



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, October 12, 2023 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

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

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

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

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

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

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

AGENDA

1. **CALL TO ORDER: 7:00 PM**

2. **PLEDGE OF ALLEGIANCE**

3. **ADOPTION OF AGENDA**

4. **PROCLAMATIONS**

A. Breast Cancer Awareness Month - October 2023

B. Domestic Violence Awareness Month - October 2023

5. **CITIZEN COMMENTS**

*This portion of the agenda is set aside for the public to address the Council on agenda items or any other topic. The Council may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.***

6. **PRESENTATIONS**

A. Police Department Specialty Units (K9, Traffic, Unmanned Aerial Vehicle, Marine)

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 25, 2023 City Council Committee of the Whole Meeting Minutes

B. September 28, 2023 City Council Budget and Finance Committee Special Meeting Minutes

C. September 28, 2023 City Council Regular Meeting Minutes

D. City Expenditures for the Period Ending October 12, 2023

E. Resolution 23-1921/Authorizing the Mayor to sign the 2023 Interagency Agreement with the Washington Traffic Safety Commission for Target Zero High Visibility Enforcement

8. **ORDINANCES AND RESOLUTIONS FOR ACTION**

A. Ordinance 23-1277/Adopting Final Development Regulations relating to Tree Canopy Preservation and Enhancement

9. **COUNCIL DISCUSSION AND ACTION**

10. **OTHER BUSINESS**

11. **COUNCIL COMMITTEE REPORTS**

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

12. ADJOURN

FUTURE SCHEDULE

- Monday, October 16, 2023 City Council Budget and Finance Committee Special Meeting 6 pm - *hybrid meeting (Zoom and City Hall)*
- Thursday, October 19, 2023 City Council Budget and Finance Committee Meeting – *canceled*
- Monday, October 23, 2023 City Council Committee of the Whole Meeting 6 pm - *hybrid meeting (Zoom and City Hall)*
- Thursday, October 26, 2023 City Council Regular Meeting 7 pm - *hybrid meeting (Zoom and City Hall)*

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

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



PROCLAMATION

WHEREAS, while considerable progress has been made in the fight against breast cancer, it remains the most commonly diagnosed cancer and the second leading cause of death among women in the United States; and

WHEREAS, every two minutes a woman is diagnosed with breast cancer, and 30% of new women’s cancer diagnoses will be for breast cancer; and

WHEREAS, 1 out of every 8 women in the United States will be diagnosed with breast cancer during her lifetime; and

WHEREAS, in 2023, an estimated 297,790 new cases of invasive breast cancer are expected to be diagnosed in women in the U.S. and 55,720 new cases of non-invasive (in situ) breast cancer; and

WHEREAS, men can also get breast cancer, and an estimated 2,800 men will be diagnosed with it in 2023; and

WHEREAS, there are more than 3.8 million breast cancer survivors in the United States, including women still being treated and those who have completed treatment; and

WHEREAS, as we display pink ribbons, wear pink clothing, and our police department wears pink patches and badges to raise awareness, we also support those in our community that are courageously fighting breast cancer and honor the lives lost to the disease; and

WHEREAS, this October, we recognize breast cancer survivors, those battling the disease, their families and friends who are a tireless source of love and encouragement, and applaud the efforts of our medical professionals and researchers working to find a cure for this deadly disease; and

WHEREAS, Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education, early detection, prevention, and regular screening.

NOW, THEREFORE, the Mayor and Council of the City of Lake Forest Park do hereby proclaim the month of October 2023 as

~ BREAST CANCER AWARENESS MONTH ~

in the City of Lake Forest Park and I commend this observance to all citizens and encourage all women and men to learn more about this disease.

Signed this 12th day of October, 2023

Jeff Johnson, Mayor



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 4 women and 1 in 9 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 is 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 2023 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 12th day of October, 2023.

Jeff Johnson, Mayor



Lake Forest Park Police Department

Specialized Units

October 2023

Specialized Units

Investigations

SWAT / HNT

Traffic

RADAR/ RCR

K9

UAV Operator

Narcotics Unit

Gangs

Marine Patrol





Investigations

- LFPPD – Detectives
- IFIT- KC (Independent Force Investigation Team-King County)
- CSPA (Coalition of Small Police Agencies)
 - MCTF (Major Crime Task Force)



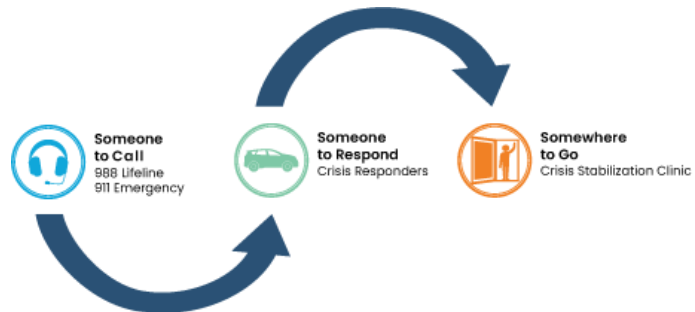


SWAT / HNT

- The Lake Forest Park Police Department is a member agency of the North Sound Metro SWAT Team (NSM). North Sound Metro SWAT is a regional Special Weapons and Tactics (SWAT) team that is composed of two distinct elements: the SWAT (tactical) team, and the Hostage Negotiation Team (HNT). The team is comprised of officers from the following municipal jurisdictions: Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, and Redmond.
- **The team services a population base of well over a quarter million residents.** There are approximately 50 officers on these teams.
- LFPPD Ofc. Czebotar is a member of the Hostage Negotiations Team and Ofc. Coleman is a SWAT Operator.

Other Units

- RADAR/RCR
- Narcotics Unit
- Gangs/Graffiti





Canine Unit (K9)



Traffic Unit

Motorcycle helps LFP patrol

By Shannon Middleton
Reporter

LAKE FOREST PARK — Spoolers beware: the Lake Forest Park police department has a new tool to help catch you. It's a sleek, Harley-Davidson King of the Road police motorcycle.

The department got quite a deal for it too, thanks to a Harley-Davidson program called Bears and Bytes located in Oregon. It's leasing the bike for \$200 a year with upgrades available every year for the same amount, according to Brian Kolesch, the officer assigned to patrol duty on the bike.

"Most commuters are familiar with where we park our patrol cars," he said. "This way we can catch them by surprise."

"We hope this gets them thinking about their driving behavior. We can be anywhere anytime now."

For now, Kolesch is the only one who has been state certified to ride the motorcycle but the department may certify more officers in the future.

"We desired this was a good thing for the city," said Chief Dennis Peterson, talking about the proposal the police



Shannon Middleton
Lake Forest Park Police Officer Brian Kolesch atop the department's latest device for speed and traffic safety control: a Harley-Davidson King of the Road.

department made to the City Council back in November this past year. "Traffic is a major concern for many citizens, just traffic cutthrough traffic."

Kolesch is spending two weeks training with officers in the Lakewood Police Department which has had a motorcycle enforcement program for sometime.

After that he will be ready to hit the road.

"It's great," Kolesch said. "The rain doesn't dampen it. The downsides are OK, I'd rather be on the bike than in a car."

Part of his duty is to do traffic enforcement in problem areas and patrol high collision areas. His job is also to evaluate roadways and survey traffic to see if any changes can be made such as the road engineering to help reduce accidents and other problems.



UAV/sUAS/Drone Operator



Philosophies of LFP PD

- Constantly seek new and better methods of public service.
- Obtain deployable technologies that make sense and provide for a safer environment... *for everyone*.
- Make training available and attainable.
- *RESEARCH!*
 - Began researching aerial systems around 2017.

What is an UAV?

Small, remote piloted aircraft not capable of carrying a human pilot or passenger

Typical UAV equipment includes cameras (daytime and thermal capable), lighting, speakers, and microphones (for communications)

“Unmanned Aerial Vehicle (UAV)”, “small Unmanned Aircraft System” (sUAS), or “drone”



Why use an UAV? *So many reasons...*

Search and rescue operations

Storm damage assessment (*emergency management assistance*)



Specific law enforcement operations

Tactical operation overwatch, high-risk search warrant operations, and suspect apprehension

When could an UAV be used?

Most commonly for providing overwatch while officers conduct operations on the ground (public assistance or suspect apprehension)

Incident de-escalation and communications with armed or barricaded subjects

Can sometimes be used to track fleeing vehicles (pursuit mitigation/de-escalation)

UAV can provide real-time information to officers on the ground

Interior building searches on suspected burglary or other reported criminal events



When could an UAV be used? *(more)*



Collision diagram using UAV image

Lost child, endangered adult, or dangerous animal incidents

Swimmer/boater in distress calls, to include drowning incidents

Major incident documentation, to include outdoor crime scenes and significant collisions

Why does the Lake Forest Park PD need an UAV program?

To provide more comprehensive public safety services for the citizens of Lake Forest Park.

Provide a safer working environment for officers.

Create better collision documentation for roadway engineering concerns.

Officer opportunities. Retention and experience.

And, while other regional LE partners have UAV programs, these services are often not available in a timely manner, if at all.

Steps to get “off the ground”...

- Finalize UAV policy.
 - *Already researched by Chief Harden and Sgt. Adams*
 - *Will include specific guidance for use to address 4th Amendment and privacy concerns*
- Establish a program leader
 - Sgt. Adams has been trained as an sUAS program administrator.
- Identify equipment needs, obtain grant funds, make purchases
- Train officers for FAA Part 107 Operator’s License and facilitate their certification (*valid for 2 years*)
- Register equipment with FAA



Costs to the City?



None!

Grant funding available through the North Sound Police Foundation to cover:

- *Equipment, training, and certifications!*



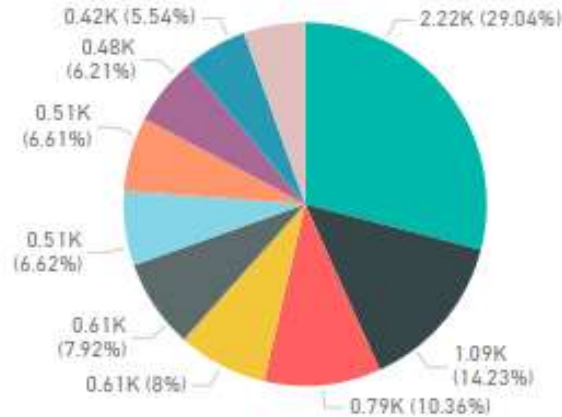
CHULA VISTA POLICE DEPARTMENT - DRONE AS FIRST RESPONDER (DFR)

CHULA VISTA POLICE DEPARTMENT DFR PROGRAM FACTS

- * Selected as part of the IPP on October 2018
- * First program in the nation using Drones as a First Responder (DFR). See [FAA site](#)
- * Current status: DFR Pilot Program currently based from CVPD HQ with limited flight range of about 1 mile radius
- * Common use of drones in Chula Vista: Drones as first responders, documenting crime and accident scenes, searching for missing or wanted persons, fires, and evaluating damage after a major incident or natural disasters
- * Program envisioned December 2015

- Call Type
- DISTURBANCE - PERSON
 - 5150 EVAL
 - DOMESTIC VIOLENCE
 - WELFARE CHECK
 - PERSON DOWN
 - UNKNOWN PROBLEM
 - SUSPICIOUS PERSON
 - MIN INJ TO
 - ASSAULT
 - CHECK THE AREA

TOP 10 CALLS RESPONDED WITH DFR ASSISTANCE



PLEASE SELECT A TIME FRAME



DFR ACTIVITY BY THE NUMBERS

TOTAL CALLS RESPONDED TO	17177
DFR ASSISTED ARRESTS	2325
DFR DEPLOYMENT AVOIDED DISPATCHING A PATROL UNIT	4005
DFR FIRST ON SCENE COUNT	12.82K
AVG RESPONSE TIMES - FIRST ON SCENE (IN SECONDS) *	96.32
AVG RESPONSE TIMES - ALL CALLS (IN SECONDS) *	114.58

* Response times from dispatch to arrival.

EARLIEST RESPONSE DATE/TIME 10/23/2018 8:29:57 AM LATEST RESPONSE DATE/TIME 10/11/2023 4:33:41 PM



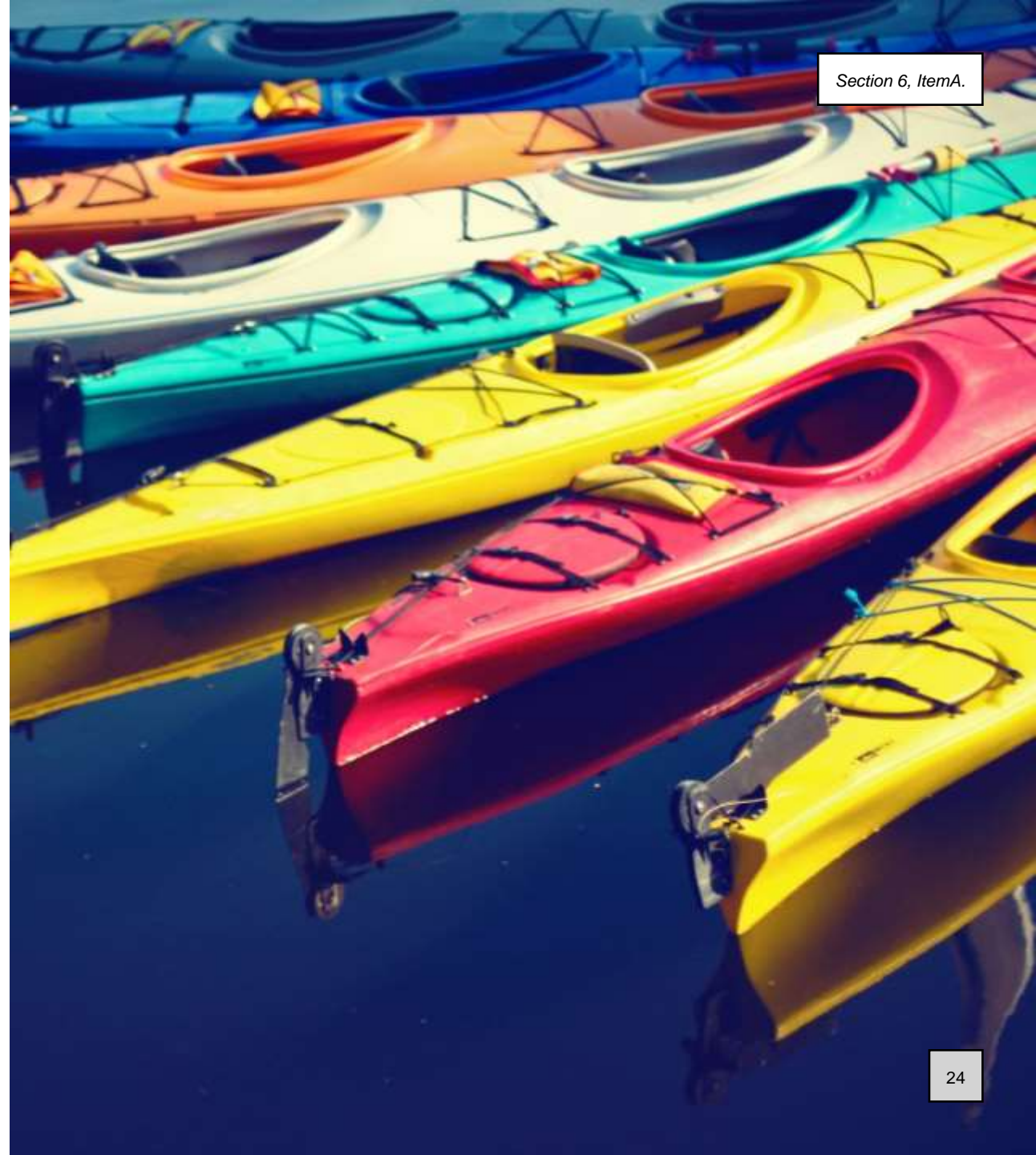
Marine patrol

Marine patrol

- *WHY DO WE NEED IT?*
- No marine assets from LFP on Lake Washington
- Opening City park – Lake Front Property

“Seattle Police Commandeer Jet Ski to rescue stranded kayakers”

<https://www.youtube.com/watch?v=V9IM5ZsoV9I>





Marine patrol

- *HOW DOES IT BENEFIT THE CITY?*
- Heightened activity along North Shore during summer months
- Will increase with additional public access to the waterfront
- Safety for citizens utilizing the water
- Municipal Code enforcement

Marine patrol

- *RESPONSIBILITY*
- Boating Enforcement
 - Registration and equipment enforcement
 - LFP MC 11.05.030 Personal flotation devices
 - Operation of vessels in negligent/reckless manner
 - LFP MC 11.06.030 Operation of watercraft –under the influence
- Rapid Response
- Life saving (Officers are not rescue swimmers)





Marine patrol

- *LOGISTICS*
- Deployment
 - Trailer deployment/Dock space/Lifts?
- Storage
 - Heated storage/climate-controlled shed?
- Staffing



Questions?

Investigations

SWAT / HNT

Traffic

RADAR/ RCR

K9

UAV Operator

Narcotics Unit

Gangs

Marine Patrol



CITY OF LAKE FOREST PARK
COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES
September 25, 2023
6:00 PM

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Councilmembers present: Tom French, Deputy Mayor; Tracy Furutani, Larry Goldman, John Lebo, Semra Riddle

Councilmember absent: Cmbrs. Kassover and Bodi

Staff present: Jeff Johnson, Mayor; Mike Harden, Police Chief; Jeff Perrigo, Public Works Director; Matt McLean, City Clerk

Others present: no visitors

CALL TO ORDER

Deputy Mayor French called the September 25, 2023 Committee of the Whole meeting to order at 6:00 p.m.

Citizen Comments

There was no one in the audience to speak.

Discussion of Multimodal Street Proposal

Cmbr. Goldman gave a brief presentation, followed by a Council discussion that included community outreach, pilot streets, a request for a public hearing regarding the pilot streets, the need for having the two-thirds majority of the residents on the street, and the definition of a two-thirds majority.

There was consensus of the Council to support the program and move it forward.

Discussion of Street Racing Ordinance - Shoreline Model

Deputy Mayor French presented the item, followed by a Council discussion.

There was consensus of the Council to match the neighboring cities and move forward with a proposed ordinance, with the goal of it being effective by the end of the year.

Discussion of Resolution Directing the Administration to Contract with a Consultant for an Equity Analysis Required Pursuant to RCW 46.63.170 (1)(d)(i) and RCW 46.63.170 (1)(d)(ii) (regarding Traffic Cameras)

1 Police Chief Harden noted an equity analysis is required for traffic cameras, and funding for the
2 study is needed.

3
4 Council discussion followed.

5
6 There was a consensus of the Council to identify the problem area that can benefit from
7 additional traffic cameras, and then conduct the equity study.

8
9 **Excuse Cmbrs. Kassover and Bodi**

10
11 **Cmbr. Lebo moved** to excuse the absence of Cmbrs. Kassover and Bodi. **Cmbr. Furutani**
12 **seconded. The motion to excuse the absences carried, with Cmbr. Lebo opposed.**

13
14 **Adjournment**

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16 There being no further business, the meeting adjourned at 7:00 p.m.

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20 Tom French, Deputy Mayor

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24 Matt McLean, City Clerk

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**CITY OF LAKE FOREST PARK
CITY COUNCIL BUDGET AND FINANCE COMMITTEE
SPECIAL MEETING MINUTES
September 28, 2023**

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

Budget & Finance Committee members present: Tom French, Deputy Mayor; Councilmembers Semra Riddle, Jon Lebo, Tracy Furutani, Larry Goldman, Phillippa Kassover (via Zoom)

Budget & Finance Committee members absent: None

Councilmembers absent: Lorri Bodi

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

Others present: no visitors

CALL TO ORDER

Deputy Mayor French called the September 28, 2023, City Council Budget and Finance Committee special meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

Mayor’s Proposed Mid-Biennial Budget Adjustment

Finance Director Vaughn presented the Mid-Biennial Budget Adjustment and responded to questions.

CITIZEN COMMENTS

There was no one in the audience wishing to speak.

1 **ADJOURNMENT**

2

3 There being no further business, Deputy Mayor French adjourned the meeting at 6:44 p.m.

4

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Tom French, Deputy Mayor

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Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
September 28, 2023**

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

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Council Vice-Chair (via Zoom); Tracy Furutani, Larry Goldman, Jon Lebo, Semra Riddle

Councilmembers absent: Councilmember Bodi (excused)

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Ann Marie Soto, Legal Counsel (via Zoom); Mike Harden, Police Chief; Jeff Perrigo, Public Works Director; Calvin Kilman, Building Official; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Mayor Johnson called the September 28, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor Johnson led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

CITIZEN COMMENTS

Mayor Johnson invited comments from the audience. There was no one wishing to speak.

PRESENTATION – Republic Services Regarding Upcoming Rate Restructuring for Solid Waste

Wendy Weiker, Republic Services, gave a brief presentation and responded to Council questions.

1 **PRESENTATION – Discussion Regarding Building Fee Adjustments for 2024**

2
3 Building Official Kilman reviewed the proposed building fees.

4
5 **CONSENT CALENDAR**

6
7 **Deputy Mayor French moved** to approve the consent calendar presented. **Cmbr. Riddle**
8 **seconded. The motion to approve the consent calendar as presented carried**
9 **unanimously.**

- 10
- 11 1. September 14, 2023 City Council Work Session Minutes
- 12 2. September 14, 2023 City Council Regular Meeting Minutes
- 13 3. Approval of City Expenditures for the Period Ending September 28, 2023, covering
- 14 Claims Fund Check Nos. 85346 through 85394, in the amount of \$187,310.48; Payroll
- 15 Fund ACH transactions in the amount of \$169,896.62; and direct deposit transactions in
- 16 the amount of \$175,670.91; additional approved transactions Elavon, \$761.56; Invoice
- 17 Cloud, \$1,332.45; US Bank, \$57,357.21; Wex Bank, \$75.08; total approved Claims Fund
- 18 transactions \$416,733.409

19
20 **RESOLUTION 23-1919/Authorizing the Mayor to Sign Amendment No. 2 to the Professional**
21 **Services Agreement with The Watershed Company (TWC) for Additional Assistance with a**
22 **Tree Inventory of Lake Forest Park**

23
24 City Administrator Hill presented the item and responded to questions.

25
26 **Cmbr. Riddle moved** to suspend the three-touch rule for Resolution 23-1919.
27 **Cmbr. Deputy Mayor French seconded. The motion to suspend the three-touch rule**
28 **carried unanimously.**

29
30 **Cmbr. Goldman moved** to approve as presented Resolution 23-1919/Authorizing the
31 Mayor to Sign Amendment No. 2 to the Professional Services Agreement with The
32 Watershed Company (TWC) for Additional Assistance with a Tree Inventory of Lake
33 Forest Park. **Deputy Mayor French seconded. The motion to approve Resolution 23-**
34 **1919 as presented carried unanimously.**

35
36 **RESOLUTION 23-1920/Amending the 2023 User Fees related to the Tree Permits and the Right**
37 **of Way Corridor Project Tree Permit**

38
39 Public Works Director Perrigo presented the item and responded to questions.

40
41 **Deputy Mayor French moved** to approve suspend the three-touch rule for
42 Resolution 23-1920. **Cmbr. Furutani seconded. The motion to suspend the three-touch**
43 **rule carried unanimously.**

1
2 **Deputy Mayor French moved** to approve as presented Resolution 23-1920/Amending
3 the 2023 User Fees related to the Tree Permits and the Right of Way Corridor Project
4 Tree Permit s. **Cmbr. Kassoover seconded. The motion to approve Resolution 23-1920 as**
5 **presented carried unanimously.**
6

7 **Excuse Councilmember Absence**

8
9 **Cmbr. Lebo moved** to excuse Cmbr. Bodi ‘s absence from the meeting. **Deputy Mayor**
10 **French seconded. The motion to excuse Cmbr. Bodi’s absence carried, with Deputy**
11 **Mayor French opposed.**
12

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

14
15 Councilmembers reported on meetings they attended. Mayor Johnson gave a brief report.
16

17 **ADJOURNMENT**

18
19 There being no further business, the meeting was adjourned at 7:28 p.m.
20
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23 _____
24 Jeff Johnson, Mayor

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29 Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
10/12/2023

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 85395 through 85461 in the amount of \$488,160.14, PAYROLL FUND ACH transactions in the amount of \$168,164.06 and DIRECT DEPOSIT transactions in the amount of \$184,813.37 are approved for payment this 12th day of October, 2023.

Additional approved transactions are:

- ACH transaction Invoice Cloud in the amount of \$988.55
- ACH transaction Lexis Nexis in the amount of \$136.58
- ACH transaction Washington State Tax in the amount of \$7,048.76
- ACH transaction Wells Fargo in the amount of \$15,378.53

Total approved claim fund transactions: \$679,876.62

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 10/06/2023 - 2:04PM
Batch: 00012.10.2023



Section 7, Item D.

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

CERTIFICATION

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	185,361.83
101	Street Fund	12,213.63
302	Transportation Capital Fund	8,137.52
303	Cap. Fac./Maint. Reserve Fund	46.92
401	Sewer Utility Fund	224,506.30
403	Surface Water Fund	63,837.85
404	Surface Water Capital Fund	6,580.25
407	PWTF Repayment Fund	21.49
501	Vehicle Equip Replacement Fund	3.90
502	PW Contract Fund	214.89
631	Treasurer's Clearing Fund	10,787.98
Report Total:		511,712.56

Bank Reconciliation

Section 7, Item D.

Checks by Date

User: dmeagher
 Printed: 10/06/2023 - 2:22PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	10/12/2023	Invoice Cloud		AP		988.55
0	10/12/2023	LexisNexis Risk Data Mgmt. Inc.		AP		136.58
0	10/12/2023	State of Washington		AP		838.21
0	10/12/2023	State of Washington		AP		7,048.76
0	10/12/2023	Wells Fargo Equipment Finance, Inc		AP		15,378.53
85395	10/12/2023	Carlos Parra		AP		1,187.96
85396	10/12/2023	Kelsey Altus		AP		311.50
85397	10/12/2023	American Traffic Solutions Inc.		AP		66,500.00
85398	10/12/2023	Aspect Consulting, LLC		AP		26,522.75
85399	10/12/2023	Beavers Northwest		AP		1,057.21
85400	10/12/2023	Brown Bear Car Wash		AP		66.00
85401	10/12/2023	Home Depot USA Inc		AP		1,314.65
85402	10/12/2023	Calportland Company		AP		106.50
85403	10/12/2023	Agape Aromatherapy, Inc.		AP		420.00
85404	10/12/2023	Century Link		AP		140.40
85405	10/12/2023	Cintas First Aid & Safety		AP		191.03
85406	10/12/2023	James Santerelli Enterprises		AP		80.00
85407	10/12/2023	Conсор North America, Inc.		AP		6,026.00
85408	10/12/2023	Robert Dearnore		AP		141.40
85409	10/12/2023	Washington State Department of Licens		AP		108.00
85410	10/12/2023	Sheen Tran & Heloise DeSmet		AP		200.00
85411	10/12/2023	Eastside Public Safety Comm.		AP		1,515.00
85412	10/12/2023	Epoch Design, LLC		AP		2,914.57
85413	10/12/2023	Julie Espinoza		AP		68.26
85414	10/12/2023	Evermark, LLC		AP		1,167.68
85415	10/12/2023	Galls, LLC		AP		762.92
85416	10/12/2023	Gordon Thomas Honeywell Gov't. Affa		AP		3,150.00
85417	10/12/2023	Intersection Media, LLC		AP		1,010.89
85418	10/12/2023	Johnston Group, LLC		AP		3,925.00
85419	10/12/2023	King County Finance & Business		AP		215,839.62
85420	10/12/2023	Lakeside Industries, Inc.		AP		229.32
85421	10/12/2023	Law Offices of Christian W. Smith		AP		300.00
85422	10/12/2023	The Praetorian Group		AP		1,790.14
85423	10/12/2023	City of Lake Forest Park		AP		901.30
85424	10/12/2023	Linebarger Goggan Blair & Sampson, L		AP		202.86
85425	10/12/2023	McNamara Industries Inc		AP		264.60
85426	10/12/2023	Moon Security Service Inc.		AP		1.11
85427	10/12/2023	Navia Benefit Solutions		AP		180.00
85428	10/12/2023	Northshore School District		AP		11.68
85429	10/12/2023	Northshore Utility District		AP		4,864.14
85430	10/12/2023	Office Depot, Inc.		AP		274.58
85431	10/12/2023	PACE Engineers, Inc.		AP		2,434.50
85432	10/12/2023	Parametrix, Inc		AP		17,673.28
85433	10/12/2023	Pat's Trees & Landscape Inc.		AP		11,744.71
85434	10/12/2023	Progressive Animal Welfare Society		AP		1,816.00
85435	10/12/2023	ProForce Law Enforcement		AP		49,938.45

Check No	Check Date	Name	Comment	Module	Clear Date	Section 7, ItemD.
85436	10/12/2023	Puget Sound Regional Council		AP		6,077.00
85437	10/12/2023	Sarah Roberts		AP		8,351.74
85438	10/12/2023	Snohomish Co Sheriff's Office		AP		25,254.30
85439	10/12/2023	South Sound Polygraph LLC		AP		600.00
85440	10/12/2023	State Treasurer's Office		AP		9,424.86
85441	10/12/2023	Tim Noah		AP		1,000.00
85442	10/12/2023	Transpo Group USA Inc		AP		3,130.00
85443	10/12/2023	Tri-Tec Communications, Inc.		AP		214.89
85444	10/12/2023	Mark Roth		AP		185.40
85445	10/12/2023	Elizabeth and Bruce Weir		AP		4.38
85446	10/12/2023	Joseph & Lauren Hoff		AP		112.76
85447	10/12/2023	Terry and Lorraine Tradal		AP		74.34
85448	10/12/2023	Scott and Cynthia Smith		AP		154.66
85449	10/12/2023	Tim And Pam Curry		AP		154.50
85450	10/12/2023	Alison Wycoff		AP		0.29
85451	10/12/2023	Fredrika McQueen and Teresa Pfingst		AP		337.24
85452	10/12/2023	Barrett Dickey		AP		18.69
85453	10/12/2023	Kevin and Charla Vaughan		AP		154.50
85454	10/12/2023	David and Michelle Warsing		AP		10.92
85455	10/12/2023	Blaine Carpenter		AP		60.26
85456	10/12/2023	The FA Bartlett Tree Expert Company		AP		2,682.70
85457	10/12/2023	Utilities Underground Location Ctr.		AP		85.14
85458	10/12/2023	The Watershed Company		AP		1,244.53
85459	10/12/2023	Westlake Hardware WA-153		AP		238.82
85460	10/12/2023	Washington State Patrol		AP		116.00
85461	10/12/2023	Eduardo Zaldibar		AP		280.00
Total Check Count:						72
Total Check Amount:						511,712.56

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 9/26/2023 12:41 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTr	LEOFF TRUST	09/22/2023	37,677.74
ACH	NAVIA	Navia Benefit Solutions, Inc.	09/22/2023	272.62
ACH	NAVIAFSA	Navia - FSA	09/22/2023	326.27
ACH	PFLTRUST	LFP PFL Trust Account	09/22/2023	2,151.71
ACH	TEAMDR	National D.R.I.V.E.	09/22/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	09/22/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	09/22/2023	180.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM.	09/22/2023	1,878.26
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	09/22/2023	7,446.29
ACH	ZAWC	AWC	09/22/2023	1,494.15
ACH	ZEMPSEC	Employment Security Dept.	09/22/2023	547.29
ACH	ZEMPWACA	Wa.Cares Tax	09/22/2023	846.57
ACH	ZGUILD	LFP Employee Guild	09/22/2023	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	09/22/2023	31,424.38
ACH	ZL&I	Washington State Department of Labor & I	09/22/2023	6,693.05
ACH	ZLEOFF	Law Enforcement Retirement	09/22/2023	14,865.80
ACH	ZLFPIRS	Lake Forest Park/IRS	09/22/2023	37,370.21
ACH	ZPERS	Public Employees Retirement	09/22/2023	22,532.43
ACH	ZTEAM	Teamsters Local Union #117	09/22/2023	179.64
ACH	ZWATWT	Washington Teamsters Welfare Trust	09/22/2023	282.44
Total for 9/22/2023:				168,164.06
Report Total (20 checks):				168,164.06

Bank Reconciliation

Section 7, Item D.

Checks by Date

User: dmeagher
Printed: 09/26/2023 - 2:49PM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	9/22/2023		DD 00522.09.2023	PR		184,813.37
Total Check Count:						1
Total Check Amount:						184,813.37



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 12, 2023

Originating Department Police Department

Contact Person Mike Harden, Police Chief

Title Resolution 23-1921/Authorizing the Mayor to sign the 2023 Interagency Agreement with the Washington Traffic Safety Commission for Target Zero High Visibility Enforcement

Legislative History

- First Presentation October 12, 2023
- Action October 12, 2023

Attachments:

1. Resolution 23-1921
2. Interagency Agreement with WTSC for King County Target Zero High Visibility Enforcement

Executive Summary

For the past several years, the Lake Forest Park Police Department (Department) has been awarded traffic safety funds from the Washington Traffic Safety Commission (WTSC) to reduce traffic-related deaths and serious injuries from impaired and distracted drivers. This resolution authorizes the City to accept grant funds from WTSC for the King County Target Zero High Visibility Enforcement (HVE). The City has been awarded \$4,000 as part of the larger grant by WTSC to the Region 7/8 Traffic Safety Task Force of \$306,000.

Background

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

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

Target Zero Campaign: \$4,000

The funds are anticipated to be used for straight time or overtime shifts scheduled to have the greatest impact on enforcement.

Fiscal & Policy Implications

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

Alternatives

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

Staff Recommendation

Approve Resolution 23-1921 authorizing the Mayor's approval of the Interagency Agreement with the Washington Traffic Safety Commission for the 2023 King County Target Zero HVE.

RESOLUTION NO. 23-1921

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERAGENCY AGREEMENT AWARDING GRANT FUNDS FROM THE WASHINGTON TRAFFIC SAFETY COMMISSION FOR THE KING COUNTY TARGET ZERO HIGH VISIBILITY ENFORCEMENT

WHEREAS, the Washington Traffic Safety Commission (WTSC) has awarded the Region 7/8 Traffic Safety Task Force, of which the Lake Forest Park Police Department (“Department”) is a member, \$306,000 to fund traffic safety emphasis patrols in the areas of impaired driving, distracted driving, occupant restraint use, and motorcycle safety; and

WHEREAS, the Department is being awarded \$4,000 of the Region 7/8 Traffic Safety Task Force funds; and

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

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

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

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 12th day of October, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1921

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

LAKE FOREST PARK POLICE DEPARTMENT

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

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project 2024-HVE-5118-Region 7/8 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 7/8 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2024-HVE-5118-Region 7/8 Target Zero Task Force was awarded to the WTSC Region 7/8 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2023, and remain in effect until September 30, 2024 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic and political actions to update laws that reduce an officer's ability to stop drivers.

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

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

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 2024)
- Seat belt enforcement during the Click It or Ticket campaign (May 2024).
- Impaired driving enforcement during the Summer DUI campaign (August 2024).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

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

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2023, Distracted Driving campaign in April 2024, Click It or Ticket campaign in May 2024, and Summer DUI campaign in August 2024).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TSM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TSM or LEL after the mentee submits their interest.

11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2024 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 13, 2023 – January 1, 2024
U Drive. U Text. U Pay.	April 1 – 14, 2024
Click It or Ticket	May 13 – June 2, 2024
It's a Fine Line (optional if funded)	July 5 – 21, 2024
DUI Drive Sober or Get Pulled Over	August 12 – September 4, 2024

3.2 PROJECT GOALS

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

3.3 COMPENSATION

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

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

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

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

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

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

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

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$306,000.00 to the WTSC Region 7/8 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

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

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

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

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

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

10. BILLING PROCEDURE

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

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

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2024, **must be received by WTSC no later than August 10, 2024**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2024, **must be received by WTSC no later than November 15, 2024**.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

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

12. COST PRINCIPLES

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

13. COVENANT AGAINST CONTINGENT FEES

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

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

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

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

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

16. INCOME

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

17. INDEMNIFICATION

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

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

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

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

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

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

20. LICENSING, ACCREDITATION, AND REGISTRATION

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

21. RECORDS MAINTENANCE

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

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine all materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

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

23. RIGHTS IN DATA

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

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

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

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

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

27. TAXES

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

28. TERMINATION FOR CAUSE

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

29. TERMINATION FOR CONVENIENCE

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

30. TREATMENT OF ASSETS

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

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

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

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

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

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

31. WAIVER

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

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

32. BUY AMERICA ACT

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

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

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

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

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

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

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

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

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

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

34.1. The SUB-RECIPIENT shall:

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

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

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

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

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

36. FEDERAL LOBBYING

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

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

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

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

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

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

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

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities”). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government

37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

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

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

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

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

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

38. POLITICAL ACTIVITY (HATCH ACT)

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

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

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

40. STATE LOBBYING

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

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

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

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 7/8 is:	The Contact for WTSC is:	Section 7, Item E.
Sgt. Jason Becker Lake Forest Park PD jbecker@ci.lake-forest-park.wa.us (206) 364-8216	Sara Wood Kent Police Department swood@kentwa.gov	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897	

AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date



Grant Requirements Acknowledgment Form for High Visibility Enforcement (HVE) Mobilizations

WEMS ID: 2024-HVE-5118-Region 7/8 Target Zero Task Force

Before beginning work on this grant project, the grantee Project Manager should thoroughly read and understand the terms of the Inter-agency Agreement (IAA). This Grant Requirements Acknowledgment Form provides an explanation of some key terms and highlights but is not comprehensive. If the Project Manager has questions after reviewing this document, please refer to the WTSC Grants Management Manual, or contact the WTSC Program Manager assigned to this grant.

When you, the grant Project Manager, agree to this document, you certify that you understand the grant requirements and agree to fully comply with the terms and conditions set forth in the Agreement/Contract, as well as additional federal requirements outlined in the Code of Federal Regulations for Federal Grants and Agreements, as referenced below.

If anything in this document conflicts with the Agreement/Contract, the Agreement/Contract takes precedence.

Before you begin work, you must have:

- A fully executed IAA or contract signed by both parties.
- Attested to the Grant Requirements Acknowledgment Form (this document).

Work cannot begin before the start date on the IAA, or before the IAA is signed by all parties. WTSC will only reimburse expenses incurred after the IAA is fully executed.

Select Contract Provisions:

- **Statement of Work:** This summarizes the work to be done for this grant. If this changes significantly, the grantee will need to request a change in WEMS, and an IAA amendment may be required.
- **High Visibility Enforcement (HVE) Operational Requirements:** The specific HVE requirements listed in the Scope of Work are extremely important to the success of the high visibility enforcement strategy. ALL of these requirements must be followed.
- **WEMS Digital Activity Log:** WTSC requires all agencies participating in high visibility enforcement to use the WEMS system to document the activity of all participating officers. An officer cannot participate if they do not have a WEMS account and do not input their activities into the WEMS digital activity log.
- **Officer Training Requirements:** Any officer participating officer must document in WEMS that they have current qualifications for BAC and SFST.
- **Period of Performance:** All work must be completed, and goods and services must be received, during the period of performance on the IAA.

• **Compensation:**

- Comp time is not an allowable expense for reimbursement on a high visibility enforcement (HVE) campaign contract or other OT (Overtime) patrol projects. The funding for these types of projects are for the actual activity of patrolling and comp time or any other type of leave will not be reimbursed.
- All expenses must be incurred during the period of performance on the IAA.
- Expenses cannot exceed the total amount of the agreement and must fall within the amounts of each budget category as listed in the IAA.
- Funds may be moved, with prior approval and within certain limits, between planned budget categories. A formal request must be submitted to the Target Zero Manager.

• **Advance Payments Prohibited:** WTSC cannot pay for any costs prior to the work being completed or the goods being delivered.

• **Agreement Alterations and Amendments:** If your agency wants to seek an exception to any of the HVE operational requirements, you must submit an exception request to the WTSC’s primary contact listed in the in Interagency Agreement.

• **Billing Procedure:** Your agency is required to utilize the Digital Activity Log in the WEMS system, supplied by the WTSC for all of your invoices. Your local TZM can give you training and support if you need assistance using this system.

• **Buy America Act:** For any manufactured goods over \$5,000, the grantee must provide written certification that the goods, including IT software and hardware, were produced in the USA.

• **Cost Principles:** Grantee cannot use grant funds to replace routine and/or existing staff or expenditures. Must comply with [2 CFR Part 200 Subpart E](#).

• **Income:** Any income generated with this grant must be accounted for and applied to project purposes or used to reduce project costs.

• **Lobbying/Political Activity:** Because this grant uses federal funds, no work being funded by this grant can be used to lobby or otherwise influence state or federal officials, or support or oppose legislation; there is an allowance for “customary state practice.”

• **Records Maintenance:** Maintain records pertaining to this agreement for 6 years after expiration

Other Requirements:

• **Promotional Item Purchase Restrictions:** No promotional items can be purchased with these grant funds.

• **Single Audit Requirements:** Required of an entity that expends \$750,000 or more annually of federal funds, federal grants, or federal awards; usually performed annually.

By checking this box and typing your name below, you certify that you agree to fully comply with the terms and conditions set forth in the Agreement, as well as the requirements listed in this document. Typing your name below constitutes your electronic signature on this document.

I Agree

(Name, Agency, Title)

(Date)



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date October 12, 2023

Originating Department Planning

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

Title Ordinance 23-1277/Adopting Final Development Regulations relating to Tree Canopy Preservation and Enhancement

Legislative History

- First Presentation - April 13, 2023, City Council work session
- Second Presentation – May 22, 2023, City Council Committee of the Whole meeting
- Third Presentation - June 8, 2023, City Council work session
- Fourth Presentation - June 22, 2023, City Council regular meeting
- Fifth Presentation – October 12, 2023, City Council regular meeting

Attachments:

1. Draft Ordinance 23-1277/Adopting Development Regulations relating to Tree Canopy Preservation and Enhancement

Executive Summary

In Ordinance 23-1271, the City Council has adopted interim regulations amending Chapter 16.14 LFPMC, Tree Canopy Preservation and Enhancement (the “Tree Code”), to include a comprehensive regulatory program for large scale projects that necessitate removal of trees with the right-of-way (ROW) and adjacent private lots, such as Sound Transit’s Bus Rapid Transit project. Ordinance 23-1271 also regulates smaller scale projects that seek to remove trees in the ROW and provides general clarification of the permit process in the Tree Code. Proposed Ordinance 23-1277 adopts the interim regulations as permanent regulations with minor adjustments and/or clarifications. The City tree account in LFPMC 16.14.120 is amended to explicitly include funds collected from a ROW corridor permit and clarifies that the funds may be used to enhance forested areas in the City. The ROW Corridor Off-site Replanting Areas map includes areas previously discussed as potential replanting areas including the ROW corridor for the Sound Transit project. And, the list of street trees that may be

used for replanting is more clearly labeled with “+” to show that several of the trees on the list may grow above 30 feet.

Background

Under the Growth Management Act (GMA), interim regulations may be in effect for six months and may be renewed for one or more six-month periods. The interim regulations in Ordinance 23-1271 are scheduled to expire December 22, 2023. The proposed Ordinance 23-1277 would adopt permanent regulations. Ordinance 23-1277 furthers the goals of the City as described in Chapter 16.14 LFPMC, as well as provide a well-defined permitting path for applicants. The regulations define the ROW corridor as 500 feet on either side of the ROW, adjusting for Lake Washington and other cities; require a replacement of the canopy coverage that will be lost from the project; and require a 3-year maintenance and monitoring plan.

Fiscal & Policy Implications

There are no known fiscal implications at this time.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve 	The proposed Ordinance No. 23-1277 will implement permanent regulations
<ul style="list-style-type: none"> • Do not approve 	Permanent regulations will not be adopted at this time and Council may continue to consider amendments to Chapter 16.14 LFPMC. Interim regulations expire December 22, 2023.

Staff Recommendation

Adopt Ordinance 23-1277, implementing and amending permanent regulations in Chapter 16.14 LFPMC, Tree Canopy Preservation and Enhancement.

ORDINANCE NO. 23-1277

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, REVISING CHAPTER 16.14 OF THE LAKE FOREST PARK MUNICIPAL CODE, TREE CANOPY PRESERVATION AND ENHANCEMENT; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

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

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

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

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

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

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act, Chapter 43.21C RCW, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (“DNS”) was issued on July 7, 2023; and

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

intent to adopt the proposed amendments on July 17, 2023 and received notice that the Department had granted expedited review on July 31, 2023; and

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

WHEREAS, the City Council held public meetings to discuss amendments to Chapter 16.14 LFPMC on April 13, 2023, May 22, 2023, June 8, 2023, June 22, 2023, and October 12, 2023; and

WHEREAS, the City Council held a public hearing on the regulations on June 22, 2023; and

WHEREAS, the City Council adopted interim regulations in Ordinance No. 23-1269 on June 8, 2023, and after the public hearing on June 22, 2023, adopted an amendment to the interim regulations in Ordinance No. 23-1271.

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

Section 1. AMENDMENT. The City Council of Lake Forest Park hereby adopts amendments to LFPMC 16.14.030, Definitions, as follows:

16.14.030 Definitions.

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

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

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

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

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

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

“Canopy coverage” means the area covered by the canopy of trees on the lot. When a tree trunk straddles a property line, 50 percent of the canopy shall be counted towards

each property’s canopy coverage. The canopy coverage of the immature trees and newly planted trees is determined using the projected canopy areas in the Lake Forest Park general tree list.

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

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

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

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

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

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

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

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

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

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

Table 1: Exceptional Tree Species and Their Threshold Diameters	
Species	Threshold Diameter (DBH)
Bingleaf MAPLE – <i>Acer macrophyllum</i>	42 inches
Douglas FIR – <i>Pseudotsuga menziesii</i>	42 inches
Grand FIR – <i>Abies grandis</i>	33 inches
MADRONA – <i>Arbutus menziesii</i>	12 inches
Western HEMLOCK – <i>Tsuga heterophylla</i>	36 inches
Western Red CEDAR – <i>Thuja plicata</i>	42 inches
Western White PINE – <i>Pinus monticola</i>	36 inches

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

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

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

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

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

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

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

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

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

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

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

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

- ~~1. The planting of replacement trees pursuant to a permit on a lot different from the lot the tree was removed from, given that all other permit requirements and conditions are met.~~
- ~~2. The payment of a mitigation fee to the city tree account in an amount equal to replacement cost, as defined by the current edition of the Council of Tree and Landscape Appraisers Guide for Plant Appraisal, for trees not planted on site. For the purpose of calculation, each 450 square feet of canopy coverage being replaced off-site shall be considered one tree.~~
- ~~3. For utility forest management plans, a utility-funded, city-approved, tree replacement program that provides monies or vouchers to adjacent property owners or the city to effectuate tree replacement, which may or may not be within the utility corridor or right-of-way.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. AMENDMENT. The City Council of the City of Lake Forest Park amends LFPMC 16.14.040, Tree removal – Application for permits and posting required, as follows:

16.14.040 Tree removal – Application for permits and posting required.

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

B. Permit Categories.

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

- a. When two or fewer significant trees are proposed for removal within any 36-month period, unless the trees are protected trees or are located in an environmentally critical area or buffer; or
- b. When any number of invasive trees are proposed for removal, except when those trees are located in an environmentally critical area or buffer; or
- c. When any tree(s) explicitly covered by an approved proactive forest management permit is proposed for removal.

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

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

- a. When one or more landmark tree is proposed for removal;
- b. When three or more significant trees are proposed for removal within any 36-month period;
- c. When any tree proposed for removal is a protected tree or is located in an environmentally critical area or buffer;
- d. When any major development activity is proposed;
- e. When any minor development activity is proposed within the critical root zone (CRZ) of significant trees; or
- f. When trees are proposed for removal on a property on which major development activity has occurred within the last five years.

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

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

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

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

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

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

C. Application Requirements.

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

- a. The name, address, email, and phone number of the applicant and owner of the property;
- b. The locations of tree(s) to be removed;
- c. Nearby structures and streets;
- d. Locations of other significant trees surrounding the tree(s) to be removed;
- e. Locations of critical areas or buffers;
- f. A tree replacement plan if required by LFPMC 16.14.090; and
- g. Authorization for the city's qualified arborist to access the site for the purpose of evaluating permit compliance and the viability of replacement trees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Either a site plan including the surveyed location of tree(s) proposed for removal in relationship to property lines adjacent to the right-of-way; or authorization from all owners where a tree, or portion thereof, is proposed for removal;
- b. A canopy coverage study or reliable information that allows the projected canopy loss to be determined; and
- c. A replacement plan that provides for at least one tree replacing each tree removed, to provide canopy coverage equal to or greater than the tree(s) being removed, and any trees replanted in the rights-of-way shall be from the “Chapter 16.14 LFPMC – General Tree List For Lake Forest Park 15’ to 30’+ Height” dated June 22, 2023.

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

- a. An explanations of the purposes and goals of the project including a discussion of how the design prioritized healthy trees in accord with LFPMC 16.14.070(D)(3) and discussion of why lower impact design approaches to accomplish the project purposes and goals are not feasible.
- b. A timeline for tree-related activity including tree removal, replacement, maintenance, and monitoring.
- c. A canopy coverage study of the projected canopy lost from the project.
- d. A maintenance, monitoring, and watering plan for At-risk trees including replacement if an At-risk tree fails.
- e. A ROW corridor canopy replacement plan to mitigate all the tree canopy lost from the project. The plan must identify all trees in the ROW corridor to be removed and to be retained that are considered At-risk or within the limits of disturbance. Any tree replanted in the ROW corridor shall be from the “Chapter 16.14 LFPMC – General Tree List For Lake Forest Park 15’ to 30’+ Height” dated June 22, 2023. The plan must include a 3-year maintenance and monitoring plan for replanted trees that includes replacement of trees that fail within the monitoring period. The plan shall provide documentation showing that all reasonable efforts have been made to replace lost canopy by using the following prioritization of replanting locations:
 - (i) Replanting in the ROW corridor where feasible. “Feasible” as used LFPMC 16.14.040 means the applicant has or will obtain the private property owner’s permission, or in the case of ROW, the City’s permission, to replant in a location with conditions conducive to growth of a viable tree.

(ii) At applicant's option: where replanting is not feasible in the ROW corridor, replanting consistent with an Off-site replanting program, or replanting, where feasible, in preferred off-site replanting areas identified in the ROW Corridor Off-site Replanting Areas dated October 12, 2023.

(iii) When it can be demonstrated that some portion of the canopy replacement is not feasible by implementing priorities (i) or (ii), the applicant shall pay an Off-site replanting fee for the remaining lost canopy coverage associated with the ROW corridor project.

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. AMENDMENT. The City Council of Lake Forest Park amends LFPMC 16.14.070, Tree permit approval criteria and conditions, as follows:

16.14.070 Tree permit approval criteria and conditions.

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

...

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

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

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

- b. Maintains canopy coverage at or above the percentage existing prior to tree removal.
2. When the proposed tree removal is associated with major development activity, the trees may be removed if a tree replacement plan is approved that, at a minimum, brings canopy coverage to the applicable canopy coverage goal.
3. Development proposals associated with a tree permit shall:
- a. Incorporate trees as a site amenity and reflect a strong emphasis on tree protection.
 - b. Demonstrate the following prioritized factors for retention:
 - i. Existing viable trees in groups or groves;
 - ii. Exceptional trees or other high quality open-grown, windfirm trees;
 - iii. Landmark trees;
 - iv. Trees in critical area buffers, or adjacent to critical area buffers;
 - v. Trees that are interdependent with and therefore critical to the integrity of groves of other protected trees;
 - vi. Other individual trees that will be windfirm, high quality trees if retained;
 - vii. Other trees that provide wildlife or riparian habitat, screening, buffering or other amenities;
 - viii. Trees that help to protect neighbors' trees from windthrow, or other trees within required yard setbacks or on the perimeter; and
 - ix. Trees next to parks or other open space areas.
 - c. Retain a forested look, value, and function after development or modification. Trees should be protected within vegetated islands and groves rather than as individual, isolated trees scattered throughout the site.
 - d. Consider tree protection opportunities in the design and location of building footprints, parking areas, roadways, utility corridors and other structures.

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

4. Conditions necessary to safeguard trees identified for protection.

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

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

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

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

...

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

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

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

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

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

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

- 1. The right-of-way corridor design proposal adequately addresses why the project is designed as proposed rather than an alternative with less impact on tree preservation; and
- 2. All application requirements in LFPMC 16.14.040(C)(6) are adequately addressed; and
- 3. The approved ROW corridor replacement plan will result in the replacement of the canopy coverage lost due to the tree removal associated with the project, and includes all items as required for a ROW corridor replacement plan in LFPMC 16.14.040(C)(6)(e); and
- 4. The application addresses trenching, construction, or an alteration of grades between the critical root zone (CRZ) and the interior critical root zone (ICRZ) of a protected tree; provided, that the tree protection plan approved by the city's qualified arborist demonstrates that the proposed activity will not adversely affect the long-term viability of the tree; and
- 5. A maintenance, monitoring, and watering plan for At-risk trees, including replacement if an At-risk tree fails, is included.

I.G. Notice of Decision. The approved tree permit must be posted on the subject site in the same manner described in LFPMC 16.14.040(D)(1) and on the same day the permit is issued. For major tree permits, removal may commence 15 days after the issuance of the approved tree permit. For minor tree permits, removal may commence immediately upon posting of the approved tree permit. The tree permit shall remain posted at least one week (seven calendar days) after the approved activity has been completed.

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

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

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

- 1. the city's qualified arborist has approved a proactive forest management permit, utilities forest management permit, or ROW corridor project permit; or

2. the administrator grants one extension of up to 180 days ~~six months~~ when the applicant provides a written request prior to expiration that includes a reasonable justification for the extension, such as a financial hardship, hardship in obtaining replacement trees, or weather-related factors that prevent the applicant from completing the requirements of the permit.

...

Section 4. AMENDMENT. The Lake Forest Park City Council amends LFPMC 16.14.0110, Tree maintenance, as follows:

16.14.110 Tree maintenance.

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

B. Pruning.

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

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

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

Section 5. AMENDMENT. The City Council of Lake Forest Park amends LFPMC 16.14.0120, City tree account, as follows:

16.14.120 City tree account.

A. The city council shall establish in the budget ordinance a city tree account in the general fund.

B. The city shall credit to the city tree account:

1. All money paid to the city under LFPMC 16.14.040(C)(6), 16.14.090 and 16.14.130(A); and

2. Other monies allocated by the city council.

C. The city shall use the city tree account funds for the following purposes:

- 1. Acquiring, managing, maintaining, enhancing, and preserving forested areas within the city;
- 2. Planting and maintaining trees within the city; and
- 3. Other purposes relating to trees as determined by the city council.

Section 6. EXPIRATION OF INTERIM REGULATIONS. The interim development regulations adopted in Ordinance 23-1271 shall expire upon the effective date of this ordinance.

Section 7. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 8. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 9. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

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

APPROVED:

 Jeff Johnson
 Mayor

ATTEST/AUTHENTICATED:

 Matthew McLean
 City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

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

15' to 20'+ Height - Deciduous Trees

Section 8, Item A.

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

* Native tree

** Acceptable substitute for native species (better performing)

GENERAL TREE LIST FOR LAKE FOREST PARK, WA

25' to 30'+ Height - Deciduous Trees

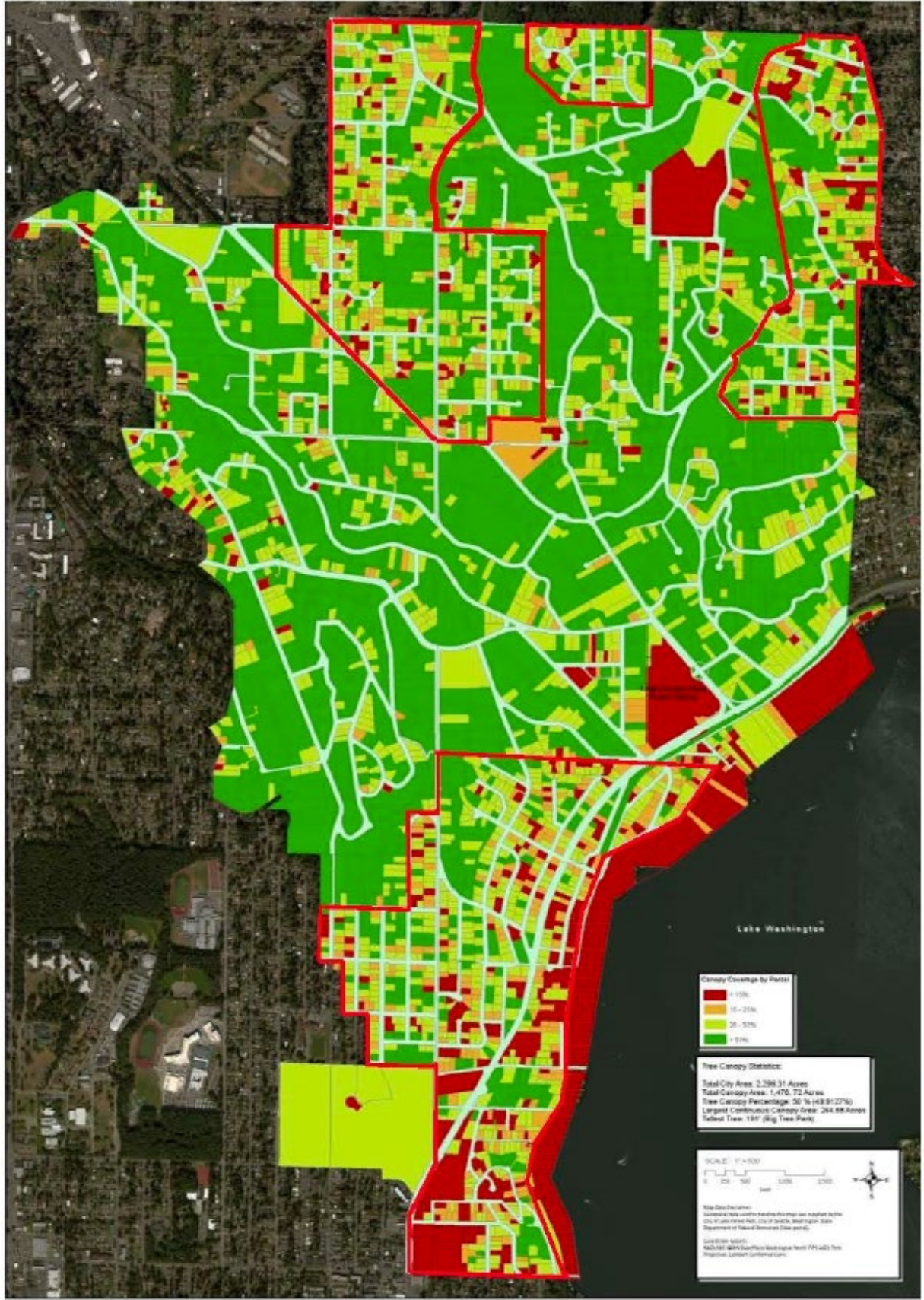
Section 8, Item A.

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

* Native tree

** Acceptable substitute for native species (better performing)

ROW Corridor Off-site Replanting Areas



City Administrator Report

City of Lake Forest Park

Date: October 12, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

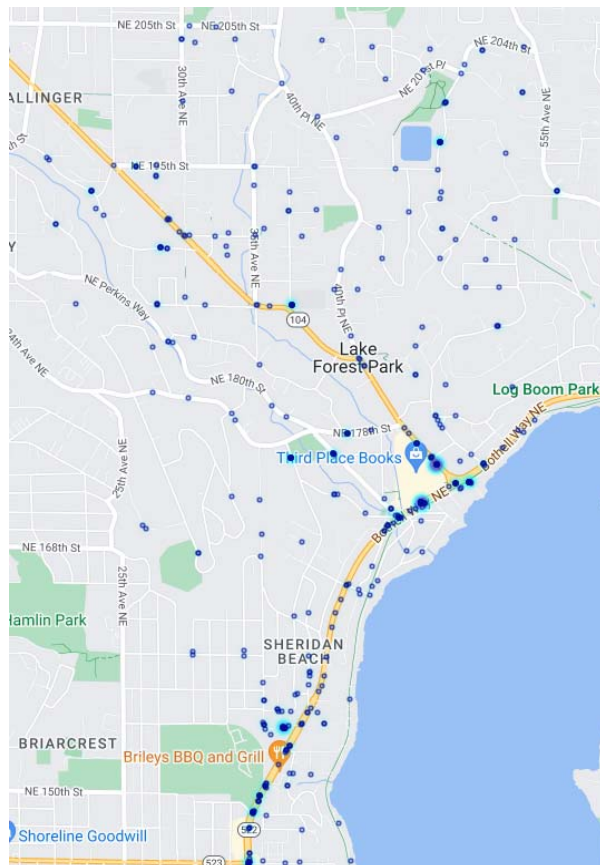
CC: Honorable Mayor Jeff Johnson
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department



Police incidents heatmap for September 2023:

Each blue dot is an incident generated by dispatch or an officer. This map represents **669** incidents in **September**.

Notable Incidents

In July, we reported a smart car that was stopped for going 80mph on Bothell Way NE at about 0800 in the morning. The driver, born in 2003, received a Reckless Driving citation at the time. On September 26, at about 1:30am, the same car and driver were stopped for speeding again. The driver received a citation for speeding and no proof of insurance ticket.



On September 27, 2023, Detectives with the Lake Forest Park Police Department initiated an arrest and associated search warrant on a resident of Lake Forest Park for Child Pornography. Officers and North Sound Metro SWAT (NSMS) served the warrant at the residence while the suspect was taken into custody. Once the residence was secured, the ICAC Task Force, along with a Coalition of Small Police Agencies (CSPA) Major Crimes Task Force (CSPA-MCTF) Detective and a Lake Forest Park detective, took custody of the residence.

Multiple electronic items of evidence were seized, and an initial investigation showed that several of the devices and found images were consistent with Child Pornography. Along with the seizure of evidence, over two dozen weapons were seized on an emergency protection order. A 42-year-old male resident was booked into the King County Jail on charges related to Child Pornography. The investigation is continuing with the assistance of ICAC.



On September 27, 2023, at approximately 9:00 a.m., Lake Forest Park Police patrol officers were dispatched to what was initially reported to be a multi-vehicle collision in the area of the 14700 block of Bothell Way NE (SR 522). As officers were arriving to the reported collision, the call was updated to a report that shots may have been fired with a RV fleeing the scene southbound into Seattle. The Lake Forest Park officers arrived at a chaotic scene.

An initial investigation revealed that a dump truck had been stolen the previous night from a construction site in Mercer Island. The stolen dump truck had been GPS tracked into the area by the owners. The dump truck owners attempted to box in and remotely shut off the stolen dump truck with two of their own vehicles, in an effort to recover the dump truck. While the boxing in was occurring on Bothell Way NE, an RV came into the location in what appeared to be an effort to try to interfere with the owner initiated stop of the stolen dump truck. The lawful dump truck owner was armed and exited his personal vehicle to give commands to the interfering RV driver. The RV driver accelerated towards the dump truck owner and the dump truck owner fired shots at the RV driver.

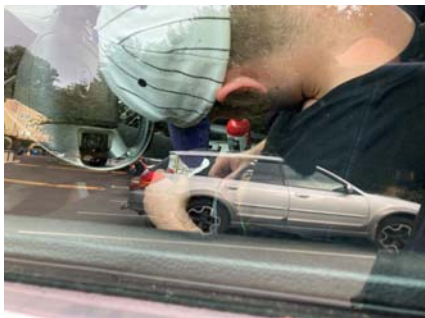
The RV fled the area by crossing a median, then driving southbound in the northbound lanes of Bothell Way NE. The fleeing RV struck a vehicle head on at the 14500



block and continued into Seattle on Lake City Way, still driving southbound in the northbound lanes. The RV crossed a median again before colliding with more vehicles near NE 143rd Street and Lake City Way. The RV continued driving until stopping at NE 137th Street and 27th Avenue NE in Seattle. The RV driver was located with that vehicle and despite life saving measures by Fire personnel, was declared deceased at that scene. The driver of the stolen dump truck fled the area and was not located. No shots were fired by any police officers.

The investigation is continuing with the assistance of the Coalition of Small Police Agencies (CSPA) Major Crimes Task Force (CSPA-MCTF), the Washington State Patrol (WSP), the King County Sheriff's Office (KCSO) and the Seattle Police Department (SPD). The King County Prosecuting Attorney's Office was notified and responded to assist the investigators.

A patrol sergeant observed a suspicious parked sedan at a gas station. Upon investigation, he encountered a suspect urinating in public and discovered he possessed a firearm and suspected fentanyl. The suspect, a convicted felon, was detained and admitted to firearm possession. The subsequent search revealed ammunition and incriminating evidence in the vehicle. Subject was hospitalized due to a medical condition, and charges of Unlawful Possession of a Firearm 1st Degree were sent to the prosecutor. The case was forwarded for further investigation and charging review.



Officers responded to a report about a suspicious purple sedan with no license plates and individuals sleeping inside at Woodland North Apartments. The sedan had a male in the driver's seat and a female in the passenger seat, both appearing to be asleep. The officer observed drug paraphernalia, including aluminum foil and a plastic straw with burnt residue. Officers found a small baggie with a white substance, suspected to be illegal narcotics, in the driver's door compartment.



As a precaution, spike strips were deployed, and patrol cars were positioned to prevent potential escape. Officers arrested the suspect. A search revealed paraphernalia and narcotics.

On September 27, officers received a call regarding the need for an Automated External Defibrillator (AED) due to a suspected overdose at Woodland North Apartments. Officer Wieghat swiftly arrived at the scene equipped with an AED. However, there was confusion about the provided address, causing the fire department to respond to a different area within the complex. Consequently, the police took the lead upon arrival and engaged with the situation for several minutes.

The individual was discovered on the floor of the apartment, exhibiting signs of an overdose—rapidly diminishing pulse and shallow or absent breathing. Officer Wieghat assumed command of the situation, administering two nasal doses of Narcan, which had limited effect. Recognizing the potential onset of cardiac arrest, the officer employed the AED. The device assessed the situation, determining that a shock was unnecessary but advising chest compressions.

During this critical moment, the fire department arrived and assumed control of the patient's care. According to the tenant, the patient had only consumed "crack"; however, paramedics later confirmed that the substance was evidently mixed with fentanyl. The patient was revived but responded with hostility towards the paramedics and ultimately declined hospitalization.

Officer Wieghat's prompt and decisive actions played a vital role in stabilizing the patient. As stated by the paramedics, his actions were instrumental in saving the patient's life.

Officers responded to a shoplifting incident at Albertsons in Lake Forest Park Town Center Mall. Three suspects were reported concealing products and officers confronted the suspects upon their exit. One of the suspects confessed to concealing and removed five items. Subsequently, officers found more concealed items on the suspect. The suspect was charged with theft.



A sergeant discovered a one-vehicle traffic collision in the 19000 block of 35 Ave NE. The vehicle had run off the roadway at high speed and skidded 110 feet through a ditch. The driver was directing a tow truck driver to remove the vehicle when the officer arrived. The driver admitted driving and said that he fell asleep, causing the collision. The suspect appeared DUI and refused to perform sobriety tests. The suspect was ultimately arrested and investigated for DUI.



On September 28, we celebrated a swearing-in ceremony to welcome our newest officers, Officer Alcean and Officer Montague, to the police department. During the City Council meeting, Judge Grant administered the oath, officially inducting them into our ranks. We're truly excited to have them as valuable members of our team!



MAUI UPDATE **

Thank you to everyone who was able to donate to our Maui emergency relief donation drive. Our community contributed to over 16,000 pounds of supplies being sent to Maui.



October 2023 - Pink Patch Project

Lake Forest Park Police Department Pink Patch Project - 2023



October is Breast Cancer Awareness month. In partnership with agencies across the country LFPPD participates in the **Pink Patch Project** to bring awareness to the fight against breast cancer. With the sale of our pink patches and pink coins we strive to bring support to organizations helping those affected by this devastating disease.

All proceeds will be donated to Cancer Lifeline. www.cancerlifeline.org

Pink Patches and Coins are for sale at

Lake Forest Park Police Department.

17425 Ballinger Way NE, Lake Forest Park, WA 98155

Contact: Lt. R. Lehman

rlehman@cityoflfp.com or 206-364-8216

Patches - \$5 each

Challenge coins - \$10 each



II. Internal City Information

- The Administration participated in the North King County Human Services Forum on Friday, September 29. The Goal of the forum was to strengthen connection and understanding between NKC providers and King County that results in an increased number of successful grant applications to provide needed services in our north-end communities.
- The Administration continues to review applications for the Assistant Planner, Project Manager and Community Development Director. Interviews for the Assistant Planner will be held on October 12.
- Next steps in the lake front property planning include:
 - Civic Club engagement meeting 10/13
 - Interpretive Planning Session 10/17
 - Beach Drive engagement meeting TBD
- Next steps for the Comprehensive Plan update include:
 - Planning Commission review update needs identified when completing the GMA and PSRC Checklists. 10/10
 - Housing Needs Assessment continued, 11/14
- The Administration in conjunction with SCJ applied for a \$50,000 grant through Commerce to enable a more robust study of housing need in LFP as part of the Comprehensive Plan update.
- The Administration is working with SCJ to apply for a grant of up to \$500,000 to plan for climate change as part of the Comprehensive Plan. While priority is given to cities that must comply with this requirement by 2025, LFP, required to comply by 2029, was encouraged to apply as Commerce anticipates there is more funding than demand.

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting

Two items were administratively approved during the reporting period: AG-23-057, term extension letter for Professional Services Agreement with Parametrix, for Stormwater Management Action Planning and Source Control Program Development Services (AG-21-

046); and AG-23-058, Renewal Statement of Work for Website Hosting and Support, SSL Management, CivicSend Annual Renewal, and SSL Certificate

VI. Legislative Update

VII. Community Events

LAKE FOREST PARK

LAKEFRONT PARK

Save the date!

**Join the Community Workshop on
Wednesday, October 25th at Lake
Forest Park City Hall.**

This will be an open house event with activities for all ages.
Stop by anytime between 5:30-7:30pm.

Learn more about the project, take a virtual
tour, and register for the workshop at the
project website:

lfplakefrontpark.com



Join us at a Community Workshop on Wednesday, October 25, at Lake Forest Park City Hall. This is an open house event with activities for all ages. Stop by anytime between 5:30 and 7:30 p.m. Your input is essential to the design of Lake Forest Park's future public lakefront park!

Share your thoughts and vision for the new lakefront park improvement project by taking the community survey (<https://www.surveymonkey.com/r/lfplakefrontparkpredesign>). Be sure to visit the project website (<https://lfplakefrontpark.com/>) for more information on the project, sign up to receive email updates, and go on a virtual tour of the park!

VIII. Upcoming City Sponsored Events

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

October 16, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

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

October 19, 2023 – canceled

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

October 23, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

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

October 24, 2023, 7:00 PM @ City Hall and via Zoom

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

October 26, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom