christye Watkins, Tom Lang, Aaron Piazza, Matt Muilenburg, JD Wallace, Adam Calabrese, Rachael From, Alexis Sweeting, Fred Grant, Sarah Phillips, Natalie Post, Leah Ross, Marty Ross, Shelly Arenas, Rosemary Adams, Ian Hoffman, Judy Elbert, Kourtney Yalowicki, Michelle Jones, Rebecca Blume, Jenna Montgomery, Stephanie Schafer, Stephanie Angelis, Natalie Streich, Aaron Golden, Robert Torres-Miller, Matt Burrell, Michael Stickels, Sally Corbett, Anthea Finnel, Sarah Betnel, Meaghan Tracy, Cascade Bicycle Club, Stephanie Keller, Sally Yamasaki, Dan Benson, David Hammond, Grace Claus.

With no one else in the audience wishing to speak, Deputy Mayor Furutani closed public comment.

ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION

Resolution 25-2028/Authorizing the Mayor to Sign a Public Work Contract Agreement with Johansen Construction Company for the SR 104 and 40th Place NE Roundabout Project

Directors Dickinson and Vaughn gave a brief presentation.

Cmbr. Riddle moved to waive the three-touch rule regarding Resolution 25-2028/Authorizing the Mayor to Sign a Public Work Contract Agreement with Johansen Construction Company for the SR 104 and 40th Place NE Roundabout Project. **Vice Chair Goldman seconded. The motion to waive the three-touch rule carried unanimously.**

Vice Chair Goldman moved to approve Resolution 25-2028. **Cmbr. Riddle seconded. The motion carried unanimously.**

Mayor French left the meeting at 8:25 p.m.

PROCLAMATIONS

Recognizing September 2025 as Childhood Cancer Awareness Month

Cmbr. Goode read the proclamation.

Recognizing September 2025 as National Recovery Month

Cmbr. Riddle read the proclamation.

Recognizing September 2025 as Puget Sound Starts Here Month

Cmbr. McCartney read the proclamation.

Recognizing September 11, 2025 as a National Day of Service and Remembrance

Cmbr. Lebo read the proclamation.

CONSENT CALENDAR

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

- A. August 14, 2025 City Council Work Session Minutes
- B. August 14, 2025 City Council Regular Meeting Minutes
- C. An Accounts Payable dated 8/28/2025 Claim Fund Check Nos. 88061 through 88113 in the amount of \$450,409.52, and an 8/28/2025 Direct Deposit transactions in the amount of \$207,105.04. Additional approved ACH transactions: Elavon, \$860.22; Invoice Cloud, \$415.90; State of Washington, \$8,823.59. Total approved transactions: \$667,614.27.
- D. An Accounts Payable dated 9/11/2025 Claim Fund Check Nos. 88114 through 88163 in the amount of \$155,864.99, and an 8/22/2025 Payroll Fund ACH transactions in the amount of \$182,856.84. Additional approved ACH transactions: Wex Bank-Chevron, \$148.27. Total approved transactions: \$338,870.10.

- E. Resolution 25-2024/Accepting the 28th Avenue NE Culvert Repair Project
- F. Resolution 25-2025/Accepting the 35th Avenue NE Drainage Improvements Project
- G. Resolution 25-2026/Accepting the Personal Duty Lockers Project

ORDINANCES AND RESOLUTION FOR ACTION

Resolution 25-2027/Authorizing the Mayor to Sign Amendment NO. 1 to the Professional Services Agreement AG-24-044 with Consor North America, Inc. for Phase 2: 30% Design Services for the Beach Drive Lift Station Project

Ms. Phillips gave a brief presentation and responded to Council questions.

This will be brought back at a future meeting.

OTHER BUSINESS

COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they had attended.

Administrator Hill gave a brief report.

Cmbr. Saunders left the meeting at 8:50 p.m.

CLOSED SESSION – Collective Bargaining, per RCW 42.130.140(4)(b)

Deputy Mayor Furutani announced they would be going into Closed Session at 9:00 p.m. for approximately 25 minutes regarding collective bargaining per RCW 42.130.140(4)(b).

Council returned from Closed Session at 9:25 p.m. No action was taken.

ADJOURNMENT

There being no further business, Deputy Mayor Furutani adjourned the meeting at 9:25 p.m.

Tracy Furutani, Deputy Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
BUDGET AND FINANCE COMMITTEE MEETING MINUTES
September 18, 2025**

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

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

Budget & Finance Committee members absent: none

Other Councilmembers present: Tracy Furutani, Larry Goldman, Ashton McCartney

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Chair Lebo called the September 18, 2025, Budget and Finance Committee meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

PUBLIC COMMENT

Chair Lebo invited comments from the public.

There being no one in the audience wishing to speak, Chair Lebo closed Public Comment.

DIRECTOR'S REPORT

June, July and August 2025 Budget Monitoring Dashboards

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

NEW BUSINESS

1 **Investment Report: Government Agency Bonds**

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3 Director Vaughn gave a brief presentation and responded to Council questions.

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5 **Capital Improvement Plan Update**

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7 Administrator Hill gave a brief presentation and responded to Council questions.

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9 **ADJOURNMENT**

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11 There being no further business, Chair Lebo adjourned the meeting at 6:53 p.m.

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16 Jon Lebo, Chair

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21 Matt McLean, City Clerk

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CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL MEETING MINUTES
September 18, 2025

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

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Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, John Lebo, Ashton McCartney, Semra Riddle (via Zoom), Ellyn Saunders

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Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney (via Zoom); Shannon Moore, HR Director; Matt McLean, City Clerk

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Others present: No other visitors

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CALL TO ORDER

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Mayor French called the September 18, 2025, special meeting to order at 7:00 p.m.

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ADOPTION OF THE AGENDA

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Deputy Mayor Furutani moved to approve the agenda. Cmbr. Goode seconded. The motion to approve the agenda as presented carried unanimously.

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ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION

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Executive Session – Performance of a public employee per RCW 42.30.110(1)(g)

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Mayor French announced that they would be going into executive session at 7:02 p.m. for approximately 45 minutes to discuss the performance of a public employee, as per RCW 42.30.110(1)(g).

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Council returned from Executive Session at 7:47 p.m. No action was taken.

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ADJOURNMENT

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

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Tom French, Mayor

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Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
September 25, 2025

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

Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula Goode, Jon Lebo, Ashton McCartney, Ellyn Saunders

Councilmembers absent: Semra Riddle

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Mark Hofman, Community Development Director; Matt McLean, City Clerk

Others present: 10 visitors

CALL TO ORDER

Mayor French called the regular City Council meeting of September 25, 2025, to order at 7:00 p.m.

FLAG SALUTE

Deputy Mayor Furutani led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

PUBLIC COMMENT

Mayor French invited comments from the public after sharing brief comments on free speech.

Sarah Phillips provided an update on the community Climate Hub.

With no one else in the audience wishing to speak, Mayor French closed public comment.

PROCLAMATIONS

Recognizing October 2025 as Breast Cancer Awareness Month

Cmbr. Saunders read the proclamation.

Recognizing October 2025 as Freedom to Read Month

Mayor French read the proclamation.

Alice Darnton from King County Library System received the proclamation.

CONSENT CALENDAR

Deputy Mayor Furutani moved to approve the Consent Calendar. **Cmbr. McCartney seconded. The motion to approve the Consent Calendar as amended carried unanimously.**

- A. A Pre-Paid Accounts Payable dated 9/16/2025 Claim Fund Check No. 88164 in the amount of \$25,992.82, an Accounts Payable dated 9/25/2025 Claim Fund Check Nos. 88165 through 88248 in the amount of \$695,631.50, a 9/8/2025 Payroll Fund ACH transaction in the amount of \$203,336.85, and a 9/8/2025 Direct Deposit transaction in the amount of \$228,065.95. Additional approved ACH transactions: US Bank Statement, \$41,285.93; Elavon, \$1,088.94; Invoice Cloud, \$2,270.40; State of Washington, \$13,504.61; Wex Bank-Chevron, \$89.13. Total approved transactions: \$1,211,266.13.
- B. Resolution 25-2029/Authorizing the Mayor to Sign the Interagency Agreement between the Washington State Administrative Office of the Courts and the Lake Forest Park Municipal Court for the Language Access and Interpreter Reimbursement Program for the Period 2025-2026

ORDINANCES AND RESOLUTION FOR INTRODUCTION/REFERRAL

Resolution 25-2030/Adoption of the Americans with Disability Act (ADA) Grievance Procedures

Director Hofman briefly introduced the item and responded to Council questions.

This will be brought back at a future meeting.

OTHER BUSINESS

Vice Chair Goldman shared that the application season for Sound Cities Association (SCA) committees is coming up and proposed a discussion at a future Committee of the Whole (COW) meeting to coordinate who might apply for which committee.

Vice Chair Goldman proposed scheduling a COW meeting in November. There was Council consensus to schedule a Committee of the Whole meeting for November 24, 2025.

Vice Chair Goldman moved to excuse Cmbr. Riddle. **Deputy Mayor Furutani seconded.**
The motion carried with Vice Chair Goldman dissenting.

COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers shared about meetings they attended.
Mayor French gave a brief report.

ADJOURNMENT

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

Tom French, Mayor

Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
10/09/25

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, a Pre-paid Accounts Payable Dated 09/30/2025 CLAIM FUND Check Nos. 88249 and 88250 in the amount of \$3,219.98, an Accounts Payable Dated 10/9/25 CLAIM FUND Check Nos. 88251 through 88306 in the amount of \$453,013.71, a 9/23/25 PAYROLL FUND ACH transaction in the amount of \$186,833.45, and a 9/23/25 DIRECT DEPOSIT transaction in the amount of \$210,790.04 are approved for payment this 9th day of October 2025.

Total approved claim fund transactions: \$853,857.18

City Clerk

Mayor

Finance Committee

Accounts Payable

Blanket Voucher Approval Document

User: sschindele
Printed: 09/30/2025 - 10:51AM
Warrant Request Date: 9/30/2025
DAC Fund:



Section 7, Item F.

Batch: 00030.09.2025 - AP 09.30.25

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

Line	Claimant	Voucher No.	Amount
1	Island Action LLC	000088249	1,500.00
2	Printwest, Inc.	000088250	1,719.98
Page Total:			\$3,219.98
Grand Total:			\$3,219.98

Accounts Payable

Blanket Voucher Approval Document

User: sschindele
 Printed: 10/09/2025 - 11:36AM
 Warrant Request Date: 10/9/2025
 DAC Fund:



Batch: 01009.10.2025 - AP 10.09.25 B

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

Line	Claimant	Voucher No.	Amount
1	Cadman Materials, Inc.	000088303	593.39
2	KDH Consulting, Inc	000088304	12,204.70
3	King County Finance	000088305	17,830.40
4	Walker, Jerome	000088306	187.50
Page Total:			\$30,815.99
Grand Total:			\$30,815.99

Bank Reconciliation

Section 7, ItemF.

Checks by Date

User: sschindele
 Printed: 10/03/2025 - 9:42AM
 Bank Accounts: Operatin
 System:
 Cleared and Not Cleared Checks
 Check Date: From 10/09/2025 To 10/09/2025
 Print ACH Checks: True



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
88251	10/9/2025	AARD Pest Control, Inc		AP		142.29
88252	10/9/2025	Alchemy Entertainment LLC		AP		4,151.36
88253	10/9/2025	All Battery Sales & Service Inc.		AP		169.75
88254	10/9/2025	American Public Works Association		AP		919.00
88255	10/9/2025	Aspect Consulting, LLC		AP		17,397.50
88256	10/9/2025	Anthony Carl Basler		AP		192.50
88257	10/9/2025	Cadman Materials, Inc.		AP		595.43 ✖
88258	10/9/2025	Canon U.S.A.		AP		1,312.57
88259	10/9/2025	Cascadia Consulting Group, Inc.		AP		5,411.75
88260	10/9/2025	Chuck Olson Inc		AP		126.37
88261	10/9/2025	Cintas First Aid & Safety		AP		157.50
88262	10/9/2025	City Of Black Diamond		AP		790.00
88263	10/9/2025	City of Lake Forest Park		AP		2,475.00
88264	10/9/2025	City of Snoqualmie		AP		500.00
88265	10/9/2025	Conсор North America, Inc.		AP		17,505.00
88266	10/9/2025	Galls, LLC		AP		317.09
88267	10/9/2025	Gray & Osborne, Inc.		AP		9,305.97
88268	10/9/2025	Michael Henshaw		AP		95.89
88269	10/9/2025	New Restoration & Recovery LLC Inn		AP		3,347.26
88270	10/9/2025	James Santerelli Enterprises		AP		86.50
88271	10/9/2025	Jet City Printing, Inc.		AP		50.74
88272	10/9/2025	King County Finance		AP		25,609.85 ✖
88273	10/9/2025	King County Finance		AP		1,026.61
88274	10/9/2025	King County Finance & Business		AP		255,234.47 -
88275	10/9/2025	King County Sheriff's Office		AP		11,963.34
88276	10/9/2025	Young Lee		AP		140.00
88277	10/9/2025	Fern Ridge 10 LLC		AP		85.58
88278	10/9/2025	Mairos Inc		AP		13,024.90
88279	10/9/2025	Francisco Montague		AP		484.51
88280	10/9/2025	Shannon Moore		AP		4.12
88281	10/9/2025	Northshore Utility District		AP		16,301.24
88282	10/9/2025	NP Language Services		AP		140.00
88283	10/9/2025	Office Depot, Inc.		AP		96.60
88284	10/9/2025	Pacific Office Automation		AP		1,201.74
88285	10/9/2025	Vladislav Plitman		AP		140.00
88286	10/9/2025	Puget Sound Energy		AP		11.06
88287	10/9/2025	Puget Sound Executive Services, Inc.		AP		348.00
88288	10/9/2025	Regional Crisis Response Agency		AP		29,232.50
88289	10/9/2025	Robert Half International, Inc.		AP		1,509.56
88290	10/9/2025	Rockey Roth		AP		91.34
88291	10/9/2025	Siskun, Inc.		AP		368.08
88292	10/9/2025	Snohomish Co Sheriff's Office		AP		12,061.21
88293	10/9/2025	Staples Advantage		AP		58.89
88294	10/9/2025	Stewart MacNichols Harmell, Inc., P.S.		AP		10,000.00

Check No	Check Date	Name	Comment	Module	Clear Date
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Section 7, ItemF.

88295	10/9/2025	Xiangli Yi Svinth		AP	140.00
88296	10/9/2025	The Part Works Inc.		AP	1,294.24
88297	10/9/2025	The Praetorian Group		AP	2,403.44
88298	10/9/2025	Jerome Walker		AP	185.25 ✖
88299	10/9/2025	West Coast Armory North		AP	165.75
88300	10/9/2025	Eduardo Zaldibar		AP	157.50
88301	10/9/2025	Christina Zubelli		AP	140.00

Total Check Count:	51
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Total Check Amount:	448,669.25
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Accounts Payable

Checks by Date - Summary by Check Date

User: sschindele
 Printed: 10/3/2025 9:55 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	09/23/2025	42,977.76
ACH	NAVIA	Navia Benefit Solutions, Inc.	09/23/2025	537.41
ACH	NAVIAFSA	Navia - FSA	09/23/2025	62.50
ACH	NAVIAHRA	Navia - HRA	09/23/2025	591.67
ACH	PFLTRUST	LFP PFL Trust Account	09/23/2025	2,796.33
ACH	TEAMDR	National D.R.I.V.E.	09/23/2025	4.45
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	09/23/2025	1,689.80
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	09/23/2025	9,211.46
ACH	ZAWC	AWC	09/23/2025	1,819.37
ACH	ZEMPSEC	Employment Security Dept.	09/23/2025	608.35
ACH	ZEMPWACA	Wa.Cares Tax	09/23/2025	1,038.28
ACH	ZGUILD	LFP Employee Guild	09/23/2025	925.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	09/23/2025	36,849.36
ACH	ZL&I	Washington State Department of Labor & I	09/23/2025	8,417.26
ACH	ZLEOFF	Law Enforcement Retirement	09/23/2025	16,436.67
ACH	ZLFPIRS	Lake Forest Park/IRS	09/23/2025	41,856.98
ACH	ZPERS	Public Employees Retirement	09/23/2025	20,332.61
ACH	ZTEAM	Teamsters Local Union #117	09/23/2025	216.67
ACH	ZWATWT	Washington Teamsters Welfare Trust	09/23/2025	461.52

Total for 9/23/2025:

186,833.45

Report Total (19 checks):

186,833.45

Bank Reconciliation

Section 7, Item F.

Checks by Date

User: sschindele
Printed: 10/03/2025 - 9:48AM
Bank Accounts: PPOperat
System:
Cleared and Not Cleared Checks
Check Date: From 09/23/2025 To 09/23/2025
Print ACH Checks: True



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	9/23/2025		DD 00523.09.2025	PR		210,790.04
Total Check Count:						1
Total Check Amount:						210,790.04



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 9, 2025
Originating Department	Community Development
Contact Person	Mark Hofman, Community Development Director
Title	Resolution 25-2030/Adoption of the Americans with Disability Act (ADA) Grievance Procedures

Legislative History

- First PresentationSeptember 25, 2025 Regular Meeting
- Second PresentationOctober 9, 2025 Regular Meeting

Attachments:

- Resolution 25-2030
- Exhibit A – ADA Grievance Procedure

Executive Summary

This resolution establishes a formal grievance process under the Americans with Disabilities Act (ADA), as required by federal law. The process ensures a timely and fair way to handle complaints of alleged discrimination based on disability in the City’s services, programs, and activities.

Background

Title II of the ADA requires local governments to establish grievance procedures to resolve complaints related to disability access and accommodation. Implementing this procedure affirms the City’s commitment to accessibility and ensures transparency for residents and visitors. The ADA Grievance Procedure attached as Exhibit A explains how individuals can file complaints, how these complaints will be reviewed, and how decisions will be communicated.

Fiscal & Policy Implications

Adopting the grievance procedure has minimal financial impact. Staff time will be needed to manage the process. This step enhances the City’s compliance with federal law and lowers liability risks.

Alternatives

<i>Options</i>	<i>Results</i>
• Approve the Resolution	The ADA Grievance Procedures are adopted
• Do not approve the Resolution	Provide further direction to staff

Staff Recommendation

Approve Resolution 25-2030 adopting the ADA Grievance Procedure.

RESOLUTION NO. 25-2030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING AN ADA GRIEVANCE PROCEDURE PURSUANT TO THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED.

WHEREAS, the Americans with Disabilities Act of 1990, as amended (ADA) requires state and local governments to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging actions prohibited by Title II of the ADA; and

WHEREAS, the City of Lake Forest Park is committed to compliance with the ADA and ensuring equal access to services, programs, and activities for individuals with disabilities; and

WHEREAS, the adoption of a grievance procedure will provide a clear, fair, and accessible process for addressing complaints and resolving disputes related to ADA compliance.

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

Section 1. ADOPTION. The City of Lake Forest Park hereby adopts the “Grievance Procedure under the Americans with Disabilities Act,” attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. IMPLEMENTATION. The City Administrator or designee shall implement the grievance procedure and designate an ADA Coordinator responsible for overseeing the process and ensuring compliance with ADA requirements.

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

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

APPROVED:

Thomas French, Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2030

City of Lake Forest Park

Grievance Procedure under the Americans with Disabilities Act

(Adopted September 2025)

This Grievance Procedure is established to comply with the Americans with Disabilities Act of 1990, as amended (ADA). It can be used by anyone who wants to file a complaint alleging discrimination based on disability in the provision of services, activities, programs, facilities, or benefits by the City of Lake Forest Park. These procedures do not apply to employment-related disability discrimination complaints. Using these procedures is not required before pursuing other remedies, such as filing a complaint with the U.S. Department of Justice.

Filing a Complaint

If you believe you have been subjected to unlawful discrimination based on a disability, submit a written complaint or complete the ADA Grievance Form as soon as possible, but no later than 60 calendar days after the alleged violation.

The ADA Grievance Form or written complaint may be submitted to:

City of Lake Forest Park – City Clerk’s Office
17425 Ballinger Way NE
Lake Forest Park, WA 98155
Phone: (206) 368-5440
TTY: Washington Relay 7-1-1
Hours: Monday–Friday, 9:00 a.m. to 5:00 p.m.

Alternative means of filing complaints, such as personal interviews or audio/video recordings, will be made available for persons with disabilities upon request to the ADA Coordinator.

Complaint Information

The written complaint should include, if applicable:

- Name, address, and contact information of the person alleging discrimination
- Name and contact information of the complainant's representative, if any
- Description of the service, activity, program, facility, or benefit alleged to be inaccessible
- Date and location of the incident that led to this grievance
- City department and/or personnel involved

Processing the Complaint

- Within 15 calendar days after receipt, the City's ADA Coordinator or designee will meet with the complainant to discuss the complaint and potential resolutions.
- Within 15 calendar days of the meeting, the ADA Coordinator or designee will respond in writing, or in an accessible format if required. The response will explain the City's position and present options for resolution.

Appeal

If the complainant is not satisfied with the response, they may request reconsideration within 15 calendar days of receiving it. Appeals should be submitted in writing to the City Administrator.

- The City Administrator will meet with the complainant to review the matter within 15 calendar days of receiving the appeal.
- The City Administrator will issue a written decision, or in an accessible format if required, within 15 calendar days of the meeting. This decision is final.

Recordkeeping

All written complaints received and responses issued by the City ADA Coordinator and/or City Administrator will be retained by the City of Lake Forest Park for at least six (6) years.

Appendix A

ADA Complaint Form – City of Lake Forest Park
Americans with Disabilities Act of 1990, 42 USC § 12101
Washington's Law Against Discrimination, Chapter 49.60 RCW

Complainant Contact Information:

Name: _____

Street Address/City/State/Zip: _____

Work Phone #: _____ Home/Cell #: _____ Message #: _____

Email Address: _____

Additional Mailing Address (if applicable): _____

Aggrieved Party (if different from complainant):

Name: _____

Street Address/City/State/Zip: _____

Phone #: _____ Email: _____

Relationship to Complainant: _____

Incident Information:

Department or Agency (if known): _____

Address/Location (if known): _____

Date(s) of Incident: _____

Primary Type of Disability: _____

Statement of Complaint: (Explain clearly what happened, who was involved, and where it happened. Attach additional sheets if needed.)

City Staff Contacted (if any):

Witnesses:

Other Complaints or Lawsuits Filed (if any):

Resolution Sought:

I affirm that the foregoing information is true to the best of my knowledge and belief. I understand that all information becomes a matter of public record after the filing of this complaint.

Complainant Signature: _____ Date: _____

Aggrieved Party Signature: _____ Date: _____



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 9, 2025
Originating Department	Finance Department
Contact Person	Lindsey Vaughn, Finance Director
Title	Resolution 25-2032 Canceling Certain Checks

Legislative History

- First PresentationOctober 9, 2025 Regular Meeting
-

Attachments:

- Resolution Number 25-2032
-

Executive Summary

Resolution Number 25-2032 proposes canceling unclaimed checks and transferring the associated funds to the State under the Uniform Unclaimed Property Act.

Background

State law allows for the nullification of checks that remain unpresented for payment a year after they have been issued. The City’s Finance Department issued a "lost check affidavit" letter to each payee, providing an option to request a reissue if their check was lost or misplaced. However, since we haven't received any response from the payees, we recommend the cancellation of these checks.

All funds from these canceled checks will be forwarded to the State of Washington as outlined in Chapter 63.29 RCW, or the “Uniform Unclaimed Property Act,” once they are considered abandoned. Unclaimed property funds need to be submitted to Washington State Department of Revenue annually by October 31st.

Fiscal & Policy Implications

Transferring the unclaimed funds to the state alleviates the city from holding onto the money, eliminating the need to wait indefinitely for potential claimants. There are 12 checks with a total value of \$570.50.

Alternatives

Options	Results
Approve the resolution	The checks would be canceled and the unclaimed money would be sent to the state
Not approve the resolution	The unclaimed money would need to be tracked by the city in order to fulfill claims if someone were to claim it.

Staff Recommendation

Approve the Resolution.

RESOLUTION NO. 25-2032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CANCELLING, PURSUANT TO RCW 39.56.040, CERTAIN CHECKS OF THE CITY OF LAKE FOREST PARK NOT PRESENTED TO THE CITY FOR PAYMENT WITHIN ONE YEAR OF THEIR ISSUE TO BE TURNED OVER TO THE STATE

WHEREAS, the Director of Finance for the City of Lake Forest Park has advised the City Council that certain checks of the City of Lake Forest Park remain outstanding and have not been presented for payment within one year of their issue; and

WHEREAS, RCW 39.56.040 requires that all checks (other than registered or interest-bearing checks) issued by the City of Lake Forest Park shall be cancelled when not presented for payment within one year of issue; and

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

Section 1. The following checks of the City of Lake Forest Park, of which are neither registered or interest-bearing checks, and based on their issue date are hereby declared, pursuant to RCW 39.56.040, cancelled. Said checks shall no longer be recognized as authorization for payment of City monies.

85231	Joseph Hoff	\$ 71.29	08/10/2023
85446	Joseph & Lauren Hoff	\$ 112.76	10/12/2023
85450	Alison Wycoff	\$ 0.29	10/12/2023
85452	Barrett Dickey	\$ 18.69	10/12/2023
85453	Kevin and Charla Vaughan	\$ 154.50	10/12/2023
85579	John Altenhofen	\$ 10.00	11/22/2023
85634	Alison McCallister	\$ 10.00	11/22/2023
86261	Michael Capps	\$ 10.00	05/23/2024
86296	Mary Ellen Massart	\$ 10.00	05/23/2024
86301	Shamsa Nasir	\$ 10.00	05/23/2024
86345	Stephanie Castireni-Longstreth	\$ 0.40	06/13/2024
86397	Esther Rawner and Paul Frederick Bartlett	\$ 162.57	06/13/2024

Section 2. All monies from the cancelled checks will be remitted to the State of Washington pursuant to Chapter 63.29 RCW, the “Uniform Unclaimed Property Act,” when deemed abandoned under same.

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

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

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2032



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 9, 2025
Originating Department	Community Development Department
Contact Person	Cory Mattson, Community Programs Coordinator
Title	Resolution 25-2034/Accepting Demolition Services of the Lakefront Early Works Improvements Project

Legislative History

- First Presentation – October 9, 2025, Regular Meeting

Attachments:

1. Resolution 25-2034 - Accepting Demolition Services of the Lakefront Early Works Improvements Project

Executive Summary

The Community Development Department recommends Accepting Demolition Services of the Lakefront Early Works Improvements Project (Project) completed in November of 2024. Once the Project is accepted as completed, staff will be able to close out the contract.

Background

The City entered into a contract with Sledge Seattle, LLC (Contractor) in August 2024 to provide building deconstruction, associated salvage, and hazardous materials abatement for six former residential structures at the Lakefront Property and to secure the site by installing temporary fencing through the next stage of the project. These early work items are part of the City's broader plan to enhance public access to waterfront areas, as outlined in the Parks Recreation Open Space & Trails Plan.

The City has not received any disputed claims from the Contractor for additional compensation. The project cost is \$292,983.27.

Fiscal & Policy Implications

The Project has been carried out as per the approved budget and does not need extra budget allocation.

Alternatives

<i>Options</i>	<i>Results</i>
• Adopt Resolution	The City will close out the contract with the Contractor for the Project, including remittance of retainage.
• No Action	The City will not close out the contract with the Contractor for the Project and remit retainage.

Staff Recommendation

Move to adopt Resolution 25-2034, accepting the project as complete.

RESOLUTION NO. 25-2034

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, ACCEPTING THE
DEMOLITION SERVICES OF THE LAKEFRONT EARLY
WORKS IMPROVEMENTS PROJECT.**

WHEREAS, the City of Lake Forest Park (City) entered into a contract for the Demolition Services of the Lakefront Early Works Improvements Project (Project) with Sledge Seattle, LLC (Contractor) dated August 12, 2024; and

WHEREAS, the City has accepted the work as complete; and

WHEREAS, the City has not received any disputed claims from the Contractor for additional compensation related to extra work, changed conditions, or extended overhead;

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

Section 1. ACCEPTANCE. The City Council of the City of Lake Forest Park resolves that the City gives final acceptance of the Demolition Services of the Lakefront Early Works Improvements Project performed under the contract with Sledge Seattle, LLC dated August 12, 2024, subject to all contractual warranties and that period in which liens against retainage must be filed commences as of the date of this Resolution.

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 9th day of October 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: October 2, 2025
PASSED BY THE CITY COUNCIL: October 9, 2025
RESOLUTION NO.: 25-2034



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 9, 2025
Originating Department	Community Development Department
Contact Person	Cory Mattson, Community Programs Planner
Title	Resolution 25-2033/Accepting Horizon View Art Installation Donation

Legislative History

- First PresentationOctober 9, 2025 Regular Meeting

Attachments:

- Resolution 25-2033
- Donation Agreement

Executive Summary

A new public art piece will be installed at Horizon View Park mid-October. The *Nature’s Repose*, a 2-sided concrete bench with added metal foliage by glass-mosaic artist, Melissa Cole will be placed at the south end of the playfield. Approximately 70 area residents of all ages helped the artist create mosaic animals for the base and hearts for the bench at a two day workshop at the Commons in August. *Nature’s Repose* is the second commission by the LFP Garden Tour, the first standing in front of City Hall, and donated to the City for its collection. The dedication and donation ceremony will be held at the park site on Saturday, October 25th at 10:00 a.m..

Background

The selection Art Selection Committee started in the summer of 2024, and consisted of:

- Roz Bird, The LFP Garden Tour
- Silje Sodal, Third Place Commons Director
- Laura James, ShoreLake Arts Director
- Tyler Dittman, LFP Parks & Recreation Advisory Board Chair
- Tara Shaddock, LFP Resident and Local Art Advocate and Gallery Manager

- Cory Mattson, LFP Community Programs Planner

Over 10 qualified artists applied for the work, and through interviews, Melissa Cole was selected.

Fiscal & Policy Implications

Alternatives

<i>Options</i>	<i>Results</i>
• Accept the Art Donation	Horizon View Park and the LFP Community will enjoy a new grand piece of art for years to come
• Do not accept the Art Donation	No new piece of art will be installed

Staff Recommendation

Accept the Art Donation.

RESOLUTION NO. 25-2033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ACCEPTING THE DONATION OF THE PUBLIC ART PIECE *NATURE'S REPOSE* BY ARTIST MELISSA COLE, DONATED BY THE LAKE FOREST PARK GARDEN TOUR, TO BE INSTALLED AT HORIZON VIEW PARK

WHEREAS, Chapter 3.95 of the Lake Forest Park Municipal Code authorizes the City to accept donations of real or personal property by resolution of the City Council; and

WHEREAS, the Lake Forest Park Garden Tour wishes to donate a public artwork entitled *Nature's Repose*, a two-sided concrete bench with added metal foliage and glass-mosaic elements designed by artist Melissa Cole, to the City of Lake Forest Park for permanent installation at Horizon View Park; and

WHEREAS, approximately 70 residents of all ages participated in community workshops in August 2025 to create mosaic animals for the base and hearts for the bench, demonstrating broad community involvement and support for this project; and

WHEREAS, the artwork will enhance Horizon View Park and contribute to the City's public art collection, complementing the earlier piece donated by the Lake Forest Park Garden Tour located in front of City Hall; and

WHEREAS, the Donation Agreement between the City and the Lake Forest Park Garden Tour sets forth the terms of acceptance, including that the artist retains copyright, images may be used only for educational/informational purposes, and that the City will maintain the artwork in accordance with the artist's instructions;

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

Section 1. ACCEPTANCE. The City Council hereby accepts the donation of the public art piece entitled *Nature's Repose* by artist Melissa Cole, donated by the Lake Forest Park Garden Tour, to be permanently installed at Horizon View Park.

Section 2. AGREEMENT. Authorizes the Mayor to sign Donation Agreement 25-01 in substantially the same form as attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 9th day of October 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: October 3, 2025
PASSED BY THE CITY COUNCIL: October 9, 2025
RESOLUTION NO.: 25-2033

DONATION AGREEMENT

No. 25-01

Section 8, ItemA.

THIS DONATION AGREEMENT ("Agreement") is entered into pursuant to Chapter 3.95 of the Lake Forest Park Municipal Code (LFPMC), Acceptance of Donations, on October 25, 2025, by the City of Lake Forest Park, a Washington State municipal corporation, ("City"), and the Lake Forest Park Garden Tour, ("Donor").

RECITAL

The Donor wants to make a donation to the City, and the City and the Donor desire to enter into this Agreement to describe the donation and any restrictions on the City's use of the donation.

AGREEMENT

The City and the Donor agree as follows:

1. Donation described.

Property: Nature's Repose Artwork at Horizon View Park by artist Melissa Cole.

2. Restrictions on City's use of Donation.

Images may be used for educational/informational use only and may not be sold in any form. Artist retains the copyright. Artwork may not be moved or deaccessioned without notifying the artist. City will maintain the artwork per the artist's instructions.

The City may only accept donations when they comply with Chapter 3.95 LFPMC. For that reason, the donation will only become effective when signed by an authorized City representative.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed below.

CITY OF LAKE FOREST PARK

LAKE FOREST PARK GARDEN TOUR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Council Resolution No. 25-2033
(Required for donations of real property, and
monetary or personal property of \$10,000 or
greater.)



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	10/9/2025
Originating Department	Public Works
Contact Person	Katie Phillips, Project Manager
Title	Resolution 25-2031/Authorizing the Mayor to Sign Amendment A to Agreement PC25-96103-014 with the Washington State Department of Commerce for Funding for the SR 104 and 40 th Place NE Roundabout Project

Legislative History

- First Presentation – Council Regular Meeting 10/9/2025

Attachments:

1. Resolution No. 25-2031
2. Public Works Board Construction Funding Agreement PC25-96103-014
3. Amendment A to Public Works Board Construction Funding Agreement PC25-96103-014

Executive Summary

The Department of Public Works (DPW) requests Council's approval to amend the Public Works Board Construction Funding Agreement PC25-96103-014 (Agreement) to raise the total agreement amount from \$2,000,000 to \$2,500,000. No other terms of the agreement will be affected by this amendment.

Background

In March 2025, the City signed the Agreement with the Washington State Department of Commerce (Commerce) as part of the funding package for the SR 104 and 40th Place NE Roundabout Project (the Project). At that time, the Project budget was \$7,028,009.00. Over the following months, several budget adjustments were made, including public advertisements and selecting the lowest responsive and responsible bid. Details are provided in the Fiscal & Policy Implications section of this Cover Letter. Consequently, the Project budget grew to \$8,629,598.00. To support this increase, City staff requested an amendment to our Agreement with Commerce to raise the Agreement's value. As a result, Commerce prepared Amendment A to our Agreement.

The value of Amendment A is \$500,000, while the original Agreement is \$2,000,000. Therefore, the updated Agreement value is \$2,500,000. No other terms of the Agreement have changed.

Fiscal & Policy Implications

For clarity, here is the breakdown of the change in the project budget from March 2025 to the present, as noted in the Background section of this Cover Letter.

- 3/31/2025 Project budget is \$7,028,009

90% engineer’s estimate is \$4,144,132.00; with contingency of \$617,909, this equates to a total construction cost of \$4,762,041
- 4/8/2025 Project budget increases to \$7,366,610

City receives 100% engineer’s estimate at \$4,300,379.00; with contingency of \$778,277, this increases total construction cost to \$5,078,656
- 5/8/2025 Project budget increases to \$7,494,420

City Council approves Amendment 3 to Agreement AG-21-002 with a value of \$753,332 for Construction Management services and Construction Support services; this value replaces the previous Construction Management and Support budget estimate of \$625,522
- 5/19/2025 Project budget increases to \$7,506,845

City Council authorizes additional budget to support finalized negotiations for right-of-way acquisitions for the Project; the right-of-way budget increases from \$565,545 to \$594,398
- 7/16/2025 Project budget increases to \$8,629,598

Following bid opening, the lowest responsive and responsible bid is \$5,412,358; with contingency of \$800,000, this equates to a total construction cost of \$6,212,358

The terms of this Agreement, which remain unchanged as a result of Amendment A, include the following: a 20-year loan term and a 1.71% interest rate. The Agreement is a line of credit loan. Under this Agreement and Amendment A, the City will seek reimbursement disbursements from the Public Works Board during the construction phase of the Project, up to but not exceeding \$2,500,000.00. The City is not required to seek reimbursement disbursements totaling the full \$2,500,000.00 line of credit amount. The repayment of this loan will be supported by the Transportation Benefit District Fund 104.

Alternatives

Options	Results
Authorize the Mayor to execute Amendment A to the Public Works Board Funding Agreement, included as Attachment 3.	The City will contract with the Department of Commerce Public Works Board for an additional \$500,000 to be added to our existing \$2,000,000 loan.

- Do not authorize the Mayor to execute Amendment A to the Public Works Board Funding Agreement.

The Roundabout project will have a \$500,000 funding shortfall.

Staff Recommendation

Move to adopt Resolution No. 25-2031.

RESOLUTION NO. 25-2031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN AMENDMENT A TO AGREEMENT
PC25-96103-014 WITH THE WASHINGTON STATE
DEPARTMENT OF COMMERCE FOR FUNDING FOR THE
SR 104 AND 40TH PLACE NE ROUNDABOUT PROJECT

WHEREAS, the City applied for and was awarded a competitive loan from the Washington State Department of Commerce Public Works Board for construction of the SR 104 and 40th Place NE Roundabout Project; and

WHEREAS, the City and the Washington State Department of Commerce executed the resulting Public Works Board Construction Funding Agreement PC25-96103-014; and

WHEREAS, changes to the SR 104 and 40th Place NE Roundabout Project budget created a need to increase the value of the funding agreement; and

WHEREAS, the Washington State Department of Commerce prepared Amendment A to the Public Works Board Construction Funding Agreement PC25-96103-014, an amendment that increases the total agreement value from \$2,000,000 to \$2,500,000;

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 Amendment A to the Public Works Board Construction Funding Agreement PC25-96103-014 with the Washington State Department of Commerce.

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 9th day of October, 2025.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

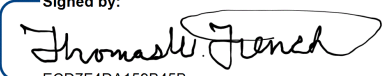
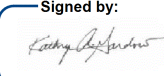
FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.:

AGREEMENT FACE SHEET

Section 9, ItemA.

Agreement Number: PC25-96103-014

PUBLIC WORKS BOARD
CONSTRUCTION FUNDING AGREEMENT

1. Contractor City of Lake Forest Park 17425 Ballinger Way NE Lake Forest Park, WA 98155		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Katie Phillips - kphillips@cityofffp.gov		4. Public Works Board Representative Ava Gombosky – ava.gombosky@commerce.wa.gov	
5. Agreement Amount \$2,000,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Agreement Start Date Agreement Execution Date	8. Agreement End Date June 1, 2045
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # N/A	11. SWV # 0018019-00	12. UBI # 601-140-623	13. UEI # N/A
14. Agreement Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste/recycling/organics facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; and Attachment I: Attorney’s Certification; and the Public Works Board’s Traditional Program Policy Handbook, found on the PWB website.			
FOR THE CONTRACTOR Signed by:  EC07F4DA159B45B... Signature Thomas French Print Name Mayor Title 3/28/2025 4:59 PM PDT Date		FOR PUBLIC WORKS BOARD Signed by:  7245D4026B7D42F... Kathryn A. Gardow, Public Works Board Chair 3/31/2025 2:54 PM PDT Date APPROVED AS TO FORM ONLY Signature on File Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Lake Forest Park
Agreement Number: PC25-96103-014

PROJECT INFORMATION

Project Title: SR104 & 40th Place NE Roundabout
Project City: 18401 Ballinger Way NE, Lake Forest Park, WA 98155
Project State: Washington
Project Zip Code: 98155

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$2,000,000
Loan Term: 20 years
Interest Rate: 1.71%
Payment Month: June 1st

GRANT FUNDING:

Grant Amount: \$0
% of Funding as Grant: 0%

PROJECT TOTALS:

Total Estimated Cost: \$7,028,009.00
Total Project Funding: \$2,000,000.00
Earliest Date for Cost Reimbursement: September 6, 2024
Time of Performance: 60 months from Execution Date of this Agreement to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a general obligation of the CONTRACTOR.

SCOPE OF WORK

This project includes a single-lane roundabout with ancillary improvements of approximately 1,100 linear feet of new sidewalks and shared use pathways, new pedestrian crossings with refuge islands, streetlights, stormwater treatment and/or flow control facilities, trees and irrigated landscaping, and miscellaneous signage, pavement markings, and minor utility adjustments. The constructed improvements of the project will also include the relocation of numerous existing utility facilities, the majority of which shall be performed by the facility owners per the terms of their utility franchise agreements with the City.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards



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AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Funding Agreement the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement
- B. "Agreement" shall mean this Construction Funding Agreement.
- C. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the SCOPE OF WORK described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the PWB Traditional Financing Webpage and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

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

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Agreement is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Agreement execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

If the funding under this Agreement constitutes a loan, repayments shall be made on the loan in accordance with Section 1.18 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK** and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Agreement, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Agreement shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Agreement, the Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records. RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Agreement may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Agreement execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Agreement execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Agreement execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Agreement shall be modified to note the appropriate change and no further adjustment to the Agreement for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- D. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the total funding amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project. Public Works Board logo files are available upon request.

1.15 Rate and Term of Loan

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Agreement Face Sheet and declared on the Agreement Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

Any grant funding shall be spent from the award proportionally to the **% OF FUNDING AS GRANT**. The percent of grant funding shall not be changed at project completion regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship.

1.16 Recapture

In addition to the recapture provisions in Section 2.32, the right to recapture shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Contractor shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD at least quarterly, as appropriate.

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

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

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

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

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

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Agreement**. The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan and grant amounts, loan term, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

If the Agreement includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Agreement shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Agreement execution. Interest accrues for the sixty (60) months after Agreement execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Agreement in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.21 Termination for Convenience

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Agreement in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Agreement. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.22 Time of Performance

No later than sixty (60) months after the date of Agreement execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term of any loan provided under this Agreement, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Agreement Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.24 Special Conditions

If ADDITIONAL SPECIAL CONDITIONS are listed on the Agreement Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Agreement.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement
- D. "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.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

This Agreement 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.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This Agreement shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT**A. General Requirements**

- If requested by the Board at any time during the Agreement period and six (6) years following termination of the Agreement, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's

name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 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 Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD 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 the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Agreement whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify the BOARD 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.

2.12 CONFORMANCE

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.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD 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 the BOARD 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 Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the BOARD 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 the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Agreement, 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 Agreement. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 GOVERNING LAW AND VENUE

This Agreement 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.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily

injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under RCW 51 to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of RCW 51, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.

- R. State Budgeting, Accounting, and Reporting System, RCW 43.88
- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 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 Agreement.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.25 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDS review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD 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 the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

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

2.37 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 that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

2.38 SUBCONTRACTING

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Agreement; (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 Agreement. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

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

2.39 SURVIVAL

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

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD 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 the BOARD 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 the BOARD provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42 TERMINATION FOR CONVENIENCE

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

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this Agreement.

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

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

- A.** Stop work under the Agreement 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 Agreement that is not terminated;
- C.** Assign to the BOARD, 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 the BOARD 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 the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Agreement had been completed, would have been required to be furnished to the BOARD;
- 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 the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. 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 the Contractor.

2.45 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 Agreement unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY’S CERTIFICATION

PUBLIC WORKS BOARD
CONSTRUCTION FUNDING PROGRAM

CONTRACTOR: City of Lake Forest Park
AGREEMENT Number: PC25-96103-014

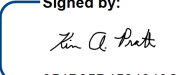
Kim Adams Pratt
I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Lake Forest Park (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the Agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

- 1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to enter into an Agreement with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
- 2. The CONTRACTOR is empowered to accept the BOARD’s financial assistance and to provide for repayment of the loan as set forth in the Agreement.
- 3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying any loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Agreement.
- 4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

Signed by:


Signature of Attorney
Kim Adams Pratt

Name

3/31/2025 | 8:48 AM PDT

Date

Certificate Of Completion

Envelope Id: 5A5D167E-F30C-4D79-9099-2E981646FD1D		Status: Completed
Subject: Complete with DocuSign: PC25-96103-014.pdf		
Division:		
Local Government		
Program: PWB		
ContractNumber: PC25-96103-014		
DocumentType: Contract		
Source Envelope:		
Document Pages: 25	Signatures: 3	Envelope Originator:
Certificate Pages: 5	Initials: 0	Ava Gombosky
AutoNav: Enabled		1011 Plum Street SE
Envelopeld Stamping: Enabled		MS 42525
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Olympia, WA 98504-2525
		ava.gombosky@commerce.wa.gov
		IP Address: 198.238.75.190

Record Tracking

Status: Original	Holder: Ava Gombosky	Location: DocuSign
3/12/2025 1:29:10 PM	ava.gombosky@commerce.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: Docusign

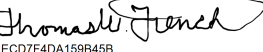
Signer Events	Signature	Timestamp
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cindy.chavez@commerce.wa.gov		Viewed: 3/12/2025 2:03:12 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kim Adams Pratt	Signed by:  354B85D4534040C...	Sent: 3/28/2025 3:08:45 PM
kim@madronalaw.com		Viewed: 3/31/2025 8:47:51 AM
Security Level: Email, Account Authentication (None)		Signed: 3/31/2025 8:48:39 AM
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ID: 18d99167-65cf-4ff3-8d3e-594d74425acc

Thomas French	Signed by:  ECD7F4DA159B45B...	Sent: 3/28/2025 3:08:45 PM
tfrench@cityofflp.gov		Viewed: 3/28/2025 4:59:18 PM
Mayor		Signed: 3/28/2025 4:59:55 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Using IP Address: 97.113.157.211	

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Signer Events	Signature	Timestamp	Section 9, ItemA.
Kathryn Gardow pwbgardowk@gmail.com PWB Chair Security Level: Email, Account Authentication (None)	Signed by:  7245D4026B7D42E... Signature Adoption: Uploaded Signature Image Using IP Address: 75.172.107.65	Sent: 3/31/2025 8:48:41 AM Viewed: 3/31/2025 2:54:23 PM Signed: 3/31/2025 2:54:46 PM	

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Ava Gombosky ava.gombosky@commerce.wa.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 198.238.6.170	Sent: 3/28/2025 3:00:06 PM Viewed: 3/28/2025 3:08:45 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Katie Phillips kphillips@cityofflp.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/31/2025 2:54:47 PM Viewed: 3/31/2025 3:49:56 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/31/2025 2:54:46 PM
Completed	Security Checked	3/31/2025 2:54:47 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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CONTRACT FACE SHEET

Section 9, ItemA.

Contract Number: PC25-96103-014**Amendment:** A**PUBLIC WORKS BOARD
CONSTRUCTION FUNDING AGREEMENT**

1. Contractor City of Lake Forest Park 17425 Ballinger Way NE Lake Forest Park, WA 98155		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Katie Phillips, kphillips@cityoffp.gov		4. Public Works Board Representative Max Wedding, max.wedding@commerce.wa.gov	
5. Agreement Amount \$2,000,000.00	6. Amendment Amount \$500,000.00	7. New Agreement Amount \$2,500,000.00	
8. Amendment Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		9. Amendment Start Date Amendment Execution Date	10. Agreement End Date June 1, 2045
11. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
12. Tax ID # N/A	13. SWV # 0018019-00	14. UBI # 601-140-623	15. UEI # N/A
16. Amendment Purpose The purpose of this amendment is to modify the total agreement amount.			
The Board, defined as the Washington State Public Works Board and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and have executed this Agreement/Contract Amendment on the date below to start on the last date signed below. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE CONTRACTOR <u>PER PWB: THIS COPY NOT FOR SIGNATURE</u> Signature _____ Print Name _____ Title _____ Date _____		FOR PUBLIC WORKS BOARD _____ Kathryn A. Gardow, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY Signature on File _____ Dawn C. Cortez Assistant Attorney General	

DECLARATIONS

CLIENT INFORMATION

Legal Name:City of Lake Forest Park

Agreement Number:PC25-96103-014

Amendment:A

PROJECT INFORMATION

Project Title:SR 104 & 40th Place NE Roundabout

Project City:Lake Forest Park

Project State:Washington

Project Zip Code:98155

FUNDING INFORMATION

LOAN FUNDING

Original Loan Amount:\$2,000,000.00

New Loan Amount:\$2,500,000.00

Loan Term:20 years

Interest Rate:1.71%

Payment Month:June 1st

GRANT FUNDING

Grant Amount:\$0.00

% of Funding as Grant:0%

PROJECT TOTALS

Total Estimated Cost:\$8,600,000.00

Total Project Funding:\$2,500,000.00

Earliest Date for Cost Reimbursement:September 6, 2024

Time of Performance:60 Months from the Execution Date of the Agreement to Project Completion

SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a general obligation of the CONTRACTOR.

SCOPE OF WORK

This project includes a single-lane roundabout with ancillary improvements of approximately 1,100 linear feet of new sidewalks and shared use pathways, new pedestrian crossings with refuge islands, streetlights, stormwater treatment and/or flow control facilities, trees and irrigated landscaping, and miscellaneous signage, pavement markings, and minor utility adjustments. The constructed improvements of the project will also include the relocation of numerous existing utility facilities, the majority of which shall be performed by the facility owners per the terms of their utility franchise agreements with the City.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards

AMENDMENT TERMS AND CONDITIONS

Washington State Department of Commerce
PUBLIC WORKS BOARD
CONSTRUCTION FUNDING AGREEMENT

Contractor/Borrower: City of Lake Forest Park
Agreement Number: PC25-96103-014
Amendment Number: A

The purpose of this amendment is to modify the total agreement amount of the above referenced Public Works Board Program.

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed above and on the attached Face Sheet, agree to amend the declared funding as described.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 9, 2025
Originating Department	Public Works
Contact Person	Katie Phillips, Project Manager
Title	Resolution 25-2027/Authorizing the Mayor to sign Amendment No. 1 to the Professional Services Agreement AG 24-044 with Consor North America, Inc. for Phase 2: 30% Design Services for the Beach Drive Lift Station Project

Legislative History

- First Presentation – September 11, 2025, Regular Meeting
- Second Presentation – October 9, 2025, Regular Meeting

Attachments:

1. Resolution 25-2027/Authorizing the Mayor to sign Amendment No. 1 to the Professional Services Agreement AG 24-044 with Consor North America, Inc. for Phase 2: 30% Design Services for the Beach Drive Lift Station Project
2. Amendment No. 1 to the Professional Services Agreement AG 24-044 with Consor North America, Inc.

Executive Summary

The Department of Public Works (DPW) recommends amending the professional services agreement AG 24-044 with Consor North America, Inc. (Consultant) to support additional services as part of Phase 2: 30% Design for the Beach Drive Lift Station project (Project). These additional services are necessary to complete preliminary side sewer design. The fee for these services would increase the contract price from \$225,074.00 to \$255,815.00. Funding to support this additional cost is available in the City's Sewer Capital Fund.

Background

The City retained the Consultant to provide 30% engineering design services for Phase 2 of the Project in September 2024. During the early stages of Phase 2, the City received feedback from the impacted property owners that influenced DPW's decision to address preliminary side sewer design for these impacted property owners as part of Phase 2 of the Project. This preliminary side sewer design effort was not originally envisioned as part of the Phase 2 Project scope of work and, therefore, was not addressed in the Consultant's contracted scope of services.

DPW staff have reviewed the Consultant's request to amend their contract according to DPW's direction and have found the proposed fee to be appropriate for the related services. Furthermore, DPW endorses the activities in the amendment as the more responsible path forward for the impacted property owners.

Fiscal & Policy Implications

Design and construction of this Project, including this amendment's fee, are fully supported by the Sewer Capital Fund. Furthermore, the approved 2025-2030 Capital Improvement Plan includes \$500,000 for the Project's design through 100%. As such, there are no fiscal implications to adopting this resolution.

Alternatives

Options	Results
Adopt Resolution	The City will execute Amendment No. 1 to the PSA AG 24-044 with Consor North America, Inc. and advance the Project by completing Phase 2 as amended.
No Action	The City will not execute Amendment No. 1 to the PSA AG 24-044 with Consor North America, Inc. and will advance the Project by completing Phase 2 as originally contracted.

Staff Recommendation

Move to adopt Resolution 25-2027 authorizing the Mayor to execute Amendment No. 1 to PSA AG 24-044 with Consor North America, Inc..

RESOLUTION NO. 25-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT AG 24-044 WITH CONSOR NORTH AMERICA, INC. FOR PHASE 2: 30% DESIGN SERVICES FOR THE BEACH DRIVE LIFT STATION PROJECT.

WHEREAS, the City has retained Consor North America, Inc. (Consultant) to provide 30% professional engineering design services for Phase 2 of the Beach Drive Lift Station project (Project); and

WHEREAS, additional professional engineering services not included in the Consultant’s contract scope of work are required to complete Phase 2 of the Project; and

WHEREAS, the Consultant provided the City with a proposal to complete the required additional services, which City staff have reviewed and found acceptable;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign Amendment No. 1 to the professional services agreement AG 24-044 with Consor North America, Inc., included herewith as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 11th day of September, 2025.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 25-2027

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and Consor North America, Inc.
Dated September 27, 2024

This first Amendment to the Professional Services Agreement between the City of Lake Forest Park and Consor North America, Inc., AG 24-044 (hereafter the “Agreement”), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

- 1. Exhibit A (Scope of Work) of the Agreement is amended to include the attached “Exhibit A – Addendum 1”.
- 2. Section 2 of the Agreement is hereby amended as follows:

Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed ~~two hundred and twenty five thousand, seventy-four Dollars (\$225,074)~~ **two-hundred and fifty-five thousand, eight-hundred and fifteen Dollars (\$255,815)** as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

- 3. Exhibit B of the Agreement is hereby amended to include the attached “Exhibit B – Addendum 1”.
- 4. Exhibit C of the Agreement is hereby replaced with the attached “Exhibit C”.

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

CITY OF LAKE FOREST PARK

CONSOR NORTH AMERICA, INC.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

EXHIBIT A – Addendum 1

SCOPE OF SERVICES

BEACH DRIVE LIFT STATION, 30 PERCENT DESIGN

CITY OF LAKE FOREST PARK

Introduction/General/Background

Conсор North America Inc. (Conсор) has developed this Addendum 1 Scope of Services and accompanying fee estimate to provide supplemental 30 percent design engineering services for the Beach Drive Lift Station project (Project) for the City of Lake Forest Park (City). The scope and fee have been developed based on Conсор’s understanding of the amended project. The addendum includes two site visits to gather information on the residential side sewers impacted by the project, 30% side sewer design, topographic surveying and mapping by DHA, and an update to the design criteria development, Preliminary Design Report, 30 percent level drawings, specifications table of contents, opinion of probable project cost, and permitting requirements matrix.

Project Understanding and Assumptions

The project assumed that the topographic survey developed as part of the park project would be used for project design purposes. It was determined that a supplemental survey was needed and so DHA was brought onto the team to perform topographic surveying and basemapping.

At a public meeting at City Hall, homeowners mentioned the complexity of rerouting the side sewers from the beach line to the new sewer in Beach Drive. This prompted the City to request that Conсор perform a site visit at each impacted residence to determine if a new side sewer route was feasible from visual inspection of surface features only, i.e. no subsurface investigation was carried out to locate the existing side sewers or to determine subsurface items on the potential routing of the new side sewers. From visual inspection, it appears that routing side sewers to Beach Drive is feasible and so the amendment includes a second site visit to visually observe residential plumbing where easily accessible. The site visit information will then be used to determine the 30% design side sewer routing and additional data needs.

Scope of Services

To maximize the available information and consequently to minimize costs associated with the Project, all tasks include the following four (4) components:

- Objective: Summary of the goals that will be achieved by each task.
- Activities: Specific project elements and efforts that will be completed by the Conсор project team.
- Deliverables: The finished product that will be delivered to the City.
- Assumptions: Assumptions used to develop each task.

Task 1 - Project Management

Objective

The additional time to complete the project requires additional budget to perform Tasks 1.1, 1.3, and 1.4 work.

Activities

1.1 Invoices/Status Reports

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

1.2 Project Kickoff Meeting (NOT USED)

1.3 Coordination with City Staff

Coordinate with City staff through bi-weekly status reports, monthly status meetings, weekly telephone communication, and email during the project. City PM to be copied on all email communications with City staff.

1.4 Coordination with Subconsultants

Coordinate with subconsultants on specific tasks, scope, and budget.

1.5 Decision Log (NOT USED)

1.6 Quality Management (NOT USED)

Task Deliverables

- Monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Problems encountered and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls or optional services.
 - Updated monthly schedule, when applicable.
 - Issues requiring project team action.
- Kickoff meeting agenda and minutes.
- Decision log form.

Assumptions

- Project duration is anticipated to be extended to an additional nine (9) months.
- Assume nine (9) additional progress payments/status reports.

Task 2 – Preliminary Design

Objective

The addition of the side sewer site visits and 30% design inclusion requires additional Task 2.1, and new tasks 2.3 and 2.4.

Activities

2.1 Preliminary Design Criteria and Drawings

Coordinate with City staff on key design elements, design criteria, and development of two (2) preliminary drawings of the side sewers to the approximate 30 percent design completion level for approximately 21 of 54 estimated final design plan sheets (the full preliminary drawing list is included as amended **Exhibit C**), including:

- General Sheets, including the Design Criteria (three sheets).
- Side Sewers (two sheets).
- Site and Yard Piping Plans (one sheet).
- Influent Sewer and Force Main Plans and Profiles (three sheets).
- Structural plans and sections (four sheets).
- Mechanical plans and sections (four sheets).
- Electrical plans (four sheets).

2.2 Preliminary Design Report (NOT USED)

2.3 Side Sewer Site Visit (NEW TASK)

Perform a site visit at each impacted residence to determine if a new side sewer route is feasible from visual inspection of surface features only, i.e. no subsurface investigation was carried out to locate the existing side sewers or to determine subsurface items on the potential routing of the new side sewers. The site visit to be attended by two (2) Consor team members.

2.4 Homeowner Data Collection (NEW TASK)

Perform a site visit to visually observe residential plumbing where easily accessible. The site visit information to inform the 30% design side sewer routing and additional data needs. The site visit to be attended by one (1) Consor team member.

Task Deliverables

- Two additional 30% design drawings of the side sewer routing.
- Site visit notes.

Assumptions

- City Involvement:
 - Provide supporting information pertinent to the project.
 - Attend site visits.

Task 3 – Subconsultants

Objective

Provide for the specialty survey and topographic mapping services provided by a Consor subconsultant for the project as new Task 3.6.

Activities

3.1 Structural Engineering Services (NOT USED)

3.2 Electrical, Instrumentation, and Controls Engineering Services (NOT USED)

3.3 Environmental and Permitting Services (NOT USED)

3.4 Geotechnical Services (NOT USED)

3.5 Cultural Resources Services (NOT USED)

3.6 Survey and Topographic Mapping (NEW TASK)

See attached **Exhibit A** for surveying and basemapping scope of services.

Deliverables

- See attached subconsultant Scopes of Services.

Assumptions

- See attached subconsultant Scopes of Services.

Task 4 – Unanticipated Services (NOT USED)

Project Schedule

Conсор will begin work on the project upon receiving Notice to Proceed. A preliminary project schedule is shown in the following table.

Item	Date
30% Design	Complete by December 31, 2025
Closeout	December 2025

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant’s Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the following table. Subconsultants will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below. The detailed Fee Estimate is included as **Exhibit B**.

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2025 through December 31, 2025. After this period, the rates are subject to adjustment.

Billing Classifications	Rates	Billing Classifications	Rates
Principal Engineer VI	\$373	Construction Manager X	\$330
Principal Engineer V	\$351	Construction Manager IX	\$307
Principal Engineer IV	\$332	Construction Manager VIII	\$290
Principal Engineer III	\$313	Construction Manager VII	\$279
Principal Engineer II	\$295	Construction Manager VI	\$259
Principal Engineer I	\$280	Construction Manager V	\$239
Professional Engineer IX	\$270	Construction Manager IV	\$227
Engineering Designer IX	\$260	Construction Manager III	\$207
Professional Engineer VIII	\$256	Construction Manager II	\$191
Engineering Designer VIII	\$249	Construction Manager I	\$162
Professional Engineer VII	\$245	Construction Coordinator V	\$221
Engineering Designer VII	\$236	Construction Coordinator IV	\$200
Professional Engineer VI	\$233	Construction Coordinator III	\$185
Engineering Designer VI	\$225	Construction Coordinator II	\$164
Professional Engineer V	\$221	Construction Coordinator I	\$149
Engineering Designer V	\$213	Construction Admin Specialist IV	\$201
Professional Engineer IV	\$208	Construction Admin Specialist III	\$183
Engineering Designer IV	\$204	Construction Admin Specialist II	\$159
Professional Engineer III	\$201	Construction Admin Specialist I	\$140
Engineering Designer III	\$201	Inspector VII	\$239
Engineering Designer II	\$189	Inspector VI	\$221
Engineering Designer I	\$176	Inspector V	\$200
Principal III	\$379	Inspector IV	\$185
Principal II	\$339	Inspector III	\$164
Principal I	\$301	Inspector II	\$149
Project Manager V	\$295	Inspector I	\$128
Project Manager IV	\$285	Technician IV	\$201
Project Manager III	\$267	Technician III	\$183
Project Manager II	\$237	Technician II	\$159
Project Manager I	\$208	Technician I	\$140
Cost Estimator III	\$316	Project Coordinator IV	\$194
Cost Estimator II	\$256	Project Coordinator III	\$176
Cost Estimator I	\$194	Project Coordinator II	\$159
Quality Control Compliance Specialist	\$200	Project Coordinator I	\$146
Climate Scientist VI	\$292	Administrative III	\$146
Climate Scientist V	\$257	Administrative II	\$134
Climate Scientist IV	\$232	Administrative I	\$120
Climate Scientist III	\$207		
Climate Scientist II	\$190		
Climate Scientist I	\$161		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

BEACH DRIVE LIFT STATION 30% DESIGN
CITY OF LAKE FOREST PARK
PROPOSED FEE ESTIMATE AMENDMENT NO 1

	LABOR CLASSIFICATION (HOURS)											
	Principal Engineer VI	Engineering Designer III	Engineering Designer VII	Administrative II	Hours	Labor	Subconsultants	Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total
							Survey					
Task 1 - Project Management												
Task 1.1 - Invoices/Status Reports	2	3		6	11	\$ 2,153		1.1	\$ -	\$ -	\$ -	\$ 2,153
Task 1.2 - Project Kickoff Meeting					0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -
Task 1.3 - Coordination with City Staff	3	3			6	\$ 1,722		1.1	\$ -	\$ -	\$ -	\$ 1,722
Task 1.4 - Coordination with Subconsultants	1	2			3	\$ 775		1.1	\$ -	\$ -	\$ -	\$ 775
Task 1.5 - Decision Log					0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -
Task 1.6 - Quality Management					0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -
Task 1 Subtotal	6	8	0	6	20	\$ 4,650	\$ -		\$ -	\$ -	\$ -	\$ 4,650
Task 2 - Preliminary Design												
Task 2.1 - Preliminary Design Criteria and Drawings	4	16	12		32	\$ 7,540		1.1	\$ -	\$ -	\$ 216	\$ 7,756
Task 2.2 - Preliminary Design Report					0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -
Task 2.3 - Side Sewer Site Visit	5	8			13	\$ 3,473		1.1	\$ -	\$ 66	\$ -	\$ 3,539
Task 2.4 - Homeowner Data Collection	1	8			9	\$ 1,981		1.1	\$ -	\$ 66	\$ -	\$ 2,047
Task 2 Subtotal	10	32	12	0	54	\$ 12,994	\$ -		\$ -	\$ 132	\$ 216	\$ 13,342
Task 3 - Subconsultants												
Task 3.1 - Structural Engineering Services					0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -
Task 3.2 - Electrical, Instrumentation, and Controls Engineering Services					0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -
Task 3.3 - Permitting and Critical Areas Services					0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -
Task 3.4 - Geotechnical Services					0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -
Task 3.5 - Cultural Resources Services					0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -
Task 3.6 - Surveying and Topographic Mapping	1	4			5	\$ 1,177	\$ 10,520	1.1	\$ 11,572	\$ -	\$ -	\$ 12,749
Task 3 Subtotal	1	4	0	0	5	\$ 1,177	\$ 10,520		\$ 11,572	\$ -	\$ -	\$ 12,749
Task 4 - Unanticipated Services												
Task 4.1 - Unanticipated Services					0	\$ -		1.1	\$ -	\$ -	\$ -	\$ -
Task 4 Subtotal	0	0	0	0	0	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
TOTAL - ALL TASKS	17	44	12	6	79	\$ 18,821	\$ 10,520		\$ 11,572	\$ 132	\$ 216	\$ 30,741

EXHIBIT C - PRELIMINARY DRAWING LIST

Section 9, ItemB.

SHEET NO.	SHEET	GENERAL	30% Design	60% Design	90% Design	100% Design	Bid Documents
			21	54	54	54	54
1	G-001	COVER SHEET	X	X	X	X	X
2	G-002	SHEET INDEX AND AREA DESIGNATIONS		X	X	X	X
3	G-003	SYMBOLS AND LEGEND		X	X	X	X
4	G-004	ABBREVIATIONS		X	X	X	X
5	G-005	GENERAL NOTES AND DESIGN CRITERIA	X	X	X	X	X
6	G-006	EXISTING SITE PLAN	X	X	X	X	X
EROSION CONTROL							
7	E-001	TESC NOTES AND PLAN		X	X	X	X
8	E-002	TESC DETAILS		X	X	X	X
CIVIL							
9	C-001	CIVIL NOTES		X	X	X	X
10	C-002	SIDE SEWERS - 1	X	X	X	X	X
11	C-003	SIDE SEWERS - 2	X	X	X	X	X
12	C-004	SITE AND YARD PIPING PLAN - 1	X	X	X	X	X
13	C-005	SITE AND YARD PIPING PLAN - 2		X	X	X	X
14	C-006	INFLUENT SEWER PLAN AND PROFILE - 1	X	X	X	X	X
15	C-007	INFLUENT SEWER PLAN AND PROFILE - 2	X	X	X	X	X
16	C-008	FORCE MAIN PLAN AND PROFILE - 1	X	X	X	X	X
17	C-009	FORCE MAIN PLAN AND PROFILE - 2		X	X	X	X
18	C-010	CIVIL DETAILS - 1		X	X	X	X
19	C-011	CIVIL DETAILS - 2		X	X	X	X
STRUCTURAL							
20	S-001	ABBREVIATIONS, GENERAL NOTES & SYMBOLS		X	X	X	X
21	S-002	STRUCTURAL NOTES	X	X	X	X	X
22	S-003	STRUCTURAL PLAN - 1	X	X	X	X	X
23	S-004	STRUCTURAL PLAN - 2		X	X	X	X
24	S-005	STRUCTURAL SECTIONS - 1	X	X	X	X	X
25	S-006	STRUCTURAL SECTIONS - 2	X	X	X	X	X
26	S-007	STRUCTURAL DETAILS - 1		X	X	X	X
27	S-008	STRUCTURAL DETAILS - 2		X	X	X	X
PROCESS							
28	D-001	ABBREVIATIONS, GENERAL NOTES & SYMBOLS	X	X	X	X	X
29	D-002	MECHANICAL EQUIPMENT SCHEDULES	X	X	X	X	X
30	D-003	MECHANICAL PLAN - 1	X	X	X	X	X
31	D-004	MECHANICAL PLAN - 2		X	X	X	X
32	D-005	MECHANICAL SECTIONS	X	X	X	X	X
33	D-006	MECHANICAL DETAILS - 1		X	X	X	X
34	D-007	MECHANICAL DETAILS - 2		X	X	X	X
ELECTRICAL							
35	E-001	ELECTRICAL SYMBOLS AND ABBREVIATIONS	X	X	X	X	X
36	E-002	EI&C NOTES	X	X	X	X	X
37	E-003	ONE-LINE DIAGRAM	X	X	X	X	X
38	E-004	ELECTRICAL PLAN	X	X	X	X	X
39	E-005	CABLE SCHEDULE		X	X	X	X
40	E-006	LIFT STATION ELEVATION		X	X	X	X
41	E-007	DISCONNECT PANEL		X	X	X	X
42	E-008	ELECTRICAL DETAILS - 1		X	X	X	X
43	E-009	ELECTRICAL DETAILS - 2		X	X	X	X
44	E-010	MCC DIAGRAM		X	X	X	X
INSTRUMENTATION							
45	I-001	SYMBOLS AND ABBREVIATIONS		X	X	X	X
46	I-002	P&ID		X	X	X	X
47	I-003	CONTROL PANEL LAYOUT - 1		X	X	X	X
48	I-004	CONTROL PANEL LAYOUT - 2		X	X	X	X
49	I-005	CONTROL PANEL WIRING AND NETWORK DIAGRAM		X	X	X	X
50	I-006	DISCRETE INPUT 1 WIRING DIAGRAM		X	X	X	X
51	I-007	DISCRETE INPUT 2 WIRING DIAGRAM		X	X	X	X
52	I-008	DISCRETE OUTPUT WIRING DIAGRAM		X	X	X	X
53	I-009	ANALOG INPUT WIRING DIAGRAM		X	X	X	X
54	I-010	ANALOG OUTPUT WIRING DIAGRAM		X	X	X	X

City Administrator Report
City of Lake Forest Park

Date: October 9, 2025

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

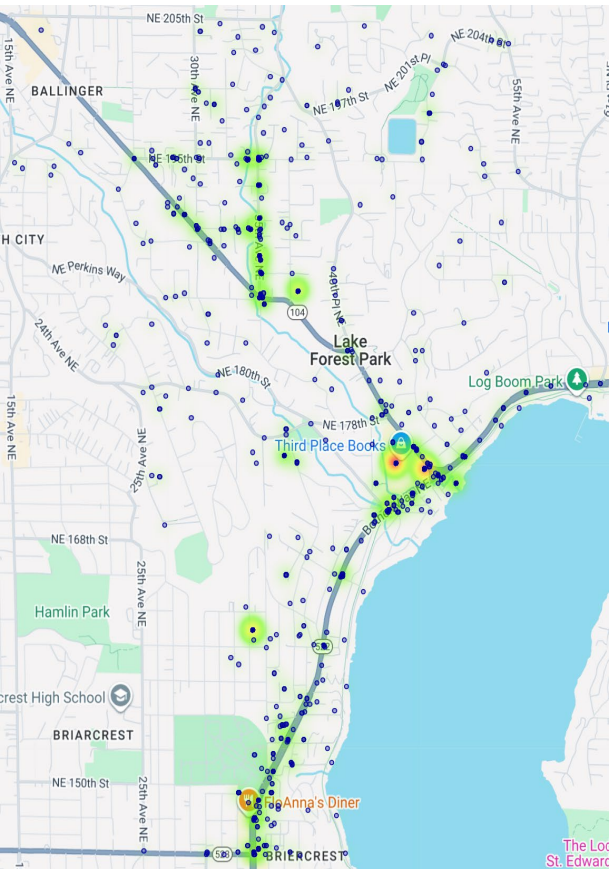
CC: Honorable Mayor Tom French
Leadership Team

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 **September 2025**:
Each blue dot is an incident generated by dispatch or an officer.

This map represents **1001** Call Incidents in **September**
See Traffic Stats in Traffic Safety Section

Questionable Activity	47
Behavioral Health	45
911 Call	43
Warrants	24
Contact of a Person	23
Welfare Check	23
Theft	21
Area Check	20
Alarm	9
Suicide	7
Civil	6
Found Property	6
Motor Vehicle Prowl	6
Disturbance	5
Domestic	5

Case Reports Taken for September 2025

Theft	15
Behavioral Health	7
Motor Vehicle Prowl	4
DUI	4
Domestic	3
Trespass	3
Warrant Arrest	2
Property	2
Death Investigation	2
APS (Adult Protective Services)	2
Fraud	2

Counterfeiting	1
Ordinance	1
Informational report	1
Malicious mischief	1
Burglary	1
Missing person	1
Assist outside agency	1
Assault	1
MV theft	1
Harassment	1

Total – 56

Notable Incidents:**Sex Offense**

A fifteen-year-old female disclosed that she had a sexual relationship with an adult. The case is in the investigation unit, assigned to a detective.

Theft

Theft in progress at the Ross store. The subject (who lives at the Sacred Medicine) was booked and released due to other calls pending and minimum staffing.

A community member contacted the police stating that somebody had taken a package from her front porch. The video showed the suspect on an electric scooter wearing a black helmet. There are no further leads to identifying the thief.

A package was stolen from a mailbox. No leads at this time.

Theft in progress at the Ross store. The shoplifter left before the arrival of the officers.

Another theft in progress at the Ross store. The subject was caught and trespassed from the town center.

A theft in progress at the Safeway store. Suspects' vehicles stopped by the officers in proximity to Acacia. Both suspects were arrested and booked.

Theft of alcohol in progress at the Safeway store. 2 juveniles caught. The parents came and picked up the juveniles.

Patrol responded to a motor vehicle prowling/theft at the Wildwood Apts. No leads.

Behavioral Health

The parents of a twelve-year-old male called the police regarding their son being belligerent and out of control. Officers spoke with the juvenile. He went to the hospital voluntarily.

Juvenile Problem

Several juveniles, who were attending a party, were caught drinking and smoking marijuana. Officers ended the party and spoke with the adults.

Domestic Violence

A verbal domestic incident. The officers explained how to reach our domestic violence advocate for advice and warned the involved parties about consequences of physical violence.

Suspicious Circumstances

A vehicle with four occupants was found at Horizon View Park after hours. They were warned about the park rules and moved along.

There were suspicious subjects in the Ross store. They decided to leave without purchasing anything when they saw the police officers.

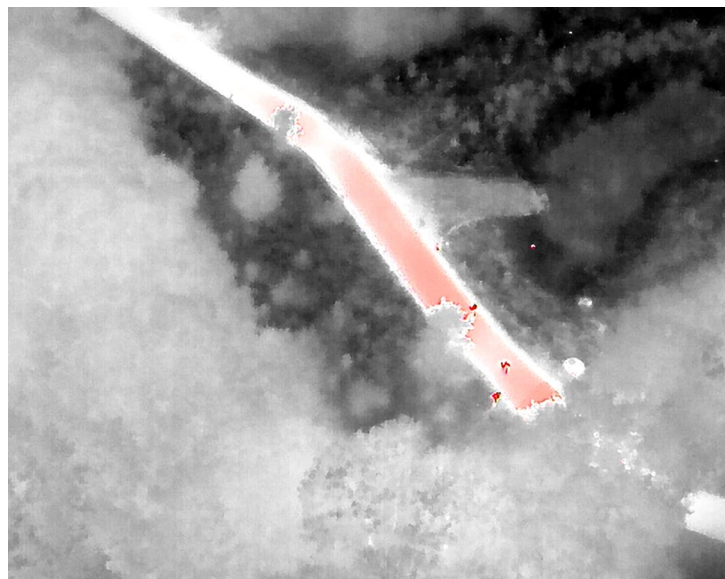
A dispute between neighbors at the Woodland North Apts. Officers deescalated the situation and they were warned about the behavior.

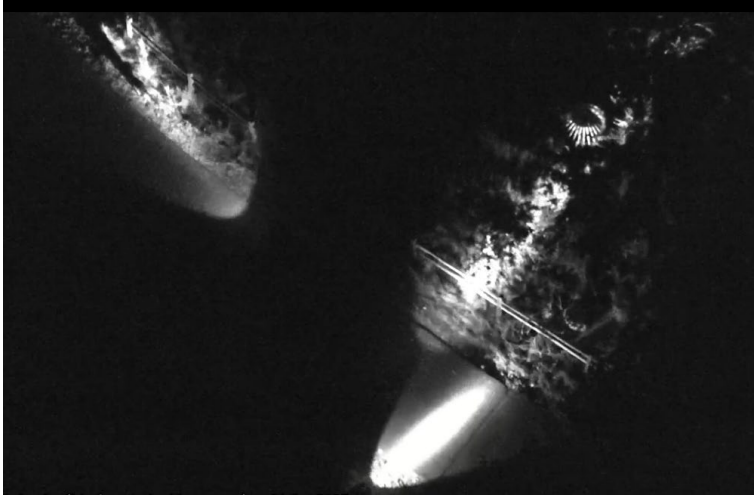
Assist

Officers assisted the Port of Seattle Police with a Hit & Run incident.

LFPPD officers also assisted Bothell PD with a Hit & Run/Eluding call. One of our officers utilized our UAV/drone to assist the K9. This was the first deployment of the UAV from our operators.

Using infrared, the LFPPD drone operator (Carlsud) had overwatch of the Bothell K9 track for the hit and run suspect.





Night Vision of UAV

Stolen vehicle

Ofc. Carlsrud intercepted a stolen vehicle in proximity to Taco Bell. The vehicle eluded the officer and accelerated to a speed above 100 mph. The officer terminated the pursuit (he was about to deploy StarChase) and lost sight at 165th and Bothell Way.

Suicide

A female community member advised she wanted to commit suicide. She was sent to the Hospital for evaluation.

A person tried to overdose (attempting suicide) using Trazodone. She was sent to the hospital for evaluation.

DUI

Patrol officers responded to a traffic accident (18400blk of 35th Ave NE) where an intoxicated female driver got stuck inside her vehicle (no injuries). She was obviously DUI and she was transported to Swedish Hospital - Edmonds for the blood draw. At the hospital she kicked Ofc. Coleman on his knee. She was charged with DUI and assault of an officer.

APS (Adult Protective Services)

ID Theft where the victim is a male born in 1923. Investigation in progress.

Lake Forest Park



Traffic Safety

Traffic Safety Highlights

September 2025	
Traffic Stops	391
Traffic General	53
Traffic Collisions	11
Parking tickets	7
Traffic Abandon	6
Impound	4
Hit and Run	2

Training:

TSO Johnson attended Basic Traffic Collision Investigations through the Washington State Criminal Justice Training Commission, where she learned the elements to prioritize and evaluate a collision, the importance of documenting with photographs and obtaining warrants. She also dove heavily into formulas to calculate drag factor, minimum speed, stopping distance and more.

Emphasis Patrols:

- From Ballinger Way NE to 35th Ave. NE via NE 190th St.
- Continued emphasis on 55th Ave. NE
 - Patrol reports average speeds are low to mid 30's

Construction Traffic:

- 35 Officer/ citizen contacts in the construction zone on 35th, 37th, 190th and 195th to include warnings and tickets.

School Zone patrol:

- School Zone patrol continues intermittently. Crossing guard reported noticing people slowing down looking for officer when they weren't there.
- Driver received an NOI for traveling 44 mph in a 25 mph at the 18700blk of 35th

Transit Lane Violation:

- 0830-0930- heavy patrol enforcement

Incidents:

- Driver on 195th/ Ballinger vehicle speeding. Driver not from this area and was educated on local speeds.
- Vehicle stopped for speeding 66 mph in a 40 mph, southbound SR522. Driver was arrested for DUI
- 1900blk of 35th - Distracted driver rear ends another vehicle, no injuries, one vehicle towed
- Vehicle ran red light at 145th, officer engaged pursuit to deploy StarChase then disengaged due to weather conditions and rate of speed. SPD was advised.

Parking:

- Vehicle parked on 195th illegally per 72hr, due to being in jail. RO was warned.
- 195th/ Forest Park Dr. - Expired temp. registration. Tagged for removal.
- Warned driver to display disabled placard properly
- 16500blk of 37th-

**Trees:**

- 178th and Ballinger - Large tree blocked roadway. Approx. 12" diameter, 40' long.

Officers going above and beyond:

Vehicle parked in NO Parking area, possibly related to previous juvenile call. Officers advised homeowner if anyone was too intoxicated to drive, to leave the vehicle and they would not enforce parking violation as that was better than them driving impaired.

Community acknowledgment:

Concerned citizens connect with TSO Johnson

"Thank you for the reply, Amanda. The patrols have been great and I appreciate LFP PD helping out during WSDOTs project."

"We appreciate that LFP is in the process of getting some things going on this street! We understand working with the county can take time and will remain patient."

"Thanks for the update, I really appreciate for the action taken to ensure the safety of our community."

2025 Lake Forest Park Inaugural Community Police Academy Graduation



We just wrapped up our first Community Police Academy (CPA) and it was a success! Over the past several weeks, community members learned about the many aspects of police work in our own community. They learned how to become a police officer (selection process, academy, field training, probation, etc.), patrol functions, traffic enforcement, investigation techniques, DUI enforcement, community policing, and even the future of policing. Each class combined theory and hands-on practice. Participants experienced mock traffic

stops, learned how fingerprints and DNA are collected, went through DUI field sobriety tests, and got a close look at the tools officers use in the field, including tasers, BolaWrap, Pepperball, body cameras, drones, and more.

The sessions were interactive, filled with great questions, teamwork, and even plenty of laughter. Chief Harden joined in the first and last classes to discuss the future of policing, answer questions, and personally present certificates to graduates.

The feedback from participants was outstanding! The survey results showed an overall experience of "Excellent" and "Exceeded expectations."

Some of the comments were:

- "Deeper trust and confidence in the police department"
- "Learning about our tax dollars at work"
- "Officers are more approachable"



- “How involved it takes to become a police officer”
- “The technology is more advanced than I had known”
- “Personal stories from the officers”
- “I looked forward to each class”
- “This program is VERY important for the community to understand the lives of LFP Police”
- “Helped to clarify common civilian misunderstandings”
- “How much time goes into so many things”
- “The passion all members have for their jobs, their duties, and compassion for getting it right and protecting the community”
- “Thank you all for taking the time and making the effort to make the academy happen. It truly does provide excellent community awareness”
- “All classes were extremely valuable in understanding how our police dept works”
- “This class has been informative. I’m incredibly impressed with all you do; you are all so kind”
- “I learned tactics I was not aware of”
- “I love our police force”



We couldn't have done it without the hard work of Cmdr. Zanella and Cmdr. Adams, who organized and led this CPA session. A special thank you goes out to our instructors, Sgt. Gross, Sgt. Walker, Sgt. Czebotar, and Ofc. Carlsrud, all who did an outstanding job leading the classes, sharing the knowledge, and making the academy both fun and engaging. We truly appreciate their dedication and the time they spent with our community members.

Thank you to everyone who joined us, we look forward to the next Community Police Academy! The next opportunity to participate in the Academy will likely be in the Spring of 2026. See you there!



Pink Patch Project – Breast Cancer Awareness

The Lake Forest Park Police Department is proud to participate in the "Pink Patch Project" to raise awareness for the fight against breast cancer. With the sale of our pink patches and pink coins we are committed to support organizations that provide care, hope, and resources to those impacted by this devastating disease. All proceeds will be donated to Cancer Lifeline www.cancerlifeline.org

Pink Patches and Challenge Coins are for sale at the Lake Forest Park Police Department 17425 Ballinger Way NE, Lake Forest Park, WA 98115 - Contact: Commander Diego Zanella at dzanella@cityoflfp.gov

Patches \$10.00 each or 2 for \$15.00
Challenge Coins \$10.00 each



Hopestream Community

The Lake Forest Park Police Department is proud to continue partnering with Hopestream, a 501(c)(3) nonprofit that provides support, education, and resources for parents whose teens and young adults are struggling with substance use and mental health challenges. Through this partnership, we're sponsoring free memberships for local moms and female caregivers to access free resources, Narcan, educational events and workshops, and 24/7 support—creating a place for connection, guidance, and hope as they navigate the confusion and isolation that comes with supporting a struggling child.

Hopestream is now offering a limited free membership for all parents, which includes the complimentary course Hope Starts Here - a practical and compassionate introduction to tools and support for families navigating these challenges.

If you or someone you know could benefit, email info@hopestreamcommunity.org to learn more or request a free membership.

I. Internal City Information

II. Council Information

III. Response to Citizen and Council Comments

IV. Contract Reporting

AG-25-039: Adopt-a-Drain Program Membership agreement, \$6,080.25

AG-25-040: Kaiser Foundation On-the-Job Occupational Health Program

AG-25-041: Picnic in the Park Performer agreements

V. Legislative Update

VI. Community Events

VII. Upcoming City Sponsored Events

[Community Preparedness Fair](#)

October 11, 2025, 10:00 AM - 2:00 PM Third Place Commons

[More Details](#)

[Q&A Session on Police and Public Safety Levy](#)

October 18, 2025, 9:00 AM City Hall

[More Details](#)

[Residential Recycling Event with Kenmore](#)

October 18, 2025, 9:00 AM - 3:00 PM

[More Details](#)

[Q&A Session on Police and Public Safety Levy](#)

October 22, 2025, 6:00 PM City Hall

[More Details](#)

[New Public Art Installation: "Nature's Repose" by Artist Melissa Cole](#)

October 25, 2025, 10:00 AM

[More Details](#)

VIII. Meetings Calendar

[Planning Commission Meeting \(hybrid meeting\)](#)

October 14, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[North King County Coalition on Homelessness](#)

October 16, 2025, 1:00 PM - 2:30 PM

[More Details](#)

[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)

October 16, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom

[More Details](#)

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

October 20, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom

[More Details](#)

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

October 23, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

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

October 28, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)