



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, February 27, 2025 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/87270367774>
Call into Webinar: 253-215-8782 | **Webinar ID:** 872 7036 7774

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

AGENDA

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

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

5. **PROCLAMATIONS**

[A.](#) Recognizing March 2025 as Women's History Month

6. **PRESENTATIONS**

[A.](#) 2025 Annual Work Plans for Boards and Commissions

- Parks and Recreation Advisory Board
- Tree Board
- Climate Action Committee
- Planning Commission

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.](#) February 13, 2025 City Council Regular Meeting Minutes

[B.](#) February 20, 2025 Budget & Finance Committee Meeting Minutes

[C.](#) City Expenditures for the Period Ending 2/27/2025

[D.](#) Consider Reappointments to the City's Advisory Bodies

[E.](#) Resolution 25-2007/Authorizing an Interlocal Agreement with the City of Sunnyside for Jail Services

- F.** Resolution 25-2008/Authorizing the Mayor to Sign a revised interlocal agreement with the City of Shoreline to Provide an After School Program, “Hang Time”, for Kellogg Middle School Services for the Calendar Years 2025-2026

8. COUNCIL DISCUSSION AND ACTION

- A.** Representatives for SeaShore Transportation Forum

9. OTHER BUSINESS

- A.** Extending the term of Planning Commissioner David Kleweno

10. COUNCIL COMMITTEE REPORTS

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

11. ADJOURN

FUTURE SCHEDULE

- Saturday, March 1, 2025, 9:00 a.m. City Council Retreat – *hybrid meeting (Shoreline Fire Station 51 and via Zoom)*
- Thursday, March 13, 2025, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*
- Thursday, March 13, 2025, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, March 20, 2025, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting (City Hall and via Zoom)*
- Monday, March 25, 2025, 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, March 27, 2025, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

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

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



PROCLAMATION

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

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

WOMEN'S HISTORY MONTH

in the City of Lake Forest Park, and urge all citizens to join in this special observance.

Signed this 27th day of February, 2025

Thomas French, Mayor



Parks and Recreation Advisory Board 2025 Work Plan

| Project Summary | Requests Outside Normal Meeting Hours or Funding |
|---|--|
| Park Master Plan – Vision and Planning of the Lakefront Property | May include meetings outside the normal PRAB Meetings and Staff Hours plus time for project review/presentations |
| Parks Social Media Presence – Increase Park Use/Recreation use via the City’s Social Media or eNews. (e.g. Monthly Park Spotlight) | No extra meetings outside of normal PRAB Meetings and Staff Hours |
| Increase Community Vitality & Recreation Opportunities – Continue Yoga in the Parks, Create Walking Tour/Routes, Pickleball Opportunities, etc. | May include meetings outside the normal PRAB Meetings and Staff Hours plus time for event activities |
| PRAB Community Participation – Join an established community event to host an activity that embraces community vitality, recreation, or provide information on parks/opportunities (e.g. Picnic in the Park activity or booth) | May include meetings outside the normal PRAB Meetings and Staff Hours plus time for event activities |
| Advise Council and Boards/Commissions/Committees – Provide recommendations to Council and other City Boards/Commissions/Committees on issues that intersect with Parks and Recreation | May include meetings outside the normal PRAB Meetings and Staff Hours for other meetings |



Approval Date: January 28, 2025



Tree Board Work Plan

— 2024

| Work Plan Goals* | |
|--|--|
| 1. Public Outreach and Education on Trees | |
| 2. Tree Planting and Maintenance Events | |
| 3. Advise the Mayor and Council on city-wide tree studies and Tree Fund spending priorities. | |

**Each of the items above are reflective of the Council Strategic Plan Goal: Healthy Environment section of the Comprehensive Plan Policy Implementation (EQ-9). The third item is also reflective of the Council Strategic Plan Goal: Accountable and Engaged Gov't section of the Comprehensive Plan Policy Implementation (EQ-9).*

| 2023 Work Plan Action Items | Duration | Target Date | Done ? | Lead | Time Estimate |
|---|----------|-------------|--------|---|---------------|
| Public Outreach and Education on Trees | | | | | |
| Review LFP web content and incorporate code changes | Annual | Dec | | Victoria Elizabeth Doug | 12 hrs/yr |
| Develop content to improve public outreach (including to property owners, realtors, and tree service companies) through city newsletters and other formats | Monthly | N/A | | Mark Victoria Elizabeth | 6 hrs/mo |
| Host annual Arbor Day activity such as tree planting, keeping in mind possible Sound Transit replanting opportunities | One-time | April | | Stacey Mark Victoria | 12 hrs/yr |
| Stay in communication with peer advocacy and stakeholder groups (e.g. LFP Stewardship Foundation, Parks Board, Climate Action Committee, WA DNR Urban & Community Forestry Div.), and look for opportunities to work together | Monthly | N/A | | Doug Dick (others as interest dictates) | 1 hr/mo |
| Update and publicize Tree Walks | One-time | | | Dick (w/ David Hepp) | 12 hrs/yr |
| Staff a table at LFP Green Fair | One-time | April | | Stacey others | 12 hrs |

| | | | | | |
|---|----------|----------|--|--|-----------|
| Resurrect or otherwise engage Heritage Tree program and/or establish a Champion tree list | One-time | | | Dick | 6 hrs/yr |
| General invasive plant management Is there any public education opportunity here (ivy, holly)? | Annual | June | | Mark, Stacey, Dick, others? | 12 hrs/yr |
| Tree Planting and Maintenance Events | | | | | |
| As transit plan moves ahead, work with City's Volunteer Coordinator and City Urban Forest Planner to hold tree planting and maintenance/watering events (e.g. street tree program, tree planting in parks and/or rain garden culverts). | Annual | n/a | | All board members in concert with Urban Forest Planner | 20 hrs/yr |
| McAleer Creek maintenance | annual | June | | Dick | 10 hrs/yr |
| Advise the Mayor and Council on city-wide tree studies and Tree Fund spending priorities. | | | | | |
| Make recommendations to Council on the findings and review of the LFP tree canopy study every 5 years | One-time | May | | Doug, lead et al. | 10 hrs/yr |
| Assess results of tree inventory study and make recommendations to Council on Exceptional tree sizes. | Jan-Aug | June | | Doug, Dick, et al. with Urban Forest Planner | TBD |
| Meet w/ Council and Mayor re: accomplishments, follow up on council actions (e.g. adopting new Tree Codes) | Monthly | Feb. | | Doug Council Liaison | 5 hrs/yr |
| Deliver Annual Report to Council; include analysis of Tree Permit data (compiled by the Urban Forest Planner from monthly reports) | Annual | Feb. | | Dick (2023) Urban Forest Planner | 12 hrs/yr |
| Deliver Annual Work Plan to Council and Mayor | Annual | Feb. | | Dick (2024) | 8 hrs/yr |
| Review intern Tree Removal/Replacement data project, report findings, and make recommendations to Council | One-time | Dec. | | Dick | 10 hrs/yr |
| Review Tree List and reconcile discrepancies in canopy expectations per species, consider deletions/additions | One-time | May/June | | Doug Dick Urban Forest Planner | 20 hrs/yr |
| Review Comprehensive Plan for tree-related goals, keeping in mind city's next every-5-year update in 2023 | Annual | May? | | Everyone | 12 hrs/yr |
| | | | | | |



Tree Board Work Plan

2025

| Work Plan Goals* |
|--|
| 1. Public Outreach and Education on Trees |
| 2. Tree Planting and Maintenance Events |
| 3. Advise the Mayor and Council on city-wide tree studies and Tree Fund spending priorities. |

**Each of the items above are reflective of the Council Strategic Plan Goal: Healthy Environment section of the Comprehensive Plan Policy Implementation (EQ-9). The third item is also reflective of the Council Strategic Plan Goal: Accountable and Engaged Gov't section of the Comprehensive Plan Policy Implementation (EQ-9).*

| 2025 Work Plan Action Items | Duration | Target Date | Done ? | Lead | Time Estimate |
|---|----------|-------------|--------|--|---------------|
| Public Outreach and Education on Trees | | | | | |
| Review LFP web content and incorporate code changes | Annual | Oct | | Victoria Elizabeth Richard S. | 12 hrs/yr |
| Host annual Arbor Day activity such as tree planting | One-time | April | | Stacey Mark Victoria | 12 hrs/yr |
| Develop content to improve public outreach (including to property owners, realtors, and tree service companies) through city newsletters and other formats | On-going | N/A | | Mark Victoria Elizabeth | 2 hrs/mo |
| Stay in communication with peer advocacy and stakeholder groups (e.g. LFP Stewardship Foundation, Parks Board, Climate Action Committee, WA DNR Urban & Community Forestry Div.), and look for opportunities to work together | Monthly | N/A | | Dick Victoria Stacey Mark | 1 hr/mo |
| Update and publicize Tree Walks | One-time | | | Dick Stacey Drue (David Hepp) | 12 hrs/yr |
| Participate in community outreach events and opportunities | One-time | Ongoing | | Victoria Stacey Mark others | 8 hrs |

| | | | | | |
|---|----------|---------|--|--|------------|
| General invasive plant management, including education opportunities | On-going | June | | Mark, Stacey, Dick, others | 12 hrs/yr |
| Tree Planting and Maintenance Events | | | | | |
| Pursue invasive tree removal and restoration of SE corner of 5-Acre Woods in collaboration with other interest groups such as the Stewardship Foundation and the Parks Board | On-going | Summer | | Dick and others | 24 hrs/yr |
| Support and promote tree planting and maintenance/watering events (e.g. street tree program, tree planting in parks, and storm water infrastructure). | On-going | N/A | | All board members in concert with Urban Forest Planner | 20 hrs/yr |
| Advise the Mayor and Council on city-wide tree studies and Tree Fund spending priorities. | | | | | |
| Assess results of tree inventory study and make recommendations to Council on Exceptional tree sizes. | Jan-Aug | Feb | | Doug, Dick, et al. with Urban Forest Planner | TBD |
| Community Forest Management Plan through Sustainability Forest Initiative grant | On-going | Dec | | Everyone | 12 hrs/ yr |
| Make recommendations to Council on the findings and review of the LFP tree canopy study every 5 years | One-time | May | | Drue | 10 hrs/yr |
| Meet w/ Council and Mayor periodically re: accomplishments, follow up on council actions (e.g. adopting new Tree Codes) | On-going | Feb | | Doug, Mark, Council Liaison | 5 hrs/yr |
| Deliver Annual Report to Council | Annual | Feb | | Doug Urban Forest Planner | 12 hrs/yr |
| Compilation of Tree Permit data (compiled by Urban Forrest Planner from monthly reports) | Annual | Ongoing | | Doug Richard S. Urban Forest Planner | 12 hrs/yr |
| Deliver Annual Work Plan to Council and Mayor | Annual | Feb | | Doug | 8 hrs/yr |
| Work with Climate Policy Advisory team to review Climate Element for the Comprehensive Plan Update | On-going | June | | Victoria Stacey | 20 hrs/yr |



City of Lake Forest Park Planning Commission Work Plan— 2025

| Project Summary | Focus as a % of estimated time that will be devoted to each project in 2025. |
|---|--|
| <p>1. 2025 Middle Housing and Accessory Dwelling Unit Development Regulations Amendments to LFPMC required by the WA State Legislature</p> <ul style="list-style-type: none"> • Review of SCJ Alliance and Leland Consulting Group (Planning Consultants) drafts of potential Middle Housing and Accessory Dwelling Unit amendments to LFPMC and background materials • Public hearing • Recommend development regulation amendments to the City Council (for adoption by June 30, 2025) • | 40% |
| <p>2. 2025 Climate Element Comprehensive Plan Amendment</p> <ul style="list-style-type: none"> • Review of Cascadia (Planning Consultant) policy audit, vulnerability assessment, community survey, public engagement plan, GHG inventory, resiliency sub-element policy, drafts of Comprehensive Plan amendments, and background materials • Review of Climate Policy Advisory Team (CPAT) materials and recommendation • Public hearing • Recommend amendments of the Comprehensive Plan to the City Council (by June 15, 2025) | 30% |
| <p>3. Tools and incentives for middle housing affordability</p> <ul style="list-style-type: none"> • Review, explore, and discuss opportunities • Recommend methods and potential amendments to the City Council | 30% |

Climate Action Committee
2025

Work Plan Goals

- Reduce emissions produced within the City of Lake Forest Park
- Enhance Lake Forest Park’s ecosystem health and carbon sequestration
- Increase Lake Forest Park’s resilience and preparedness

- **Collaborate with Neighboring Jurisdictions** on initiatives aimed at reducing emissions, enhancing ecosystem health, and increasing resilience.
 - Republic Services at the Kenmore City Hall – target date is May.
 - Preparing for Fire Season – May.
 - Possible Weatherization event.
 - Potential Electric Vehicle Fair.
 - Public Transportation Awareness event.
 - Solarize Kenmore and Lake Forest Park collaboration, beginning in the Spring.
- Continue discussions with residents about climate change, emission reductions, and the need for climate staff in conjunction with planned events in Lake Forest Park:
 - **Walk Horizon View** with the Tree Board on April 27 at 1 PM, featuring a Garden Tour display of art in the park. March 29, Green Fair.
 - Establish the **Climate Hub** on Earth Day, April 22 or April 26 (to paint the Climate Hub).
 - **Wildfire Preparedness** Day on May 3, 2025 (Contact: Rose at 509-797-1882) DNR.
 - **Garden Tour** on June 14.
 - **Farmers Market** in July.
 - **Picnic in the Park.**
 - **Monitor the state and federal** legislation regarding climate
- Disseminate information from the Climate Action Plan to the public through various formats:
 - Articles in Shoreline Area News.
 - Brochures and handouts for distribution at public events.
 - Organizing speaking engagements at local organizations.
 - Use the Climate Hub to share resources from allied organizations
 - Collaborate with Shoreline schools
- Provide support and encouragement to:
 - The CABL program.
 - The Octavia Butler working group.

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
February 13, 2025**

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

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

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

Councilmembers absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Ann Marie Soto, City Attorney (via Zoom); Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Rebecca Dickinson, Public Works Director; Mark Hofman, Community Development Director (via Zoom); Jennifer Johnson Grant, Municipal Court Judge; Matt McLean, City Clerk

Others present: 38 visitors

CALL TO ORDER

Mayor French called the February 13, 2025, City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor French led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

PUBLIC COMMENTS

Mayor French invited comments from the audience. The following people provided comments to the City Council:

- Daryl Scheibel – advocating for 35 mph speed limit on all of SR 522
- Julie Turnell – Concerns about impacts to neighborhood streets from numerous upcoming regional transportation projects.
- John Drew – Continued transportation project concerns.

- 1 • Jeff Snedden – Sound Transit using bad calculations; in favor of abandoning BAT lane
- 2 from 153rd to 165th. CORE to hold a press briefing on February 22, 2025.
- 3 • Jack Tonkin – Sound Transit missing due diligence to bore and test around Bschet’la
- 4 Creek ravine and SR 522
- 5 • Ryan Burgess – hears the community’s concerns about emergency services access
- 6 regarding all of the aforementioned. Shoreline Fire Department will be aware of any
- 7 issues.
- 8 • Bob Bracht – Allocate funds for more aggressive tree trimming around power lines to
- 9 reduce the number of power outages.
- 10 • Don Fiene – spoke about the life-safety responsibilities of Sound Transit and its
- 11 contractors during the construction of the new BRT lane

12
13 There being no one else in the audience wishing to speak, Mayor French closed public
14 comment.

15
16 **Mayor French called for a five-minute recess.**

17
18 **PROCLAMATIONS**

19
20 Cmr. Goldman read a proclamation recognizing February 2025 as Black History Month.

21
22 Cmr. Furutani read a proclamation recognizing February 19, 2025, as Day of Remembrance.

23
24 **PRESENTATIONS**

25
26 **Swearing in of new Lake Forest Park Police Officer Michael Rizk**

27
28 Chief Harden introduced Officer Michael “Mike” Rizk and Judge Grant administered the Oath of
29 Office. Officer Rizk’s family participated in a pinning ceremony.

30
31 **CONSENT CALENDAR**

32
33 **Cmr. Goldman moved** to approve the Consent Calendar. **Cmr. Furutani seconded.**
34 **The motion to approve the Consent Calendar carried unanimously.**

- 35
- 36 A. January 16, 2025, Budget & Finance Committee Meeting Minutes
- 37 B. January 23, 2025, Committee of the Whole Special Meeting Notes
- 38 C. January 23, 2025, City Council Meeting Minutes
- 39 D. February 6, 2025, City Council Special Meeting Minutes
- 40 E. Pre-Paid Accounts Payable dated 1/24/25 Claim Fund Check No. 87282 in the amount of
- 41 \$6,808.99, an Accounts Payable dated 2/13/25 Claim Fund Check Nos. 87283 through
- 42 87342 in the amount of \$457,114.49, a 1/8/25 Payroll Fund ACH transaction in the
- 43 amount of \$210,346.11 and a 1/8/25 Direct Deposit transaction in the amount of

1 \$201,597.47. Additional approved transactions: Elavon, \$892.49; State of Washington,
2 \$10,089.31; State of Washington, \$1,540.80; US Bank Credit Card, \$33,341.73. Total
3 approved claim fund transactions: \$921,731.39.

4 F. Resolution 25-2006/Authorizing the Mayor to Sign an Agreement with Hopestream
5 Community for Substance Abuse Education, Support, and Resources for Calendar Years
6 2025-2026.

7
8 **RESOLUTIONS FOR ACTION**

9
10 **RESOLUTION 25-1997/Adopting a Capital Improvement Plan Update for 2025-2030**

11
12 Administrator Hill presented the item and responded to questions.

13
14 **Deputy Mayor Bodi moved** to approve Resolution 25-1997/Adopting a Capital
15 Improvement Plan Update for 2025-2030. **Cmbr. Riddle seconded. The motion to**
16 **approve Resolution 25-1997 carried unanimously.**

17
18 **RESOLUTION 25-2004/Declaring Vehicles as Surplus Property and Authorizing Their Sale at**
19 **Public Auction or by Direct Sale**

20
21 Administrator Hill gave a brief presentation regarding the surplus items and responded to
22 questions.

23
24 **Cmbr. Lebo moved** to suspend the three-touch rule for Resolution 25-2004. **Cmbr.**
25 **Furutani seconded. The motion to waive the three-touch rule carried unanimously.**

26
27 **Cmbr. Lebo moved** to approve Resolution 25-2004/Declaring Vehicles as Surplus
28 Property and Authorizing Their Sale at Public Auction or by Direct Sale. **Cmbr. Riddle**
29 **seconded. The motion to approve Resolution 25-2004 carried unanimously.**

30
31 **OTHER BUSINESS**

32
33 Cmbr. Furutani reminded councilmembers of the Council Retreat on March 1, 2025.

34
35 **COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS**

36
37 Councilmembers reported on meetings they had attended.

38
39 Mayor French gave a brief report.

40
41 Administrator Hill introduced Public Works Director Dickinson.

42
43

1 **EXECUTIVE SESSION – Performance of a Public Employee pursuant to RCW 42.30.110(1)(g)**

2
3 The City Council went into an Executive Session at 8:30 p.m. for approximately 15 minutes to
4 discuss the Performance of a Public Employee pursuant to RCW 42.30.110(1)(g).

5
6 The Council returned from the Executive Session at 8:45 p.m. No announcements were made,
7 and no action was taken.

8
9 **ADJOURNMENT**

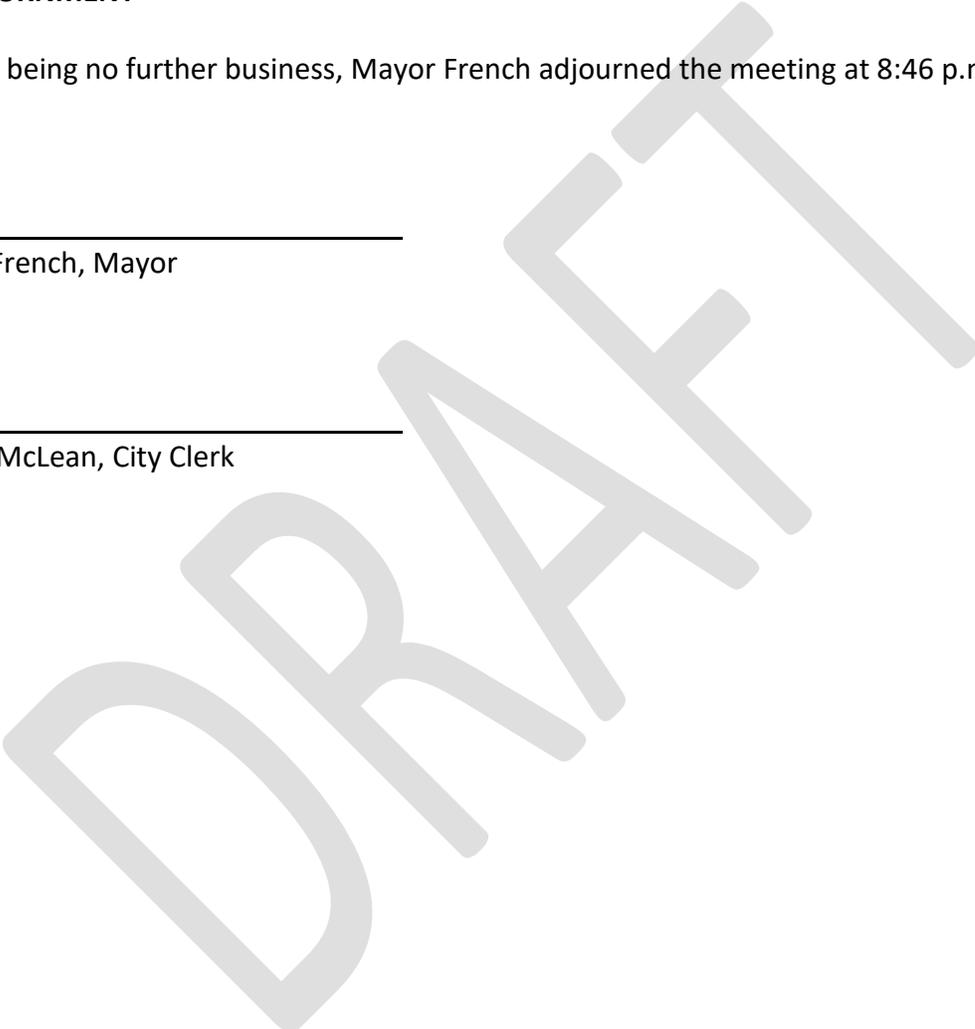
10
11 There being no further business, Mayor French adjourned the meeting at 8:46 p.m.

12
13
14
15 _____

16 Tom French, Mayor

17
18
19
20 _____

21 Matt McLean, City Clerk



**CITY OF LAKE FOREST PARK
BUDGET AND FINANCE COMMITTEE MEETING MINUTES
February 20, 2025**

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

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

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

Other Councilmembers present: Tracy Furutani, Larry Goldman

Other Councilmembers absent: Lori Bodi, Ellyn Saunders

Staff present: Lindsey Vaughn, Finance Director; Rebecca Dickinson, Public Works Director; Jessica Halterman, Deputy City Clerk

Others present: No visitors

CALL TO ORDER

Chair Lebo called the February 20, 2025, Budget and Finance Committee meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

CITIZEN COMMENTS

There was no one in the audience wishing to speak.

NEW BUSINESS

Discussion regarding Electric Vehicle Chargers at City Hall

Public Works Director Dickinson gave an update on the Electric Vehicle Chargers project and responded to questions.

The consensus of the Committee is a recommendation to the Council to return the Department of Commerce grant and reallocate budgeted construction dollars to fund studies to build a shelf-ready electric vehicle chargers project.

1
2
3
4
5
6
7
8
9
10
11
12
13
14

ADJOURNMENT

There being no further business, Chair Lebo adjourned the meeting at 6:44 p.m.

Jon Lebo, Chair

Jessica Halterman, Deputy City Clerk

DRAFT

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
2/27/25

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, a Pre-paid Accounts Payable Dated 2/19/25 CLAIM FUND Check No. 87343 in the amount of \$8,000.00 an Accounts Payable Dated 2/27/25 CLAIM FUND Check Nos 87344 through 87393 in the amount of \$180,886.66, a 2/7/25 PAYROLL FUND ACH transaction in the amount of \$196,964.69 and an 2/7/25 DIRECT DEPOSIT transaction in the amount of \$201,597.47, are approved for payment this 27th day of February 2025.

Additional approved transactions are:

- ACH transaction Elavon in the amount of \$1,193.19
- ACH transaction Invoice Cloud in the amount of \$1,235.40
- ACH transaction State of Washington in the amount of \$7,255.85

Total approved claim fund transactions: \$597,133.26

City Clerk

Mayor

Finance Committee

Accounts Payable

Checks by Date - Summary by Check Date

User: sschindele
 Printed: 2/21/2025 11:21 AM



| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|----------|-----------|---|------------|--------------|
| ACH | ELAVON | Elavon | 02/27/2025 | 1,193.19 |
| ACH | INV CLOUD | Invoice Cloud | 02/27/2025 | 1,235.40 |
| ACH | STATETAX | State of Washington | 02/27/2025 | 7,255.85 |
| 87344 | WORKSAFE | A WorkSafe Service, Inc. | 02/27/2025 | 60.00 |
| 87345 | ASPECT | Aspect Consulting, LLC | 02/27/2025 | 8,571.25 |
| 87346 | AXON | Axon Enterprise, Inc. | 02/27/2025 | 1,856.35 |
| 87347 | BASLER | Anthony Carl Basler | 02/27/2025 | 140.00 |
| 87348 | BROBEAR | Brown Bear Car Wash | 02/27/2025 | 34.00 |
| 87349 | CALPORT | Calportland Company | 02/27/2025 | 779.86 |
| 87350 | CENTURY2 | Century Link | 02/27/2025 | 107.01 |
| 87351 | CINTASFI | Cintas First Aid & Safety | 02/27/2025 | 271.28 |
| 87352 | LFPUTIL | City of Lake Forest Park | 02/27/2025 | 839.17 |
| 87353 | DATABAR | Databar | 02/27/2025 | 2,424.19 |
| 87354 | DOOLEY | Dooley Enterprises, Inc. | 02/27/2025 | 3,673.40 |
| 87355 | DRIVERS | Drivers License Guide Company | 02/27/2025 | 37.51 |
| 87356 | GRAY&OS | Gray & Osborne, Inc. | 02/27/2025 | 40,268.72 |
| 87357 | HOMEDPC | Department 32 - 2501271310 Home Depot | 02/27/2025 | 125.33 |
| 87358 | INNOVAC | New Restoration & Recovery LLC Innovac | 02/27/2025 | 1,549.72 |
| 87359 | CONFIDAT | James Santerelli Enterprises | 02/27/2025 | 86.50 |
| 87360 | JETCITY | Jet City Printing, Inc. | 02/27/2025 | 60.67 |
| 87361 | JOHNSTON | Johnston Group, LLC | 02/27/2025 | 3,925.00 |
| 87362 | JordanT | Thomas Jordan | 02/27/2025 | 72.07 |
| 87363 | KDHCONSU | KDH Consulting, Inc | 02/27/2025 | 1,759.29 |
| 87364 | KCLIQUER | King County Finance | 02/27/2025 | 952.43 |
| 87365 | KCNETWRK | King County Finance | 02/27/2025 | 824.00 |
| 87366 | KCVICTIM | King County Finance | 02/27/2025 | 87.81 |
| 87367 | KCPET | King County Pet License | 02/27/2025 | 300.00 |
| 87368 | KIRKLAND | Kirkland Police Department | 02/27/2025 | 1,320.68 |
| 87369 | LFP COURT | LFP Municipal Court | 02/27/2025 | 145.00 |
| 87370 | LIBERSCA | Liberty Scanning, LLC | 02/27/2025 | 1,206.63 |
| 87371 | LOOMIS | Loomis | 02/27/2025 | 496.02 |
| 87372 | MadroLaw | Madrona Law Group, PLLC | 02/27/2025 | 11,607.00 |
| 87373 | MIWALL | Miwall Corporation | 02/27/2025 | 7,232.15 |
| 87374 | NORTHUTI | Northshore Utility District | 02/27/2025 | 10,791.03 |
| 87375 | OFFICEDE | Office Depot, Inc. | 02/27/2025 | 210.49 |
| 87376 | PACEENG | PACE Engineers, Inc. | 02/27/2025 | 11,783.50 |
| 87377 | PACOFFA | Pacific Office Automation | 02/27/2025 | 571.25 |
| 87378 | PATSTREE | Pat's Trees & Landscape Inc. | 02/27/2025 | 21,511.06 |
| 87379 | PEERLESS | Peerless Network, Inc | 02/27/2025 | 1,041.64 |
| 87380 | LP-Pelt1 | Peltram Services of Washington LLC | 02/27/2025 | 80.00 |
| 87381 | PROFORCE | ProForce Law Enforcement | 02/27/2025 | 2,751.04 |
| 87382 | PSE | Puget Sound Energy | 02/27/2025 | 396.06 |
| 87383 | REHNASSO | Rehn & Associates | 02/27/2025 | 28.00 |
| 87384 | REWORLD | Covanta Holding Corporation Reworld Hol | 02/27/2025 | 568.10 |
| 87385 | SAFEBUIW | SAFEbuilt Washington, LLC | 02/27/2025 | 5,445.00 |
| 87386 | SECURECO | Secure Court Solutions LLC | 02/27/2025 | 1,550.00 |
| 87387 | STAPLES | Staples Advantage | 02/27/2025 | 125.93 |

| Check No | Vendor No | Vendor Name | Check Date | Section 7, ItemC. |
|---------------------------|-----------|----------------------------|------------|-------------------|
| 87388 | STATEFIN | State Treasurer's Office | 02/27/2025 | 10,428.67 |
| 87389 | PARTWORK | The Part Works Inc. | 02/27/2025 | 290.33 |
| 87390 | TRANSPO | Transpo Group USA Inc | 02/27/2025 | 16,416.25 |
| 87391 | TRANSUN | TransUnion Vantage Data | 02/27/2025 | 1.15 |
| 87392 | WASTEMGT | Waste Management Northwest | 02/27/2025 | 4,043.84 |
| 87393 | ZUMAR | Zumar Industries Inc. | 02/27/2025 | 2,040.28 |
| Total for 2/27/2025: | | | | 190,571.10 |
| Report Total (53 checks): | | | | 190,571.10 |

Bank Reconciliation

Checks by Date

User: sschindele
 Printed: 02/21/2025 - 11:31AM
 Bank Accounts: PPOperat
 System:
 Cleared and Not Cleared Checks
 Check Date: From 02/07/2025 To 02/07/2025
 Print ACH Checks: True



| Check No | Check Date | Name | Comment | Module | Clear Date | Amount |
|---------------------|------------|------|------------------|--------|------------|------------|
| 0 | 2/7/2025 | | DD 00507.02.2025 | PR | | 201,597.47 |
| Total Check Count: | | | | | | 1 |
| Total Check Amount: | | | | | | 201,597.47 |

Accounts Payable

Checks by Date - Summary by Check Date

User: sschindele
Printed: 2/21/2025 11:34 AM



| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|--------------------------|-----------|----------------------------|------------|--------------|
| 87343 | PITBOWRE | Pitney Bowes-Reserve Acct. | 02/19/2025 | 8,000.00 |
| Total for 2/19/2025: | | | | 8,000.00 |
| Report Total (1 checks): | | | | 8,000.00 |

Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
 Printed: 2/14/2025 12:00 PM



| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|---------------------------|-----------|--|------------|--------------|
| ACH | LEOFFTR | LEOFF TRUST | 02/07/2025 | 1,961.99 |
| ACH | NAVIA | Navia Benefit Solutions, Inc. | 02/07/2025 | 2,087.49 |
| ACH | NAVIAFSA | Navia - FSA | 02/07/2025 | 112.50 |
| ACH | PFLTRUST | LFP PFL Trust Account | 02/07/2025 | 2,634.70 |
| ACH | TEAMDR | National D.R.I.V.E. | 02/07/2025 | 4.45 |
| ACH | Z401AL | Vantagepoint Transfer Agents-107084 ICM | 02/07/2025 | 1,613.96 |
| ACH | Z457 | Vantagepoint Transfer Agents-304508 ICM | 02/07/2025 | 9,668.55 |
| ACH | ZAWC | AWC | 02/07/2025 | 47,930.09 |
| ACH | ZDREAHE | Dream Ahead | 02/07/2025 | 100.00 |
| ACH | ZEMPSEC | Employment Security Dept. | 02/07/2025 | 559.50 |
| ACH | ZEMPWACA | Wa.Cares Tax | 02/07/2025 | 946.57 |
| ACH | ZGUILD | LFP Employee Guild | 02/07/2025 | 975.00 |
| ACH | ZICMA | Vantagepoint Transfer Agents-107084 ICM | 02/07/2025 | 33,761.44 |
| ACH | ZL&I | Washington State Department of Labor & I | 02/07/2025 | 7,472.08 |
| ACH | ZLEOFF | Law Enforcement Retirement | 02/07/2025 | 14,725.38 |
| ACH | ZLFPIRS | Lake Forest Park/IRS | 02/07/2025 | 37,067.86 |
| ACH | ZPERS | Public Employees Retirement | 02/07/2025 | 25,481.53 |
| ACH | ZTEAM | Teamsters Local Union #117 | 02/07/2025 | 252.72 |
| ACH | ZWATWT | Washington Teamsters Welfare Trust | 02/07/2025 | 9,608.88 |
| Total for 2/7/2025: | | | | 196,964.69 |
| Report Total (19 checks): | | | | 196,964.69 |



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date February 27, 2025

Originating Department Municipal Services

Contact Person Matt McLean, City Clerk

Title Consider Reappointments to the City’s Advisory Bodies

Legislative History

- First Presentation February 27, 2025

Attachments - none

Executive Summary

Several positions on the city’s boards, commissions, and committees expire on February 28, 2025. In addition, there are currently several existing vacancies, one of which is for a partial term that has a term expiration in 2027.

The positions addressed in this agenda item are only those where incumbents whose terms expire on February 28, 2025, have expressed interest in being reappointed. Regarding the currently vacant positions, the Mayor continues to conduct interviews with those who have submitted applications and will make recommendations to the Council at future meetings.

Background

Per LFPMC 2.22, terms are limited to two consecutive full-term appointments, except in “extenuating circumstances where the city council finds it is in the best interest of the city to allow for reappointment for an additional term.”

Staff has determined the incumbents’ interest, and the Mayor recommends the Council confirm the following reappointments:

- **Planning Commission (9 members, 3-year terms)**
 - Position 3, Meredith LaBonte – finishing a partial term; Mayor recommends reappointment to a 1st full term that would expire 2/28/2028

- **Tree Board (7 members, 3-year terms)**
 - Position 2, Victoria Kutasz – finishing a partial term; Mayor recommends reappointment to a 1st full term that would expire 2/28/2028
 - Position 7, Stacey Spain – finishing a partial term; mayor recommends reappointment to a 1st full term that would expire 2/28/2028

- **Parks and Recreation Advisory Board (7 members, 3-year terms)**
 - Position 2, Amy Hanegan – finishing 1st full term - Mayor recommends reappointment to a 2nd term that would expire 2/28/2028
 - Position 3, Steve Feth – finishing 1st full term - Mayor recommends reappointment to a 2nd term that would expire 2/28/2028

- **Climate Action Committee (11 members, 3-year terms)**
 - All members of the Climate Action Committee need to be reappointed: Matthew Son; Miriam Bertram; Dana Campbell; Jessica Côté; Tamara Erickson; Linda Holman; Sarah Phillips; Brian Saunders; and Anne Udaloy. The two student representatives are currently vacant.

Fiscal & Policy Implications

Keeping the City’s advisory body membership as full as possible helps mitigate the chance of meetings being canceled due to the lack of a quorum. In addition to reappointing interested incumbents to their current positions, the administration is actively recruiting applicants, who are then interviewed by the Mayor.

Alternatives

| <i>Options</i> | <i>Results</i> |
|--|---|
| <ul style="list-style-type: none"> • Reappoint interested incumbents | Helps keep the advisory bodies more fully staffed |
| <ul style="list-style-type: none"> • Do not reappoint incumbents | Risk of meetings canceled due to lack of a quorum, as well as loss of established members with background knowledge of ongoing issues |
| <ul style="list-style-type: none"> • Continue to recruit to fill the currently vacant positions | Following interviews and the Mayor’s recommendation, confirm new appointments to fill existing vacancies as quickly as possible |

Staff Recommendation

Confirm the Mayor’s appointments as listed above.



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date February 27, 2025

Originating Department Police Department

Contact Person Mike Harden, Chief of Police

Title Resolution 25-2007/Authorizing an Interlocal Agreement with the City of Sunnyside for Jail Services

Legislative History

- First Presentation February 27, 2025

Attachments:

1. Resolution 25-2007/Authorizing an Interlocal Agreement with the City of Sunnyside for Jail Services
2. Attachment 1 - The Interlocal Agreement Between the City of Sunnyside and the City of Lake Forest Park for Jail Services

Executive Summary

On December 31st, 2022, the City of Yakima decided to terminate the Interlocal Agreement (ILA) that provided long-term housing for inmates from Lake Forest Park Municipal Court. As a result, the city had to rely on the jail facilities in King County and Snohomish County for extended detention services, which led to a rise in costs. Fortunately, in 2023, the City of Sunnyside stepped forward and offered its long-term jail services to Lake Forest Park. After careful consideration, the City's staff found this offer to be favorable, and an ILA was entered into with Sunnyside. The City of Sunnyside recently decided to standardize its jail services contracts and has asked to execute a new Interlocal Agreement. The expected annual rate increase is the only substantive change from the 2023 Interlocal Agreement. To continue utilizing Sunnyside's services, a new Interlocal Agreement must be entered between the two municipalities.

Background

Key terms in the ILA with Sunnyside include the following:

- \$68.99 per day, per inmate, including transportation to Sunnyside.

- Termination for no cause by either party on 90 days' notice.
- Termination by the City if the City Council does not approve funds for the ILA.
- Termination by Sunnyside on 7 days' notice if the city fails to cure a breach after notice of same, there is no reciprocal ability for the city to terminate for breach.
- Sunnyside may give the city 36 hours' notice to remove an inmate at the City's expense.
- Sunnyside may refuse to accept an inmate if Sunnyside does not have capacity or the inmate's illness, or injury could adversely affect jail operations.

Fiscal & Policy Implications

The city must have jail services to book in-custodies. The **2025** rates are delineated below.

King County Rates:

- Booking Fee is \$293.28
- Daily Maintenance Fee is \$293.28

Snohomish County Rates:

- Booking Fee is \$147.19
- Daily Maintenance Fee is \$204.85

Lynnwood Jail

- Booking Fee is \$ 100.00
- Daily Maintenance Fee is \$198.00

City of Sunnyside Rates:

- **Booking Fee is \$0**
- **Daily Maintenance Fee is \$68.99 (the 2023 rate was \$60.00)**

Since October 2022, jail costs have been substantially higher. The average monthly bill with Snohomish County (less expensive than King County) is \$20,000. In some months (in 2024), those costs rose to \$40,000.

Using Sunnyside Jail, a long-term housing option southwest of Yakima, approximately 186 miles from Lake Forest Park, will significantly reduce those expenditures. Sunnyside corrections jail staff transports prisoners from King County and Snohomish County jails at no additional cost.

Alternatives

| <i>Options</i> | <i>Results</i> |
|--|---|
| <ul style="list-style-type: none"> • Not approving the ILA. | Pay higher costs to use only King County, Snohomish County, and Lynnwood Jails. |
| <ul style="list-style-type: none"> • Approving the ILA | The city will also use Sunnyside jail services. |

Staff Recommendation

Approval of Resolution 25-2007

RESOLUTION NO. 25-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF SUNNYSIDE FOR JAIL SERVICES

WHEREAS, the City of Lake Forest Park (City) has a need for an additional jail services location; and

WHEREAS, the City wishes to enter into an interlocal agreement with the City of Sunnyside to provide the City the option of using Sunnyside’s jail facilities; and

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

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park, Washington, approves and authorizes the Mayor to sign the interlocal agreement with the City of Sunnyside for jail services in substantially the same format as in Attachment A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 27th day of February 2025.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK: February 10, 2025
PASSED BY THE CITY COUNCIL: February 27, 2025
RESOLUTION NO.: 25-2007

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
818 East Edison
Sunnyside, WA 98944

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON AND THE CITY OF LAKE FOREST PARK, WASHINGTON, FOR THE HOUSING OF INMATES

THIS INTERLOCAL AGREEMENT is made and entered into on last date of execution, by and between THE CITY OF LAKE FOREST PARK, Washington, hereinafter referred to as “LAKE FOREST PARK”, and the City of Sunnyside, Washington, hereinafter referred to as “Sunnyside”, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and LAKE FOREST PARK are authorized by law to have charge and custody of the Sunnyside City Jail and LAKE FOREST PARK prisoners or inmates, respectively; and

WHEREAS, LAKE FOREST PARK wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect from the date of execution and end December 31, 2025, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require LAKE FOREST PARK to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, LAKE FOREST PARK agrees to remove its inmate(s) from Sunnyside.

(b) By LAKE FOREST PARK due to lack of funding. The obligation of LAKE FOREST PARK to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by LAKE FOREST PARK. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then LAKE FOREST PARK shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to LAKE FOREST PARK.

(c) Termination for Breach. In the event LAKE FOREST PARK breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within *seven (7)* days of Sunnyside giving LAKE FOREST PARK written notice thereof, or, if not reasonably capable of being cured within such *seven (7)* days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate LAKE FOREST PARK's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, LAKE FOREST PARK shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until LAKE FOREST PARK retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

- To Sunnyside: City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944
- Primary Contact Person: Andrew Gutierrez, Corrections Sergeant
509-836-6200, agutierrez@sunnyside-wa.gov
- Secondary Contact: Robert Layman, Chief of Police
509-836-6200, rlayman@sunnyside-wa.gov

- To LAKE FOREST PARK: City of LAKE FOREST PARK
17425 Ballinger Way NE
Lake Forest Park, WA 98155
Billing: ap@cityofflp.gov
- Primary Contact Person: Mike Harden, Chief
206-957-2851, mharden@cityofflp.gov
- Secondary Contact: Julie Espinoza, Municipal Court Administrator
206 957-2870 jespinoza@cityofflp.gov

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m. and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside’s Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "**Minimum**" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "**Medium**" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "**Maximum**" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house LAKE FOREST PARK inmates for compensation per inmate at the rate of \$68.99 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of LAKE FOREST PARK inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to LAKE FOREST PARK, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against LAKE FOREST PARK.

(b) Billing and Payment. Sunnyside agrees to provide LAKE FOREST PARK with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. LAKE FOREST PARK agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. LAKE FOREST PARK shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of LAKE FOREST PARK are confined in order to determine if such jail maintains standards of confinement acceptable to LAKE FOREST PARK and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from LAKE FOREST PARK and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to LAKE FOREST PARK for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration or return to either LAKE FOREST PARK or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. LAKE FOREST PARK may transfer to Sunnyside only agreed amounts of personal property of LAKE FOREST PARK inmates recovered from or surrendered by inmates to LAKE FOREST PARK upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or LAKE FOREST PARK.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to LAKE FOREST PARK inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed LAKE FOREST PARK inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, LAKE FOREST PARK shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to LAKE FOREST PARK inmates. LAKE FOREST PARK shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for LAKE FOREST PARK's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to LAKE FOREST PARK as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, LAKE FOREST PARK agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, LAKE FOREST PARK will be notified by contacting the duty supervisor at LAKE FOREST PARK prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to LAKE FOREST PARK inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to LAKE FOREST PARK by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill LAKE FOREST PARK directly. LAKE FOREST PARK will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of LAKE FOREST PARK. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) LAKE FOREST PARK shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, LAKE FOREST PARK shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of LAKE FOREST PARK legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from LAKE FOREST PARK or by order of any court having jurisdiction. LAKE FOREST PARK hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove LAKE FOREST PARK inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall

be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform LAKE FOREST PARK of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any LAKE FOREST PARK inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to LAKE FOREST PARK. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a LAKE FOREST PARK inmate, the Yakima County Coroner shall be notified. LAKE FOREST PARK shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify LAKE FOREST PARK of the death of a LAKE FOREST PARK inmate, furnish information as requested and follow the instructions of LAKE FOREST PARK regarding the disposition of the body. LAKE FOREST PARK hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of LAKE FOREST PARK. Written notice shall be provided within three weekdays of receipt by LAKE FOREST PARK of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by LAKE FOREST PARK. With LAKE FOREST PARK's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by LAKE FOREST PARK. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) LAKE FOREST PARK shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKE OF INMATES. Upon request from Sunnyside, LAKE FOREST PARK shall, at its expense, retake any LAKE FOREST PARK inmate within *thirty-six* (36)

hours after receipt of such request. In the event the confinement of any LAKE FOREST PARK inmate is terminated for any reason, LAKE FOREST PARK shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend LAKE FOREST PARK, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside’s obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of LAKE FOREST PARK, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both LAKE FOREST PARK and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney’s fees).

19.2 LAKE FOREST PARK – HOLD HARMLESS AND INDEMNIFICATION. LAKE FOREST PARK agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of LAKE FOREST PARK, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) LAKE FOREST PARK’s obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both LAKE FOREST PARK and Sunnyside are negligent, each party shall be liable for its

contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from LAKE FOREST PARK when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from LAKE FOREST PARK who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) LAKE FOREST PARK prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to LAKE FOREST PARK's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of LAKE FOREST PARK for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of LAKE FOREST PARK under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo,

with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on each City's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between LAKE FOREST PARK and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

CITY OF LAKE FOREST PARK

By: _____
Mike Gonzalez, City Manager

By: _____
Thomas French, Mayor

ATTEST:

ATTEST:

Jacqueline Renteria, City Clerk

Matthew McLean, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Saxton Riley & Riley, PLLC
Benjamin J. Riley,
Attorneys for the City of Sunnyside

Kim Adams Pratt
Attorney for the City of
LAKE FOREST PARK

STATE OF WASHINGTON)
: ss.
COUNTY OF YAKIMA)

On this day personally appeared before me Mike Gonzalez, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC in and for the State of Washington
Residing: _____
My Commission Expires: _____

STATE OF WASHINGTON)
: ss.
COUNTY OF KING)

On this day personally appeared before me Thomas French, Mayor, of the CITY OF LAKE FOREST PARK, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date February 27, 2025

Originating Department Community Development Department

Contact Person Cory Mattson, Community Development Department

Title Resolution 25-2008/Authorizing the Mayor to Sign a revised interlocal agreement with the City of Shoreline to Provide an After School Program, "Hang Time", for Kellogg Middle School Services for the Calendar Years 2025-2026

Legislative History

- First Presentation Included in the 2025-2026 Budget
- Action Biennial Budget Approved November 14, 2024
- Action Resolution 25-1998 approved January 23, 2025

Attachments:

1. Resolution 25-2008
2. Revised Agreement with the City of Shoreline to Provide an After School Program, "Hang Time", for Kellogg Middle School Services for the Calendar Years 2025-2026
3. Revised Exhibits A-C for Agreement
4. Resolution 25-1998

Executive Summary

In the 2025-2026 biennial budget, the City allocated \$10,000 each year to the Kellogg Middle School "Hang Time" after-school program. The Council approved the Interlocal Agreement, but the City of Shoreline revised the scope, directing the allocated funds fully to program supplies instead of splitting the funds between personnel and program supplies. This adjustment scales down the scope to reflect the City of Shoreline's focus on funding operational and program costs necessary to organize and run the Hang Time program. Under this agreement, the City of Shoreline will provide services reports every six months, including an outcome progress report.

Background

The YMCA initially administered the Hang Time program at Kellogg Middle School. In 2022, the YMCA decided to drop the Hang Time program at Kellogg Middle School. The City of Shoreline knows the importance of this program and is now going to run it. City funds will help supply funding towards the program supplies.

Fiscal & Policy Implications

The City’s contribution allows the City of Shoreline to provide Hang Time activities and programs for Lake Forest Park youth at Kellogg Middle School.

Alternatives

| <i>Options</i> | <i>Results</i> |
|--|--|
| <ul style="list-style-type: none">• Approve | The City of Shoreline will be able to provide service to Kellogg Middle School as needed |
| <ul style="list-style-type: none">• Seek Different Terms | Less funding for the Kellogg Middle School Hang Time will equal to less services for the program |

Staff Recommendation

Review and authorize the Mayor to sign the revised interlocal agreement with the City of Shoreline to Provide an After School Program, “Hang Time”, for Kellogg Middle School Services for the Calendar Years 2025-2026.

RESOLUTION NO. 25-2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A REVISED INTERLOCAL AGREEMENT WITH THE CITY OF SHORELINE TO PROVIDE AN AFTER-SCHOOL PROGRAM, “HANG TIME”, FOR KELLOGG MIDDLE SCHOOL FOR THE CALENDAR YEARS 2025-2026

WHEREAS, youth services programs provide an indisputable benefit to public health, safety and welfare; and

WHEREAS, the City desires to support youth services and programs; and

WHEREAS, the Kellogg Middle School “Hang Time” after-school program is a beneficial program for youth in this community; and

WHEREAS, the City of Shoreline is the administrator of the Kellogg Middle School “Hang Time” after school program and is qualified and willing to undertake the aforementioned services consistent with all requirements of State law and City ordinances and regulations; and

WHEREAS, City Council approved Resolution 25-1998 authorizing the Mayor to sign an interlocal agreement with the City of Shoreline to provide an after-school program, “Hang Time”, for Kellogg Middle School for the calendar years 2025-2026 at the January 23, 2025 City Council Meeting; and

WHEREAS, the City of Shoreline subsequently requested revisions to the interlocal agreement that primarily allocate the Lake Forest Park funds 100% to program supplies and make other minor revisions as fully set forth in Attachment 1.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign a revised interlocal agreement in substantially the same form as attached hereto as Attachment 1 with the City of Shoreline, administrator of Kellogg Middle School “Hang Time” after-school program for calendar years 2025-2026.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 27th day of February, 2025.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: February 19, 2025
PASSED BY THE CITY COUNCIL: February 27, 2025
RESOLUTION NO.: 25-2008

AGREEMENT BETWEEN THE CITY OF SHORELINE AND THE CITY OF LAKE FOREST PARK TO PROVIDE AN AFTER-SCHOOL PROGRAM, "HANG TIME", FOR KELLOGG MIDDLE SCHOOL FOR THE CALENDAR YEARS OF 2025-2026

This Agreement is entered into between the City of Shoreline ("Shoreline") and the City of Lake Forest Park ("LFP") to provide funding support for an after-school program, referred to as "Hang Time," for Kellogg Middle School for the calendar years 2025 – 2026 (the "Agreement"). This Agreement shall become effective on the date of the last signature (the "Effective Date"). Together Shoreline and LFP are referred to as "the Parties."

Recitals

WHEREAS, Shoreline and LFP recognize that youth services programs, such as an after school program, provide an indisputable benefit to public health, safety and welfare; and

WHEREAS, LFP desires to support the program by providing funding to offset the program cost ~~contract with Shoreline~~ for Shoreline to provide an after school program as described within this Agreement; and

WHEREAS, Shoreline is qualified and willing to provide for such an after school program, consistent with all requirements of State law and applicable ordinances and regulations as provided for herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. PURPOSE

~~The purpose of this Agreement is for Shoreline to provide an after school program, "Hang Time," for students attending Kellogg Middle School.~~

The purpose of this Agreement is to set forth the terms under which LFP will provide funding support to the Hang Time after-school program for students attending Kellogg Middle School. Shoreline will offer, at a minimum recreational, leadership, and social skills development activities, recreation, social activities, and communicate activity options such as field trips, and homework help as more fully set forth in the Scope of Work, attached and incorporated as Exhibit A (the "Services").

2. RESPONSIBILITIES OF PARTIES

A. Shoreline will be responsible for the quality and suitability of the Services provided – under this Agreement. LFP shall evaluate the adequacy and efficiency of the Services provided, the sufficiency of records, and the results produced. If during the course of this

Agreement the Services rendered do not produce the desired results, the Parties shall consult each other and corrective action shall be taken as may be required. Failure to promptly consult and take such action(s) reasonably required shall be a material breach of the Agreement and cause for termination. Shoreline shall notify LFP's representative of

any matters affecting the eligibility of Shoreline to continue to perform the Services provided through this Agreement as soon as reasonably possible after Shoreline's discovery of the same.

- B. Shoreline may be requested in writing to perform additional or follow-up work to complete the Services in addition to the basic services described in Exhibit A. Additional services must be authorized in a written addendum to this Agreement and approved by both Parties.
- C. LFP shall provide Shoreline with complete information available and disclosable by LFP in order that Shoreline may carry out the Scope of Work in Exhibit A.
- D. The total compensation to be paid by LFP to Shoreline for the Scope of Work in Exhibit A and the Services Supplies in Exhibit B, attached and incorporated hereto, shall be an amount not to exceed Ten Thousand Dollars (\$10,000.00) each calendar year as shown on Exhibit B, which shall be full compensation for the Services and Services Supplies.
- E. Shoreline shall invoice LFP using the attached Exhibit C1 form. The form shall be submitted to LFP by the tenth working day of the month following the month based on the portion of the Services completed in that month by Shoreline.
- F. Shoreline shall send Exhibit C1 electronically to cmattson@cityofflp.gov, accompanied by evidence satisfactory to LFP justifying the request for payment, including a report of the Services accomplished and tasks completed. LFP shall pay Shoreline within thirty (30) calendar days receipt of Exhibit C1.
- G. Each quarter, Shoreline shall submit to LFP a report in the form provided in Exhibit C2.

3. TERM AND TERMINATION

- A. The term of this Agreement commences on the date executed by all the Parties and shall continue until December 31, 2026, unless extended or terminated by the Parties in accordance with this Agreement.
- B. This Agreement may be terminated by any Party if the other Party fails to comply with any material provisions of the Agreement, in whole or in part. Termination shall not relieve a Party of costs incurred to the date of termination.
- C. Shoreline may terminate this Agreement if, in its sole discretion, performance of the Services is not in the public health, safety, and welfare of the citizens of Shoreline. Shoreline shall provide written notice at least thirty (30) calendar days prior to the date of termination.

4. NOTICES

All notices and invoices required under the terms of this Agreement shall be given in writing, addressed as follows:

Phillip Hill
City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155
phill@CityofLFP.gov

Bristol Ellington
City Manager
City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133
bellington@shorelinewa.gov

Notices may be hand-delivered; sent via U.S. mail, return receipt requested; by a nationally recognized courier service, or electronic mail (e-mail), read receipt requested. All notices issued under this Agreement shall be deemed received on the next business day after being deposited in the U.S. mail in the city issuing the notice, at the time of hand or courier delivery to the addressee party, or on the date received by the recipient's computer.

5. SUCCESSORS OR ASSIGNS

Neither Party shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

7. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into by and between the Parties hereto and is not intended to confer any rights or remedies upon any other persons or entities.

8. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall be regarded for all purposes as an original.

9. RECORDS

Shoreline and LFP acknowledge that they are local agencies subject to Washington’s Public Records Act, chapter 42.56 RCW, and, as such, this Agreement and records arising from the performance of this Agreement are public records subject to disclosure unless an exemption applies. Shoreline and LFP shall each be solely responsible for responding to a public records request submitted to that Party. Shoreline and LFP will retain this Agreement and all records related to this Agreement consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

10. JURISDICTION AND VENUE

This Agreement shall be interpreted pursuant to the laws of the State of Washington and any judicial action arising from this Agreement shall be in King County Superior Court. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorneys’ fees incurred in such action or proceeding.

11. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Shoreline and LFP, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12. NON-WAIVER OF RIGHTS AND REMEDIES

No term or provisions of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the Party for which he or she is signing on the date indicated next to their signatures

THE CITY OF LAKE FOREST PARK

THE CITY OF SHORELINE

By: _____

By: _____

Tom French
Mayor

Bristol Ellington
City Manager

Date: _____

Date: _____

SCOPE OF WORK - EXHIBIT A [2025-2026]

SECTION 1—Work Products

Agreement

The City of Shoreline shall provide a free after school recreation ~~and tutoring~~ program at Kellogg Middle School from 3pm-5pm, Tuesdays/Thursdays, and 1:30pm-5pm, Wednesdays The City of Shoreline will offer recreational, leadership, and social skills development activities. ~~—~~The City of Shoreline will work with school district staff and other partners in ~~coordinating~~ communicating activities and programs provided at the school such as ~~intramural~~ intramural sports, tutoring and homework time, special interest clubs, leadership groups, free times, ~~large and small group options, service learning, workshops, and field trips.~~ large and small group options, service learning, workshops, and field trips within Project Hang Time.

~~The City of Shoreline will also provide special activities for a group of students who need special attention.~~

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0", Right: 0.71", Space Before: 1.55 pt, Line spacing: Multiple 1.14 li

1. The City of Shoreline staff will maintain continuous communication with teachers and other school personnel and parents, involving student performance and student needs.
2. The City of Lake Forest Park will be recognized in all promotional materials as a financial supporter of Hang Time.

Outcomes

1. City of Shoreline will track the number of students served by Hang Time each year.

*Annual outcomes will be reported at the end of the school year; quarterly attendance outcomes will be reported on each invoice.

| OUTCOME | INDICATOR | MEASUREMENT TOOL |
|---|---|---|
| Youth exhibit assets that provide a foundation for successful development | Academic <u>Leadership</u> skills improve; social skills improve | Youth surveys, academic assessments , and school staff surveys |

PROGRAM BUDGET - EXHIBIT B [2025-2026]

SECTION 1—Agency Budget

| Budget Category | City funds | |
|------------------|---------------------|---------------------|
| | 2025 | 2026 |
| Personnel costs | \$5,000 | \$5,000 |
| Program Supplies | \$10,000 | \$10,000 |
| Total | \$10,000 | \$10,000 |

Formatted: Indent: Left: 0"

INVOICE FOR SERVICES - EXHIBIT C1 [2025-2026]

SECTION 1—Invoice

Payer:
 City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155
 Attn: Cory Mattson, Community Programs Planner
 (206) 957-2814

Payment to:
 City of Shoreline
 17500 Midvale Ave N
 Shoreline, WA 982133
 Agency Contact: Linda Finch, Recreation & Cultural Serv
 206-801-2621

| | | |
|-------------------------------|--|-------------------------------|
| Billing Period: | | Total Quarter Request: |
| Date submitted: | | |
| Yearly Contract Amount | | \$10,000 |
| Amount Billed this Report | | |
| Amount Previously Billed | | |
| Total YTD | | |
| Contract Balance Remaining | | |

Payment Request For Services

| Service | Contract Amount | This Request | Previous Request | YTD | Balance |
|--------------|-----------------|--------------|------------------|-----|---------|
| | | | | | |
| | | | | | |
| | | | | | |
| Total | \$ 10,000 | | | | |

Under penalty of perjury under the laws of the State of Washington, I swear and affirm that the information provided in this invoice is true and correct.

Printed Name: _____ **Title:** _____
Authorized Signature: _____ **Date:** _____

SE INVOICE FOR SERVICES - EXHIBIT C2 [2025-2026]
SECTION 2—Service Report

Agency: Kellogg Middle School "Hang Time" After School Program
Administered through the City of Shoreline

Reporting Dates:

| SERVICE NUMBERS | PROGRESS | | COMMENTS |
|--------------------------------------|--------------|--------------|----------|
| | This Quarter | Year to Date | |
| Total number of youth served | | | |
| Average daily number of participants | | | |

| OUTCOME | INDICATOR | MEASUREMENT TOOL |
|---|---|--|
| Youth exhibit assets that provide a foundation for successful development | <ul style="list-style-type: none"> • Aademic Leadership skills • Social skills improve | Youth surveys, a ademic assessments, and school staff surveys |

Program summary for the quarter to Exhibit C:

Formatted: Indent: Left: 0.44", Space Before: 3.65 pt, Line spacing: single

RESOLUTION NO. 25-1998

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF SHORELINE TO PROVIDE AN AFTER-SCHOOL PROGRAM, "HANG TIME", FOR KELLOGG MIDDLE SCHOOL FOR THE CALENDAR YEARS 2025-2026

WHEREAS, youth services programs provide an indisputable benefit to public health, safety and welfare; and

WHEREAS, the City desires to support youth services and programs; and

WHEREAS, the Kellogg Middle School "Hang Time" after-school program is a beneficial program for youth in this community; and

WHEREAS, the City of Shoreline is the administrator of the Kellogg Middle School "Hang Time" after school program and is qualified and willing to undertake the aforementioned services consistent with all requirements of State law and City ordinances and regulations.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the interlocal agreement attached hereto as Attachment 1 with the City of Shoreline, administrator of Kellogg Middle School "Hang Time" after-school program for calendar years 2025-2026.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 23rd day of January, 2025.

APPROVED:

Thomas French
Thomas French (Jan 24, 2025 13:32 PST)
Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: January 7, 2025
PASSED BY THE CITY COUNCIL: January 23, 2025
RESOLUTION NO.: 25-1998

ATTACHMENT 1

AGREEMENT BETWEEN THE CITY OF SHORELINE AND THE CITY OF LAKE FOREST PARK TO PROVIDE AN AFTER-SCHOOL PROGRAM, “HANG TIME”, FOR KELLOGG MIDDLE SCHOOL FOR THE CALENDAR YEARS OF 2025-2026

This Agreement is entered into between the City of Shoreline (“Shoreline”) and the City of Lake Forest Park (“LFP”) to provide an after-school program, referred to as “Hang Time,” for Kellogg Middle School for the calendar years 2025 – 2026 (the “Agreement”). This Agreement shall become effective on the date of the last signature (the “Effective Date”). Together Shoreline and LFP are referred to as “the Parties.”

Recitals

WHEREAS, Shoreline and LFP recognize that youth services programs, such as an after school program, provide an indisputable benefit to public health, safety and welfare; and

WHEREAS, LFP desires to contract with Shoreline for Shoreline to provide an after school program as described within this Agreement; and

WHEREAS, Shoreline is qualified and willing to provide for such an after school program, consistent with all requirements of State law and applicable ordinances and regulations as provided for herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. PURPOSE

The purpose of this Agreement is for Shoreline to provide an after-school program, “Hang Time,” for students attending Kellogg Middle School. Shoreline will offer, at a minimum, recreation, social activities, field trips, and homework help as more fully set forth in the Scope of Work, attached and incorporated as Exhibit A (the “Services”).

2. RESPONSIBILITIES OF PARTIES

- A. Shoreline will be responsible for the quality and suitability of the Services provided under this Agreement. LFP shall evaluate the adequacy and efficiency of the Services provided, the sufficiency of records, and the results produced. If during the course of this Agreement the Services rendered do not produce the desired results, the Parties shall consult each other and corrective action shall be taken as may be required. Failure to promptly consult and take such action(s) reasonably required shall be a material breach of the Agreement and cause for termination. Shoreline shall notify LFP’s representative of

any matters affecting the eligibility of Shoreline to continue to perform the Services provided through this Agreement as soon as reasonably possible after Shoreline's discovery of the same.

- B. Shoreline may be requested in writing to perform additional or follow-up work to complete the Services in addition to the basic services described in Exhibit A. Additional services must be authorized in a written addendum to this Agreement and approved by both Parties.
- C. LFP shall provide Shoreline with complete information available and disclosable by LFP in order that Shoreline may carry out the Scope of Work in Exhibit A.
- D. The total compensation to be paid by LFP to Shoreline for the Scope of Work in Exhibit A and the Services Supplies in Exhibit B, attached and incorporated hereto, shall be an amount not to exceed Ten Thousand Dollars (\$10,000.00) each calendar year as shown on Exhibit B, which shall be full compensation for the Services and Services Supplies.
- E. Shoreline shall invoice LFP using the attached Exhibit C1 form. The form shall be submitted to LFP by the tenth working day of the month following the month based on the portion of the Services completed in that month by Shoreline.
- F. Shoreline shall send Exhibit C1 electronically to cmattson@cityofflp.gov, accompanied by evidence satisfactory to LFP justifying the request for payment, including a report of the Services accomplished and tasks completed. LFP shall pay Shoreline within thirty (30) calendar days receipt of Exhibit C1.
- G. Each quarter, Shoreline shall submit to LFP a report in the form provided in Exhibit C2.

3. TERM AND TERMINATION

- A. The term of this Agreement commences on the date executed by all the Parties and shall continue until December 31, 2026, unless extended or terminated by the Parties in accordance with this Agreement.
- B. This Agreement may be terminated by any Party if the other Party fails to comply with any material provisions of the Agreement, in whole or in part. Termination shall not relieve a Party of costs incurred to the date of termination.
- C. Shoreline may terminate this Agreement if, in its sole discretion, performance of the Services is not in the public health, safety, and welfare of the citizens of Shoreline. Shoreline shall provide written notice at least thirty (30) calendar days prior to the date of termination.

4. NOTICES

All notices and invoices required under the terms of this Agreement shall be given in writing, addressed as follows:

Phillip Hill
City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155
phill@CityofLFP.gov

Bristol Ellington
City Manager
City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133
bellington@shorelinewa.gov

Notices may be hand-delivered; sent via U.S. mail, return receipt requested; by a nationally recognized courier service, or electronic mail (e-mail), read receipt requested. All notices issued under this Agreement shall be deemed received on the next business day after being deposited in the U.S. mail in the city issuing the notice, at the time of hand or courier delivery to the addressee party, or on the date received by the recipient's computer.

5. SUCCESSORS OR ASSIGNS

Neither Party shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

7. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into by and between the Parties hereto and is not intended to confer any rights or remedies upon any other persons or entities.

8. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall be regarded for all purposes as an original.

9. RECORDS

Shoreline and LFP acknowledge that they are local agencies subject to Washington’s Public Records Act, chapter 42.56 RCW, and, as such, this Agreement and records arising from the performance of this Agreement are public records subject to disclosure unless an exemption applies. Shoreline and LFP shall each be solely responsible for responding to a public records request submitted to that Party. Shoreline and LFP will retain this Agreement and all records related to this Agreement consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

10. JURISDICTION AND VENUE

This Agreement shall be interpreted pursuant to the laws of the State of Washington and any judicial action arising from this Agreement shall be in King County Superior Court. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing part shall be entitled to recover its reasonable costs, expenses, and attorneys’ fees incurred in such action or proceeding.

11. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Shoreline and LFP, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12. NON-WAIVER OF RIGHTS AND REMEDIES

No term or provisions of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement of behalf of the Party for which he or she is signing on the date indicated next to their signatures

THE CITY OF LAKE FOREST PARK

THE CITY OF SHORELINE

By: _____
Tom French
Mayor

By: _____
Bristol Ellington
City Manager

Date: _____

Date: _____

SCOPE OF WORK - EXHIBIT A [2025-2026]

SECTION 1—Work Products

Agreement

The City of Shoreline shall provide a free after school recreation and tutoring program at Kellogg Middle School from 3pm-5pm, Tuesdays/Thursdays, and 1:30pm-5pm, Wednesdays. The City of Shoreline will work with school district staff and other partners in coordinating activities and programs such as intramural sports, tutoring and homework time, special interest clubs, leadership groups, free times, large and small group options, service learning, workshops, and field trips within Project Hang Time. The City of Shoreline will also provide special activities for a group of students who need special attention.

1. The City of Shoreline staff will maintain continuous communication with teachers and other school personnel and parents, involving student performance and student needs.
2. The City of Lake Forest Park will be recognized in all promotional materials as a financial supporter of Hang Time.

Outcomes

1. City of Shoreline will track number of students served by Hang Time each year.

*Annual outcomes will be reported at the end of the school year; quarterly attendance outcomes will be reported on each invoice.

| OUTCOME | INDICATOR | MEASUREMENT TOOL |
|---|--|---|
| Youth exhibit assets that provide a foundation for successful development | Academic skills improve; social skills improve | Youth surveys, academic assessments, and school staff surveys |

PROGRAM BUDGET - EXHIBIT B [2023-2024]

SECTION 1—Agency Budget

| Budget Category | City funds | |
|------------------|------------|----------|
| | 2025 | 2026 |
| Personnel costs | \$5,000 | \$5,000 |
| Program Supplies | \$5,000 | \$5,000 |
| Total | \$10,000 | \$10,000 |

INVOICE FOR SERVICES - EXHIBIT C1 [2025-2026]

SECTION 1—Invoice

Payer:
 City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155
 Attn: Cory Mattson, Community Programs Planner
 (206) 957-2814

Payment to:
 City of Shoreline
 17500 Midvale Ave N
 Shoreline, WA 982133
 Agency Contact: Linda Finch, Recreation & Cultural Servi
 206-801-2621

| | |
|-------------------------------|-------------------------------|
| Billing Period: | Total Quarter Request: |
| Date submitted: | |
| | |
| Yearly Contract Amount | \$10,000 |
| Amount Billed this Report | |
| Amount Previously Billed | |
| Total YTD | |
| Contract Balance Remaining | |

Payment Request For Services

| Service | Contract Amount | This Request | Previous Request | YTD | Balance |
|--------------|------------------|--------------|------------------|-----|---------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | \$ 10,000 | | | | |

Under penalty of perjury under the laws of the State of Washington, I swear and affirm that the information provided in this invoice is true and correct.

Printed Name: _____
Authorized Signature: _____

Title: _____
Date: _____

INVOICE FOR SERVICES - EXHIBIT C2 [2025-2026]

SECTION 2—Service Report

Agency: Kellogg Middle School "Hang Time" After School Program
Administered through the City of Shoreline

Reporting Dates:

| SERVICE NUMBERS | PROGRESS | | COMMENTS |
|--------------------------------------|--------------|--------------|----------|
| | This Quarter | Year to Date | |
| Total number of youth served | | | |
| Average daily number of participants | | | |

| OUTCOME | INDICATOR | MEASUREMENT TOOL |
|---|--|---|
| Youth exhibit assets that provide a foundation for successful development | <ul style="list-style-type: none"> • Academic skills improve • Social skills improve | Youth surveys, academic assessments, and school staff surveys |

Program summary for the quarter to Exhibit C:



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date February 27, 2025

Originating Department City Council

Contact Person Mark Hofman, Community Development Director

Title Extending the term of Planning Commissioner David Kleweno

Legislative History

- First Presentation February 27, 2025

Attachments:

1. None

Executive Summary

The current term for Planning Commission member David Kleweno is scheduled to expire on February 28, 2025. Commissioner Kleweno also serves as the Chair of the Climate Policy Advisory Team (CPAT), a temporary task force formed of existing appointed persons from city commissions and committees. The CPAT is importantly tasked with creating a climate element for the Comprehensive Plan in 2025. With the city’s current work efforts significantly under way, it would be prudent to extend the term to keep Commissioner Kleweno’s knowledge of the adopted 2024 Comprehensive Plan Periodic Update, the active Middle Housing development regulation amendments, the current Climate Element work by the CPAT, and additional items in the 2025 Planning Commission Work Plan.

Background

Current Planning Commission member David Kleweno is serving his second term, which is scheduled to expire on February 28, 2025. This would be Chair Kleweno’s last allowed term on the Planning Commission.

With the work being done currently, as cited above, it would be prudent to extend his term to keep his knowledge of the Planning Commission and CPAT. Commissioner Kleweno’s term could be extended for another 12 months and expire on February 28, 2026.

The Council has the authority to extend a commissioner’s term under Lake Forest Park Municipal Code 2.22.070 (D.):

D. Commissioners are limited to two consecutive full-term appointments, **except in extenuating circumstances where the city council finds it is in the best interest of the city to allow for reappointment for an additional term.** A one-year break in service must occur before a new appointment is made to the same commission after the expiration of any consecutive full-term appointments. If a commission seat is not filled by the first day of its term but is filled within 60 days of the term commencement date with confirmation of the council, the term shall be considered a full term for purposes of determining the term limit.

Commission Chair Kleweno has expressed interest in continuing to serve on the Planning Commission and Climate Policy Advisory Team.

Fiscal & Policy Implications

Continuing the term of the commissioner will keep the work of the Climate Policy Advisory Team on track for the Comprehensive Plan Climate Element in 2025 and other Middle Housing development regulation amendments for adoption in June 2025.

Alternatives

| <i>Options</i> | <i>Results</i> |
|--|---|
| <ul style="list-style-type: none"> Approve the continuation of the term of the Commissioner | The term of the Commissioner will be extended |
| <ul style="list-style-type: none"> Disapprove of the continuation of the term | The term will expire February 28, 2025 and require a new commissioner appointment in March 2025 |

Staff Recommendation

Extend David Kleweno’s term on the Planning Commission to expire on February 28, 2026.

City Administrator Report City of Lake Forest Park

Date: February 27, 2025

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Tom French
Leadership Team

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

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

I. Intergovernmental and local issues update.

Police Department

Notable Incidents

Prowl

- A citizen left his wallet in his vehicle, forgot to lock the doors, and went to the gym (Planet Fitness). When he came back, he noticed that his wallet had disappeared. There are no leads at this time.

Drug Problem

- A citizen called 911 because he saw an improperly parked vehicle in front of Mod Pizza with the driver passed out. Officers responded, noticed that there was some paraphernalia and fentanyl residue inside the car, blocked the vehicle using spikes, and woke up the driver. She admitted of being a drug addict. The officers called her father, who immediately arrived on scene and brought the daughter to rehab. The paraphernalia/drug residue was destroyed.

Welfare Check

- A citizen called 911 explaining that her 16-year-old runaway daughter (she left the house two months ago) might be staying at a friend's house in Lake Forest Park. She provided the address. Officers went to the address and contacted the daughter of the owner of the residence, who stated that the missing juvenile was not there.

Burglary

- Officers responded to a possible residential burglary in progress. A neighbor stated that a suspicious person was in the backyard of a residence. Officers responded and contacted a person inside the house holding a basket and pacing around the lower floor. He was placed in handcuffs and his identity was verified (he was the owner's son). He was released and the officers explained why they had to detain him.

Theft

- Two subjects stole several items from Ross. The officers were able to find the shoplifters and arrest them. Both of them were booked.
- A bicycle (with an airtag on it) was stolen from the UW campus. The father of the bicycle's owner called LFPPD stating that the tag was showing that the bicycle was in our town. Officers were able to find the bicycle and the suspect (who had an outstanding warrant and some cocaine on him). The suspect was arrested and brought to the jail but upon arrival he stated that he had ingested some drugs, so he was released.
- A stolen vehicle was left in front of an abandoned house. The vehicle's owner was notified and the car was towed.

Domestic Violence

- Officers responded to a domestic violence incident in progress. One of the parties assaulted the other party, biting his ear. The suspect was booked for DV assault.
- DV in progress outside Taco Bell (at the bus shelter). Ofc. Robles separated the two subjects and KC Metro deputies arrived and took over the investigation. The female involved went inside Sacred Medicine but was located by KC deputies.
- Officers responded to a physical DV in progress between roommates. The main aggressor went to jail. The next day, the victim contacted the DV Advocate and praised the professionalism of the responding officers.

Traffic Stop

- Sgt. Parrish conducted a traffic stop on a speeding vehicle. The driver spoke only Arabic. Ofc. Benjamin (Training Officer) and Ofc. Rizk (new trainee) responded to Sgt. Parrish stop location. Ofc. Rizk speaks Arabic so he was able to assist Sgt. Parrish with the driver, who had a suspended driving status. The capability of Ofc. Rizk's bilingual skills made for a more efficient traffic stop and helped to get the important message across for the driver to make sure that he shows up to court for his criminal traffic charge.

Behavioral Health

- Officers responded to a call where a citizen with Alzheimer's was out of control. Patrol officers talked to her son and contacted the RCR supervisor.

Threats

- Officers responded to an incident where a teenager threatened another teenager. The parents' victim contacted the police and asked if they could come to their house and park their vehicles as a deterrent. Patrol officers responded and spoke with the family. They didn't want to make a report because they didn't know if this was a serious threat or just a teen "venting".

Disturbance

- A subject, who was selling newspapers in front of Albertsons, was creating problems. He was warned.

Suspicious Occurrence

- A citizen contacted the police regarding a video camera located inside the tanning booth area of Planet Fitness. Officers checked and determined that it was not a video camera but a remote-control receiver for the thermostat.

Cub Scouts visit



On February 12, 2025, the local Cub Scouts den visited City Hall for an exciting and educational experience focused on civics and police work. The scouts learned about the city council system, the court system, and the role of the police department in keeping the community safe.

A highlight of their visit was the Chief of Police and a special demonstration by K9 Officer Coleman and his partner, K9 Bella.

The scouts watched as K9 Bella showcased her skills in detecting and tracking illegal substances, while Officer Coleman provided an important talk on drug awareness.

Through this experience, the scouts gained valuable knowledge about how local government and law enforcement function. Their participation in this event may have even helped them earn their Civics badge, recognizing their understanding of community leadership and public service.



Congratulations to Officer Rizk on City Council Swearing In!



We are proud to announce that Officer Michael (Mike) Rizk was officially sworn in on February 13th, 2025, at the City Council meeting. He is eager to begin field training and serve the Lake Forest Park community.

Officer Rizk brings a wealth of experience and dedication to his new role. Born and raised in Egypt, he worked as a Certified Nurse Assistant before earning a bachelor’s degree in law and justice from Central Washington

University, where he also completed flight school. He served in the Washington State Army National Guard as an Aircraft Electrician until 2015. For the past nine years, he worked as a Corrections Deputy with Snohomish County Corrections. His commitment to service was recognized in 2023 when he received a Life Saving Medal for his efforts in reviving a Fentanyl overdose victim.



Seattle University Career Fair

Commander Zanella and Commander Adams participated in the 2025 Seattle University Criminal Justice Career Fair. The event was a huge success. Twenty-two police agencies, many faculty members, and over one hundred students attended the event. The Commanders were able to connect with many students who were thinking about a career within the criminal justice system.



I. Internal City Information**II. Council Information****III. Response to Citizen and Council Comments****IV. Contract Reporting**

The following contracts were administratively approved:

- AG-25-013, Olympic Environmental Resources; Joint recycling events with City of Kenmore; \$11,000
- AG-25-015, A.W. Rehn & Associates, Inc.; COBRA Administrative Services

V. Legislative Update**VI. Community Events****VII. Upcoming City Sponsored Events****VIII. Meetings Calendar****[City Council Retreat \(hybrid meeting\)](#)**

March 1, 2025, 9:00 AM - 3:30 PM

[More Details](#)

[Climate Action Committee Meeting \(hybrid meeting\)](#)

March 4, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Tree Board Meeting \(hybrid meeting\)](#)

March 5, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

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

March 11, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Climate Policy Advisory Team Meeting \(hybrid meeting\)](#)**March 12, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****[City Council Work Session \(hybrid meeting\)](#)****March 13, 2025, 6:00 PM - 7:00 PM City Hall and via Zoom****[More Details](#)****[City Council Regular Meeting \(hybrid meeting\)](#)****March 13, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****[North King County Coalition on Homelessness](#)****March 20, 2025, 1:00 PM - 2:30 PM****[More Details](#)****[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)****March 20, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom****[More Details](#)****[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)****March 24, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom****[More Details](#)****[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)****March 25, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)****[City Council Regular Meeting \(hybrid meeting\)](#)****March 27, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom****[More Details](#)**