



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, June 23, 2022 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom
17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

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

Join Zoom Webinar: <https://us06web.zoom.us/j/86219304447>
Call into Webinar: 253-215-8782 | Webinar ID: 862 1930 4447

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

If you are in person at the meeting, there is a sign-in sheet located near the entrance to the Council Chambers. Simply fill the form out and the Mayor will call your name at the appropriate time.

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

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

AGENDA

1. **CALL TO ORDER: 7:00 PM**
2. **PLEDGE OF ALLEGIANCE**
3. **ADOPTION OF AGENDA**
4. **PROCLAMATIONS**
5. **PRESENTATIONS**

[A.](#) Climate Action Committee Work Plan

6. **PUBLIC HEARINGS**
7. **CITIZEN COMMENTS**

*This portion of the agenda is set aside for the public to address the Council on agenda items or any other topic. The City Council may not discuss or engage with the public regarding items brought up to the Council. 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.***

8. **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.](#) June 9, 2022 City Council Work Session Meeting Minutes

[B.](#) June 9, 2022 City Council Regular Business Meeting Minutes

[C.](#) City Expenditures for the Period Ending June 23, 2022

9. **FINAL CONFIRMATION**

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

[A.](#) Ordinance 1242/Authorizing the Mayor to Sign a non-exclusive Franchise Agreement with Puget Sound Energy, Inc. for providing electric and natural gas service

[B.](#) Ordinance 1243/Granting XO Communications, LLC, its successors and assigns a five-year nonexclusive Master Use Permit to construct, maintain, operate, replace, and repair telecommunications system in, across, over, along, under, through, and below the public rights-of-way of Lake Forest Park

[C.](#) Ordinance 1244/Granting MCImetro Access Transmission Services Corporation, its successors and assigns, a five-year nonexclusive Master Use Permit to construct, maintain, operate, replace, and repair telecommunications system in, across, over, along, under, through, and below the public rights-of-way of the City of Lake Forest Park

11. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

12. ORDINANCES AND RESOLUTIONS FOR ACTION

- A. Resolution 1848/Authorizing the Mayor to Sign American Rescue Plan Act (ARPA) Grant Agreement with Two Trading Tigers, LLC
- B. Resolution 1849/Authorizing Mayor to Sign Interagency Agreement IAA22546 between Washington State Administrative Office of the Courts and the Lake Forest Park Municipal Court regarding Interpreter Reimbursement

13. COUNCIL DISCUSSION AND ACTION

- A. Municipal Court Security
- B. Adopting the proposed calendar for the 2023-2024 Biennium Budget

14. OTHER BUSINESS

15. COUNCIL COMMITTEE REPORTS

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

16. ADJOURN

FUTURE SCHEDULE

--Monday, July 4, 2022 City Offices Closed in Observance of Independence Day
--Thursday, July 14, 2022 City Council Work Session Meeting 6 pm *hybrid meeting (Zoom and City Hall)*
--Thursday, July 14, 2022 City Council Regular Business Meeting 7 pm *hybrid meeting (Zoom and City Hall)*
--Thursday, July 21, 2022 City Council Budget and Finance Committee Meeting 6 pm *hybrid meeting (Zoom and City Hall)*
--Monday, July 25, 2022 City Council Committee of the Whole Meeting 6 pm *hybrid meeting (Zoom and City Hall)*
--Thursday, July 28, 2022 City Council Regular Business Meeting 7 pm *hybrid meeting (Zoom and City Hall)*

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

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



Climate Action Committee

DRAFT - Work Plan - 2022

Project Task	Timeframe			
	March - July 2022	July – October 2022	October 2022 –December 2022	January-February 2023
Outreach, Communication, and Community Engagement	Develop and Implement a first-year Outreach and Communication Plan	Implement First-Year Outreach, Communication, and Engagement Plan	Review and summarize results of first-year efforts, develop second-year Outreach, Communication, and Engagement Plan	-Produce Climate Action Plan -Deliver Plan to Council -Prepare 2023 Work Plan
Climate Action Planning: Define Priorities, Strategies, and Goals*	Review existing Climate Action Plans; review K4C and People for Climate Action priority actions	Identify preliminary climate action priorities, strategies, and goals	Prepare draft Climate Action Plan; deliver draft plan to Council during December 2022	
Data Collection and Analysis	Identify available data and data gaps; develop plan to address data gaps; review K4C emissions study for LFP	Organize and present available data and data gaps; identify metrics (if any) for preliminary strategies	Develop plan for ongoing data collection and management, including addressing critical data gaps	
* Assume “buildings” and “transportation” are critical sectors; prioritize these and community resilience.				

Set Goals and Strategies

Define Priorities

Draft Climate Action Plan

Plan for Year 2

CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
June 9, 2022

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

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

Councilmembers absent: none

Staff present virtually: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Steve Bennett, Planning Director; Jeff Perrigo, Public Works Director; Matt McLean, City Clerk

Others present: 5 visitors

CALL TO ORDER

Mayor Johnson called the June 9, 2022, City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

Review the 2023-2024 Biennial Budget Calendar

Director Vaughn reviewed the proposed budget calendar with the Council and asked the Council to let staff know if there was any changes needed to the calendar.

Revisions to Chapter 16.14 Tree Canopy Preservation and Enhancement (Tree Code) of the Lake Forest Park Municipal Code

Director Bennett reviewed the proposed amendments to the Tree Code, and the Council directed staff to bring it forward for consideration at a future regular meeting.

ADJOURNMENT

There being no further business, Mayor Johnson adjourned the meeting at 6:51 p.m.

Jeff Johnson, Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
June 9, 2022**

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

Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Lorri Bodi, Tracy Furutani (via Zoom), Larry Goldman, Jon Lebo, Semra Riddle (via Zoom)

Councilmembers absent: none

Staff present virtually: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Steve Bennett, Planning Director; Jeff Perrigo, Public Works Director; Lee Aalund, Human Resources Director; Matt McLean, City Clerk

Others present: 4 visitors

CALL TO ORDER

Mayor Johnson called the June 9, 2022 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor Johnson gave the Pledge of Allegiance.

ADOPTION OF AGENDA

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

PROCLAMATION – Juneteenth

Cmbr. French read a proclamation for Juneteenth.

PROCLAMATION – PRIDE Month

Cmbr. Goldman read a proclamation for June as PRIDE Month.

RECOGNITION OF SERVICE – Lee Aalund, Administrative Services Manager

Mayor Johnson read a proclamation recognizing Lee Aalund’s recognition of service to the City.

CITIZEN COMMENTS

There was no one in the audience wishing to speak.

CONSENT CALENDAR

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

1. May 23, 2022 City Council Committee of the Whole Meeting Notes
2. May 26, 2022 City Council Regular Meeting Minutes
3. Approval of City Expenditures for the Period Ending June 9, 2022, covering Claims Fund Check Nos. 83653 through 83683, in the amount of \$92,917.89, and Payroll Fund ACH transactions in the amount of \$295,478.93 are approved; additional ACH transaction Elavon, \$490.75; total approved Claims Fund transactions, \$388,887.57

CONFIRMATION REVIEW – Planning Commission

The Mayor and Council interviewed Meredith LaBonte and Ashton Alvarez McCartney for positions on the Planning Commission.

Cmbr. Kassover moved to confirm the Mayor’s appointments to the Planning Commission as follows:

- Meredith LaBonte, Position 3, 3-year term to expire 2/28/2025
- Ashton Alvarez McCartney, Position 5, partial term to expire 2/28/2023

Cmbr. Furutani seconded. The motion to confirm the Mayor’s appointments to the Planning Commission carried unanimously.

RESOLUTION 1847/City Recognition of Juneteenth Holiday

City Administrator Hill presented the item and responded to questions. Council discussion followed.

Cmbr. Bodi moved to waive the three-touch rule for this item. **Cmbr. Kassover seconded. The motion to approve waiving the three-touch rule carried, with a dissenting vote from Cmbr. Lebo.**

Deputy Mayor French moved to amend section 1 to the Resolution to recognize the importance of Juneteenth as an additional holiday. **Cmbr. Riddle seconded. The motion to approve the amendment carried unanimously.**

Cmbr. Riddle moved to approve as presented Resolution 1847/Declaring Juneteenth, June 19th, a City Holiday in Remembrance of the Day African American Slaves Learned of Their Freedom with an amendment to section 1 recognizing the importance of Juneteenth as an additional holiday. **Deputy Mayor French seconded. The motion to approve Resolution 1847 carried unanimously.**

RESOLUTION 1848/Authorizing the Mayor to Sign American Rescue Plan Act (ARPA) Grant Agreement between the City and Two Trading Tigers, LLC

City Administrator Hill presented the item and responded to questions, noting the item will be brought back for action at a future meeting.

COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they attended.

EXECUTIVE SESSION – Potential Litigation pursuant to RCW 42.30.110(1)(i)

The City Council went into Executive Session at 9:00 p.m. for approximately 20 minutes to consider potential litigation, pursuant to RCW 42.30.110(1)(i). The Council returned from Executive Session at 9:30 p.m. No announcements were made and no action was taken.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:30 p.m.

Jeff Johnson, Mayor

Matthew McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
6/23/2022

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 83684 through 83728 in the amount of \$362,394.43 and PAYROLL FUND ACH transactions in the amount of \$351,426.66 are approved for payment this 23rd day of June, 2022.

Additional approved transactions are:

ACH transaction Lexis Nexis in the amount of \$257.26

ACH transaction US Bank in the amount of \$67,753.47

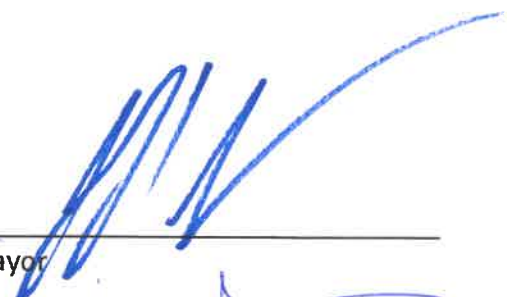
ACH transaction Washington State Department of Revenue in the amount of \$165,251.66

ACH transaction Wex Bank-Chevron in the amount of \$158.31

Total approved claim fund transactions: \$947,241.79



City Clerk



Mayor



Finance Committee

Accounts Payable

Voucher Approval Document

User: dmeagher
 Printed: 06/15/2022 - 1:17PM
 Batch: 00015.06.2022



CLAIM VOUCHER

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

CERTIFICATION

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	108,561.67
101	Street Fund	9,873.06
302	Transportation Capital Fund	26,520.77
401	Sewer Utility Fund	352,677.93
403	Surface Water Fund	13,667.41
404	Surface Water Capital Fund	3,462.50
407	PWTF Repayment Fund	366.45
501	Vehicle Equip Replacement Fund	3,551.69
631	Treasurer's Clearing Fund	8,904.48
635	Northshore Emergency Mgmt	475.70
Report Total:		528,061.66

Accounts Payable

Computer Check Register

User: dmeagher
 Printed: 06/15/2022 - 1:13PM
 Batch: 00015.06.2022
 Bank Account: Operatin



Check	Vendor No	Vendor Name	Date	Invoice No	amount
83684	AARDPEST	AARD Pest Control, Inc	6/23/2022		
				58184	109.00
				58182	142.03
		Check 83684 Total:			251.03
83685	ADMNCORT	Washington Courts/Admin. O	6/23/2022		
				JS01363761	13.00
		Check 83685 Total:			13.00
83686	ALLBATT	All Battery Sales & Service Ir	6/23/2022		
				100-10016467	92.54
		Check 83686 Total:			92.54
83687	AMERTRAF	American Traffic Solutions In	6/23/2022		
				INV0034569	61,750.00
		Check 83687 Total:			61,750.00
83688	BASLER	Anthony Carl Basler	6/23/2022		
				060122	130.00
		Check 83688 Total:			130.00
83689	BROBEAR	Brown Bear Car Wash	6/23/2022		
				64-0422	9.00
		Check 83689 Total:			9.00
83690	BUILDINT	Builders Interiors	6/23/2022		
				CG201223	7,176.70
		Check 83690 Total:			7,176.70
83691	CADMAN	Cadman Materials, Inc.	6/23/2022		
				5836460	111.07
		Check 83691 Total:			111.07
83692	CENTURY2	Century Link	6/23/2022		
				2063630302 5/22	33.54
				2063630302 5/22	40.25
				2063630302 5/22	33.54
				2063630302 5/22	21.47
				2063630302 5/22	5.37
		Check 83692 Total:			134.17
83693	CONFIDAT	James Santerelli Enterprises	6/23/2022		

					Section 8, Item C.	
Check	Vendor No	Vendor Name	Date	Invoice No		
				212661	32.33	
				212661	23.62	
				212661	38.66	
				212661	807.39	
				Check 83693 Total:		902.00
83694	DEPTLI	Washington State Department	6/23/2022			
				060222	180.00	
				060222	36.00	
				060222	3.00	
				Check 83694 Total:		219.00
83695	EASTPUBS	Eastside Public Safety Comm	6/23/2022			
				10812	1,155.91	
				2067	614.16	
				10813	64.87	
				10813	77.85	
				10813	64.87	
				10813	41.52	
				10813	10.38	
				Check 83695 Total:		2,029.56
83696	GORDONTH	Gordon Thomas Honeywell G	6/23/2022			
				May 2022 1141	1,500.00	
				May 2022 1141	1,500.00	
				Check 83696 Total:		3,000.00
83697	HOMEDEPO	Home Depot/GECF	6/23/2022			
				4015469	33.05	
				Check 83697 Total:		33.05
83698	JOHNSTON	Johnston Group, LLC	6/23/2022			
				1328	1,962.50	
				1328	1,962.50	
				Check 83698 Total:		3,925.00
83699	KCLIQUER	King County Finance	6/23/2022			
				2142061	1,039.03	
				Check 83699 Total:		1,039.03
83700	KCNETWRK	King County Finance	6/23/2022			
				11012163	517.50	
				11012163	517.50	
				Check 83700 Total:		1,035.00
83701	KCPET	King County Pet License	6/23/2022			
				461932	15.00	
				461933	15.00	
				Check 83701 Total:		30.00
83702	KCROAD	King County Finance	6/23/2022			
				119018	4,005.58	
				119018	109.33	

Check	Vendor No	Vendor Name	Date	Invoice No	
Check 83702 Total:					4,114.91
83703	KCSEWER	King County Finance & Busir	6/23/2022	30034274	201,021.60
Check 83703 Total:					201,021.60
83704	KCVICTIM	King County Finance	6/23/2022	053022	89.43
Check 83704 Total:					89.43
83705	KDHCONSU	KDH Consulting, Inc	6/23/2022	56830	602.11
Check 83705 Total:					602.11
83706	LANGUAGE	Language Line Services	6/23/2022	10552435	17.15
Check 83706 Total:					17.15
83707	LEHMANRH	Rhonda Lehman	6/23/2022	500	475.70
				052722	30.00
Check 83707 Total:					505.70
83708	LFPUTIL	City of Lake Forest Park	6/23/2022	5035 6/22	51.50
				5035 6/22	61.80
				5035 6/22	51.50
				5035 6/22	32.96
				5035 6/22	8.24
				6471 6/22	138.86
				5231 6/22	216.30
Check 83708 Total:					561.16
83709	MADROLAW	Madrona Law Group, PLLC	6/23/2022	11399	50.00
				11398	279.00
				11396	9,453.00
				11397	1,178.00
Check 83709 Total:					10,960.00
83710	MOON	Moon Security Service Inc.	6/23/2022	1135308	434.00
				1135397	434.00
				1135197	434.00
				1135152	372.00
				1135065	372.00
Check 83710 Total:					2,046.00
83711	NAVIA-1	Navia Benefit Solutions	6/23/2022	10475240	5.55
				10475240	1.41
				10475240	9.05
				10475240	11.68

Check	Vendor No	Vendor Name	Date	Invoice No	
				10475240	12.31
				10475240	8.73
				10475240	11.36
				10475240	13.64
				10475240	13.64
				10475240	4.77
				10475240	0.36
				10475240	2.73
				10475240	4.55
				10475240	0.22
				10475239	25.00
				10434220	500.00
				10434220	125.00
				10475239	6.25
				10434220	250.00
				10475239	12.50
				10475239	6.25
				10434220	125.00
			Check 83711 Total:		1,150.00
83712	PACEENG	PACE Engineers, Inc.	6/23/2022		
				83055	100.00
				83055	550.00
				83209	300.00
				83209	300.00
				83209	500.00
			Check 83712 Total:		1,750.00
83713	PACOFFA	Pacific Office Automation	6/23/2022		
				185561	239.23
			Check 83713 Total:		239.23
83714	PATSTREE	Pat's Trees & Landscape Inc.	6/23/2022		
				1028	4,279.00
				1032	968.00
			Check 83714 Total:		5,247.00
83715	PEERLESS	Peerless Network, Inc	6/23/2022		
				537157	137.18
				537157	137.18
				537157	137.18
				537157	137.18
				537157	34.30
				537157	41.15
				537157	34.30
				537157	21.95
				537157	5.49
				537157	137.18
				537157	274.37
			Check 83715 Total:		1,097.46
83716	PITBOWRE	Pitney Bowes-Reserve Acct.	6/23/2022		
				060222	3,600.00
				060222	200.00
				060222	600.00

Check	Vendor No	Vendor Name	Date	Invoice No	
				060222	800.00
				060222	800.00
		Check 83716 Total:			6,000.00
83717	PSE	Puget Sound Energy	6/23/2022	122558 5/22	317.89
		Check 83717 Total:			317.89
83718	REDCARP	Red Carpet Building Maint. Ir	6/23/2022	22-504	1,700.00
				22-503	3,112.77
		Check 83718 Total:			4,812.77
83719	STAPLES	Staples Advantage	6/23/2022	3509777753	2,267.62
				3509777751	12.98
				3509777752	1,074.58
		Check 83719 Total:			3,355.18
83720	STATEFIN	State Treasurer's Office	6/23/2022	053122	125.00
				053122	2,706.03
				053122	1,536.52
				053122	21.12
				053122	20.72
				053122	263.89
				053122	117.86
				053122	93.08
				053122	528.32
				053122	246.89
				053122	35.55
				053122	35.56
				053122	1,200.80
				053122	128.00
				053122	375.00
		Check 83720 Total:			7,434.34
83721	TRANSSOL	Transportation Solutions Inc	6/23/2022	18806	23,053.50
		Check 83721 Total:			23,053.50
83722	TRANSUN	TransUnion Vantage Data	6/23/2022	05223445	0.78
		Check 83722 Total:			0.78
83723	TRITEC	Tri-Tec Communications, Inc.	6/23/2022	660692	2,949.58
		Check 83723 Total:			2,949.58
83724	UTILUND	Utilities Underground Locatio	6/23/2022	2050171	134.16
		Check 83724 Total:			134.16

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
83725	VALLEYP	Valley Painting Inc.	6/23/2022	1924	1,588.80
Check 83725 Total:					1,588.80
83726	VANCOUVE	City of Vancouver	6/23/2022	0026454	325.00
Check 83726 Total:					325.00
83727	WESTACE	Westlake Hardware WA-153	6/23/2022	16700310	10.99
				16700298	19.80
				16700300	24.86
				16700316	15.29
				16700309	7.70
				16700315	8.80
				16700314	17.59
Check 83727 Total:					105.03
83728	WSPBCK	Washington State Patrol	6/23/2022	I22006772	147.00
				I22006772	66.25
Check 83728 Total:					213.25
Report Total:					361,572.18

Accounts Payable

Manual Check Register

User: dmeagher
 Printed: 06/14/2022 - 12:04PM
 Batch: 00023.06.2022



Section 8, Item C.

		amount	Invoice No
Check: 52203791	06/23/2022		
Vendor: MICROLOG	Micrology Inc.	291.12	87463
	Check total:	291.12	
Check: 52203792	06/23/2022		
Vendor: MICROLOG	Micrology Inc.	328.00	88602
	Check total:	328.00	
Check: 52205431	06/23/2022		
Vendor: ONTARGET	On-Target Solutions Group	295.00	3117
		175.00	3117
	Check total:	470.00	
Check: 52210101	06/23/2022		
Vendor: ADOBE	Adobe Inc.	256.42	2180719241
	Check total:	256.42	
Check: 52210102	06/23/2022		
Vendor: WASABI	Wasabi Technologies, Inc	8.81	1066815
	Check total:	8.81	
Check: 52210103	06/23/2022		
Vendor: GFOA	Government Finance Officers Association	190.00	050722
	Check total:	190.00	
Check: 52210401	06/23/2022		
Vendor: FAIRBRID	Fairbridge Inn & Suites Dupont	416.16	110551
	Check total:	416.16	
Check: 52210403	06/23/2022		
Vendor: WESTACE	Westlake Hardware WA-153	41.82	19026116510057
	Check total:	41.82	
Check: 52210404	06/23/2022		
Vendor: WESTACE	Westlake Hardware WA-153	79.23	050322
	Check total:	79.23	
Check: 52210405	06/23/2022		
Vendor: HOMEDEPO	Home Depot/GECF	272.63	050322
	Check total:	272.63	

Check: 52210406	06/23/2022		
Vendor: SEMIAHMO	Semiahmoo Resort	425.48	051122
	Check total:	425.48	
Check: 52210409	06/23/2022		
Vendor: ABMINTEL	ABM Intel, LLC	950.00	000124
	Check total:	950.00	
Check: 52218781	06/23/2022		
Vendor: AMAZON	Amazon	9.90	0315676-9801850
	Check total:	9.90	
Check: 52221011	06/23/2022		
Vendor: IIMC	International Institute of Municipal Clerks	115.00	480929d6e9c6
	Check total:	115.00	
Check: 52221012	06/23/2022		
Vendor: STARBUCK	Starbucks Store #373	44.04	051822
	Check total:	44.04	
Check: 52227001	05/18/2022		
Vendor: AWCWORK	Association of Washington Cities	50.00	51682446ED48449
	Check total:	50.00	
Check: 52227511	06/23/2022		
Vendor: AMAZON	Amazon	81.56	3385942-1957054
	Check total:	81.56	
Check: 52227512	06/23/2022		
Vendor: LINDELEC	Lind Electronics Design Co, Inc	550.82	62462
	Check total:	550.82	
Check: 52227701	06/23/2022		
Vendor: APWA	American Public Works Association	475.00	29325
	Check total:	475.00	
Check: 52227703	06/23/2022		
Vendor: CMAA	Construction Management Assoc of America	549.00	3885230
	Check total:	549.00	
Check: 52227704	06/23/2022		
Vendor: ALBERTSO	Albertsons	42.94	203030427700
	Check total:	42.94	
Check: 52227881	06/23/2022		
Vendor: GUARDSEC	Guardian Security	148.64	1229142
	Check total:	148.64	
Check: 52227882	06/23/2022		

Vendor: PSE	Puget Sound Energy	92.25	978592 4/22
	Check total:	92.25	
Check: 52227883	06/23/2022		
Vendor: SUMMITLA	Summit Law Group PLLC	6,816.00	135788
	Check total:	6,816.00	
Check: 52227884	06/23/2022		
Vendor: WASTEMGT	Waste Management Northwest	3,618.13	12097-2588-4
	Check total:	3,618.13	
Check: 52227885	06/23/2022		
Vendor: SUMMITLA	Summit Law Group PLLC	368.50	133395
	Check total:	368.50	
Check: 52227886	06/23/2022		
Vendor: VERIZWIR	Verizon Wireless	1,448.27	9903368897
		126.39	9903368897
		42.13	9903368897
		453.26	9903368897
		168.53	9903368897
		131.57	9903368897
		42.13	9903368897
		134.54	9903368897
		161.45	9903368897
		134.54	9903368897
		86.11	9903368897
		21.53	9903368897
	Check total:	2,950.45	
Check: 52227887	06/23/2022		
Vendor: NORTHCIT	North City Water District	49.14	20452 4/22
	Check total:	49.14	
Check: 52227888	06/23/2022		
Vendor: NORTHCIT	North City Water District	116.09	20342 4/22
	Check total:	116.09	
Check: 52227889	06/23/2022		
Vendor: PSE	Puget Sound Energy	10.89	230884 4/22
	Check total:	10.89	
Check: 52270331	06/23/2022		
Vendor: NACSUP	NAC Supply, Inc.	228.75	UMYJCQEVU
		274.50	UMYJCQEVU
		228.75	UMYJCQEVU
		146.40	UMYJCQEVU
		36.60	UMYJCQEVU
	Check total:	915.00	
Check: 52289524	06/23/2022		
Vendor: LODGSTED	The Lodge at St Edward Park		

		amo	Invoice No	Section 8, Item C.
		66.06	38706	
	Check total:	66.06		
Check: 52289531	06/23/2022			
Vendor: WMCA	WMCA Treasurer	75.00	042722	
	Check total:	75.00		
Check: 52289532	06/23/2022			
Vendor: IIMC	International Institute of Municipal Clerks	115.00	99dd303f31cb	
	Check total:	115.00		
Check: 52289533	06/23/2022			
Vendor: LODGSTED	The Lodge at St Edward Park	4,495.53	38706	
	Check total:	4,495.53		
Check: 52289535	06/23/2022			
Vendor: ALBERTSO	Albertsons	11.99	493743489530	
	Check total:	11.99		
Check: 52295771	06/23/2022			
Vendor: AMAZON	Amazon	413.98	1293351-1184238	
	Check total:	413.98		
Check: 52295772	06/23/2022			
Vendor: VOLGISTI	Volgistics Inc.	540.00	409387	
	Check total:	540.00		
Check: 52295773	06/23/2022			
Vendor: NELSOLAW	James Nelson Law	149.00	051022	
	Check total:	149.00		
Check: 52295774	06/23/2022			
Vendor: EXPEDIA	Expedia Travel	317.19	72303819358080	
	Check total:	317.19		
Check: 52295775	06/23/2022			
Vendor: EXPEDIA	Expedia Travel	563.20	72303823085827	
	Check total:	563.20		
Check: 52296351	06/23/2022			
Vendor: REICOOP	REI Co-Op	94.58	A242860302	
	Check total:	94.58		
Check: 52296352	06/23/2022			
Vendor: APPLE	Apple Corp	20.92	W1018731693	
	Check total:	20.92		
Check: 522278810	06/23/2022			
Vendor: INTEGPHN	Integra Telecom, Inc.	16.91	18349735	

		20.29	18349735
		16.91	18349735
		10.82	18349735
		2.71	18349735
		33.82	18349735
		33.82	18349735
		33.82	18349735
		33.82	18349735
		135.25	18349735
		67.64	18349735
	Check total:	405.81	
Check: 522278811	06/23/2022		
Vendor: SEALIGHT	Seattle City Light		
		13.05	383883 4/22
	Check total:	13.05	
Check: 522278812	06/23/2022		
Vendor: SEALIGHT	Seattle City Light		
		13.07	591504 4/22
	Check total:	13.07	
Check: 522278813	06/23/2022		
Vendor: SEALIGHT	Seattle City Light		
		2,884.39	558314 4/22
	Check total:	2,884.39	
Check: 522278814	06/23/2022		
Vendor: SEALIGHT	Seattle City Light		
		557.98	594203 4/22
	Check total:	557.98	
Check: 522278815	06/23/2022		
Vendor: NWCASCA	Northwest Cascade, Inc.		
		418.01	0552709349
	Check total:	418.01	
Check: 522278816	06/23/2022		
Vendor: INNOVAC	Innovac Services LLC		
		4,734.30	INV18980
	Check total:	4,734.30	
Check: 522278817	06/23/2022		
Vendor: SOUNDSEC	Sound Security Inc. (Sonitrol)		
		1,740.37	1050410
	Check total:	1,740.37	
Check: 522278818	06/23/2022		
Vendor: PACTOP	Pacific Topsoils, Inc.		
		35.18	18-T1193726
	Check total:	35.18	
Check: 522278819	06/23/2022		
Vendor: SMARSH	Smarsh		
		216.00	INV-3531
		27.00	INV-3531
		9.00	INV-3531
		9.00	INV-3531
		18.00	INV-3531
		9.00	INV-3531
		11.25	INV-3531

			amo	Invoice No	Section 8, Item C.
			13.50	INV-3531	
			11.25	INV-3531	
			7.20	INV-3531	
			1.80	INV-3531	
			1,151.47	INV-3531	
			-28.50	INV-3531-1	
Check total:			1,455.97		
Check: 522278820	06/23/2022				
Vendor: STERICYL	Stericycle, Inc.				
			20.72	3006002996	
Check total:			20.72		
Check: 522278821	06/23/2022				
Vendor: SEALIGHT	Seattle City Light				
			290.05	603750 4/22	
Check total:			290.05		
Check: 522278822	06/23/2022				
Vendor: SEALIGHT	Seattle City Light				
			23,697.56	701214 5/22	
Check total:			23,697.56		
Check: 522278823	06/23/2022				
Vendor: SEALIGHT	Seattle City Light				
			26.10	758771 4/22	
Check total:			26.10		
Check: 522278824	06/23/2022				
Vendor: WASTEMGT	Waste Management Northwest				
			2,917.58	0012135-2588-2	
Check total:			2,917.58		
Check: 522278825	06/23/2022				
Vendor: NWCASCA	Northwest Cascade, Inc.				
			174.05	0552717735	
Check total:			174.05		
Check: 522278826	06/23/2022				
Vendor: NWCASCA	Northwest Cascade, Inc.				
			190.55	0552736522	
Check total:			190.55		
Check: 522278827	06/23/2022				
Vendor: NWCASCA	Northwest Cascade, Inc.				
			504.11	0552709350	
Check total:			504.11		
Check: 522278828	06/23/2022				
Vendor: PSE	Puget Sound Energy				
			79.15	978592 5/22	
Check total:			79.15		
Total for Accounts Payable Check Run:			67,753.47		



Accounts Payable

Checks by Date - Summary by Check Date

User: aheller
Printed: 6/10/2022 8:48 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	06/08/2022	1,821.14
ACH	NAVIA	Navia Benefit Solutions, Inc.	06/08/2022	233.28
ACH	NAVIAFSA	Navia - FSA	06/08/2022	228.41
ACH	TEAMDR	National D.R.I.V.E.	06/08/2022	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	06/08/2022	1,015.76
ACH	WASUPREG	Washington State Support Registry	06/08/2022	200.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	06/08/2022	11,729.26
ACH	ZAWC	AWC	06/08/2022	42,241.47
ACH	ZEMPSEC	Employment Security Dept.	06/08/2022	515.23
ACH	ZGUILD	LFP Employee Guild	06/08/2022	725.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	06/08/2022	32,852.33
ACH	ZL&I	Washington State Department of Labor & I	06/08/2022	5,753.62
ACH	ZLEOFF	Law Enforcement Retirement	06/08/2022	14,868.54
ACH	ZLFPIRS	Lake Forest Park/IRS	06/08/2022	33,552.22
ACH	ZPERS	Public Employees Retirement	06/08/2022	23,511.61
ACH	ZTEAM	Teamsters Local Union #117	06/08/2022	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	06/08/2022	7,063.10
Total for 6/8/2022:				176,517.70
Report Total (17 checks):				176,517.70

Bank Reconciliation

Checks by Date

User: bwright
Printed: 06/16/2022 - 8:26AM
Cleared and Not Cleared Checks



Section 8, Item C.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	6/8/2022		DD 00508.06.2022	PR		174,908.96
Total Check Count:						1
Total Check Amount:						174,908.96

Accounts Payable

Voucher Approval List

User: dneagher

Printed: 06/15/2022 - 1:16PM

Batch: 00015.06.2022



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
83684	6/23/2022	AARD Pest Control, Inc	Forterra Pest Control	001-700-576-80-41-00	142.03
83684	6/23/2022	AARD Pest Control, Inc	City Hall Pest Control	001-710-518-30-41-01	109.00
83685	6/23/2022	Washington Courts/Admin. Office of the Courts	6/22 Domestic Violence Phone	001-500-557-20-42-00	13.00
83686	6/23/2022	All Battery Sales & Service Inc.	5/22 Battery Recycling	001-500-557-20-40-05	92.54
83687	6/23/2022	American Traffic Solutions Inc.	5/22 ATS Equipment Maintenance	001-321-521-70-41-00	61,750.00
83688	6/23/2022	Anthony Carl Basler	Interpreter	001-200-512-50-49-04	130.00
83689	6/23/2022	Brown Bear Car Wash	4/22 PD Car Wash	001-300-521-20-41-00	9.00
83690	6/23/2022	Builders Interiors	City Hall Carpet	001-710-518-30-41-01	7,176.70
83691	6/23/2022	Cadman Materials, Inc.	Sewer Manhole Repair	401-750-535-00-48-00	111.07
83692	6/23/2022	Century Link	5/22 PW Fax Line	101-730-544-90-42-00	33.54
83692	6/23/2022	Century Link	5/22 PW Fax Line	403-770-553-50-42-00	40.25
83692	6/23/2022	Century Link	5/22 PW Fax Line	401-750-535-00-42-00	33.54
83692	6/23/2022	Century Link	5/22 PW Fax Line	001-700-576-80-42-00	21.47
83692	6/23/2022	Century Link	5/22 PW Fax Line	001-710-518-30-42-00	5.37
83693	6/23/2022	James Santerelli Enterprises	5/22 Citywide Shredding	001-200-512-50-41-00	32.33
83693	6/23/2022	James Santerelli Enterprises	5/22 Citywide Shredding	001-130-514-89-41-00	23.62
83693	6/23/2022	James Santerelli Enterprises	5/22 Citywide Shredding	001-300-521-20-41-00	38.66
83693	6/23/2022	James Santerelli Enterprises	5/22 Citywide Shredding	001-160-514-20-41-00	807.39
83694	6/23/2022	Washington State Department of Licensing	5/22 Concealed Weapons Permit Background Check	631-000-589-30-00-00	180.00
83694	6/23/2022	Washington State Department of Licensing	5/22 Concealed Weapons Permit Background Check	631-000-589-31-00-00	36.00
83694	6/23/2022	Washington State Department of Licensing	5/22 Concealed Weapons Permit Background Check	631-000-589-33-00-00	3.00
83695	6/23/2022	Eastside Public Safety Comm.	6/22 PD Radio Access Fees	001-300-521-20-42-00	1,155.91
83695	6/23/2022	Eastside Public Safety Comm.	6/22 PW Radio Access Fees	101-730-544-90-42-00	64.87
83695	6/23/2022	Eastside Public Safety Comm.	6/22 PW Radio Access Fees	403-770-553-50-42-00	77.85
83695	6/23/2022	Eastside Public Safety Comm.	6/22 PW Radio Access Fees	401-750-535-00-42-00	64.87
83695	6/23/2022	Eastside Public Safety Comm.	6/22 PW Radio Access Fees	001-700-576-80-42-00	41.52
83695	6/23/2022	Eastside Public Safety Comm.	6/22 PW Radio Access Fees	001-710-518-30-42-00	10.38
83695	6/23/2022	Eastside Public Safety Comm.	6/22 PD Radio Maintenance	001-300-521-20-42-00	614.16
83696	6/23/2022	Gordon Thomas Honeywell Gov't. Affairs, LLC	5/22 State Legislative Advocacy	302-900-511-70-40-00	1,500.00
83696	6/23/2022	Gordon Thomas Honeywell Gov't. Affairs, LLC	5/22 State Legislative Advocacy	404-785-531-70-41-00	1,500.00
83697	6/23/2022	Home Depot/GECF	Parks Maintenance	001-700-576-80-48-00	33.00

Section 8, Item C.

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
0	6/23/2022	Invoice Cloud	5/22 E-Payment Service	401-750-535-00-41-00	762.25
0	6/23/2022	Invoice Cloud	5/22 E-Payment Service	001-160-514-20-41-00	60.00
83698	6/23/2022	Johnston Group, LLC	6/22 Federal Legislative Advocacy	302-900-511-70-40-00	1,962.50
83698	6/23/2022	Johnston Group, LLC	6/22 Federal Legislative Advocacy	404-785-531-70-41-00	1,962.50
83699	6/23/2022	King County Finance	1/22-3/22 Liquor Profit Excise Tax	001-510-566-00-40-00	1,039.03
83700	6/23/2022	King County Finance	5/22 Network Services	001-130-514-89-42-00	517.50
83700	6/23/2022	King County Finance	5/22 Network Services	001-300-521-20-42-00	517.50
83701	6/23/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
83701	6/23/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
83702	6/23/2022	King County Finance	Sign Markings	101-720-542-64-40-02	4,005.58
83702	6/23/2022	King County Finance	Pavement Markings	101-720-542-64-40-03	109.33
83703	6/23/2022	King County Finance & Business	6/22 Sewer Utilities	401-750-535-00-40-00	201,021.60
83704	6/23/2022	King County Finance	5/22 Crime Victim Payment	631-000-589-30-00-01	89.43
83705	6/23/2022	KDH Consulting, Inc	Meraki Configuration	501-000-518-80-40-00	602.11
83706	6/23/2022	Language Line Services	Interpreters	001-200-512-50-49-04	17.15
83707	6/23/2022	Rhonda Lehman	WASPC Conference Travel	001-300-521-20-43-00	30.00
83707	6/23/2022	Rhonda Lehman	5/22 NEMCO Services Contract	635-000-589-40-00-06	475.70
0	6/23/2022	LexisNexis Risk Data Mgmt. Inc.	5/22 Investigation Subscription	001-300-521-20-49-00	257.26
83708	6/23/2022	City of Lake Forest Park	19201 Ballinger Way NE	101-730-544-90-47-00	51.50
83708	6/23/2022	City of Lake Forest Park	19201 Ballinger Way NE	403-770-553-50-47-00	61.80
83708	6/23/2022	City of Lake Forest Park	19201 Ballinger Way NE	401-750-535-00-47-00	51.50
83708	6/23/2022	City of Lake Forest Park	19201 Ballinger Way NE	001-700-576-80-47-00	32.96
83708	6/23/2022	City of Lake Forest Park	19201 Ballinger Way NE	001-710-518-30-47-00	8.24
83708	6/23/2022	City of Lake Forest Park	17425 Ballinger Way NE	001-710-518-30-47-01	216.30
83708	6/23/2022	City of Lake Forest Park	17347 Beach Drive NE	001-700-576-80-47-00	138.86
83709	6/23/2022	Madrona Law Group, PLLC	5/22 Attorney Fees	001-120-515-41-40-00	9,453.00
83709	6/23/2022	Madrona Law Group, PLLC	5/22 Attorney Fees-PSE	001-120-515-41-40-00	1,178.00
83709	6/23/2022	Madrona Law Group, PLLC	5/22 Attorney Fees-PRR	001-120-515-41-40-00	279.00
83709	6/23/2022	Madrona Law Group, PLLC	5/22 Attorney Fees-WFSE v. State of Washington	001-120-515-41-40-00	50.00
83710	6/23/2022	Moon Security Service Inc.	EHM-GPS	001-400-523-60-40-01	372.00
83710	6/23/2022	Moon Security Service Inc.	EHM-GPS	001-400-523-60-40-01	372.00
83710	6/23/2022	Moon Security Service Inc.	EHM-Scram	001-200-523-30-31-01	434.00
83710	6/23/2022	Moon Security Service Inc.	EHM-Scram	001-400-523-60-40-01	434.00
83710	6/23/2022	Moon Security Service Inc.	EHM-Scram	001-200-523-30-31-01	434.00
83711	6/23/2022	Navia Benefit Solutions	Flexible Spending Plan Fee	001-130-514-89-20-00	500.00
83711	6/23/2022	Navia Benefit Solutions	Flexible Spending Plan Fee	001-160-514-20-20-00	125.00
83711	6/23/2022	Navia Benefit Solutions	Flexible Spending Plan Fee	001-200-512-50-20-00	250.00
83711	6/23/2022	Navia Benefit Solutions	Flexible Spending Plan Fee	401-750-535-00-20-00	125.00
83711	6/23/2022	Navia Benefit Solutions	5/22 FSA Participation Fee	001-130-514-89-20-00	25.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
83711	6/23/2022	Navia Benefit Solutions	5/22 FSA Participation Fee	001-160-514-20-20-00	6.25
83711	6/23/2022	Navia Benefit Solutions	5/22 FSA Participation Fee	001-200-512-50-20-00	12.50
83711	6/23/2022	Navia Benefit Solutions	5/22 FSA Participation Fee	401-750-535-00-20-00	6.25
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	001-700-576-80-20-00	5.55
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	001-710-518-30-20-00	1.41
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	101-730-544-90-20-00	9.05
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	401-750-535-00-20-00	11.68
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	403-770-553-50-20-00	12.31
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	001-600-558-60-20-00	8.73
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	001-160-514-20-20-00	11.36
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	001-200-512-50-20-00	13.64
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	001-130-514-89-20-00	13.64
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	302-902-595-10-20-00	4.77
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	001-610-558-50-20-00	0.36
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	001-500-557-20-20-00	2.73
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	001-300-521-20-20-00	4.55
83711	6/23/2022	Navia Benefit Solutions	5/22 HRA Participation Fee	001-110-513-10-20-00	0.22
83712	6/23/2022	PACE Engineers, Inc.	NPDES Support	001-600-558-60-41-01	100.00
83712	6/23/2022	PACE Engineers, Inc.	Birk SP 2021-REGP-0012	001-600-558-60-41-01	550.00
83712	6/23/2022	PACE Engineers, Inc.	Wang SP 2017 REGP-0014	001-600-558-60-41-01	300.00
83712	6/23/2022	PACE Engineers, Inc.	Seofield BLA 2020-LLA-0001	001-600-558-60-41-01	300.00
83712	6/23/2022	PACE Engineers, Inc.	Kaplan SFR 2022-BLD-0022	001-600-558-60-41-01	500.00
83713	6/23/2022	Pacific Office Automation	2/28/22-5/30/22 Police Copies	001-300-521-20-31-00	239.23
83714	6/23/2022	Pat's Trees & Landscape Inc.	Roadside Maintenance Emergency-Tree Removal	101-720-542-70-40-00	4,279.00
83714	6/23/2022	Pat's Trees & Landscape Inc.	Roadside Maintenance-Tree Removal	101-720-542-70-40-00	968.00
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	001-110-513-10-42-00	137.18
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	001-130-514-89-42-00	137.18
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	001-160-514-20-42-00	137.18
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	001-600-558-60-42-00	137.18
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	101-730-544-90-42-00	34.30
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	403-770-553-50-42-00	41.15
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	401-750-535-00-42-00	34.30
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	001-700-576-80-42-00	21.95
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	001-710-518-30-42-00	5.49
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	001-200-512-50-42-00	137.18
83715	6/23/2022	Peerless Network, Inc	6/22 Communications	001-300-521-20-42-00	274.37
83716	6/23/2022	Pitney Bowes-Reserve Acct.	Postage Machine Refill	001-130-514-89-42-00	3,600.
83716	6/23/2022	Pitney Bowes-Reserve Acct.	Postage Machine Refill	001-110-513-10-42-00	200.
83716	6/23/2022	Pitney Bowes-Reserve Acct.	Postage Machine Refill	001-160-514-20-42-00	600.

Section 8, Item C.

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
83716	6/23/2022	Pitney Bowes-Reserve Acct.	Postage Machine Refill	001-200-512-50-42-00	800.00
83716	6/23/2022	Pitney Bowes-Reserve Acct.	Postage Machine Refill	001-300-521-20-42-00	800.00
83717	6/23/2022	Puget Sound Energy	5/22 55th Avenue Lighting	101-730-544-90-47-00	317.89
83718	6/23/2022	Red Carpet Building Maint. Inc.	5/22 Janitorial Services	001-710-518-30-41-00	3,112.77
83718	6/23/2022	Red Carpet Building Maint. Inc.	5/22 COVID Mitigation	001-320-525-60-41-00	1,700.00
83719	6/23/2022	Staples Advantage	Facility Operating Supplies	001-710-518-30-31-01	12.98
83719	6/23/2022	Staples Advantage	Facilities Small Tools and Equipment	001-710-518-30-32-00	1,074.58
83719	6/23/2022	Staples Advantage	Office Supplies	001-130-514-89-31-00	2,267.62
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-89-00-04	125.00
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-20-00-00	2,706.03
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-20-00-01	1,536.52
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-20-00-02	21.12
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-89-00-02	20.72
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-25-00-00	263.89
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-89-09-00	117.86
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-85-01-00	93.08
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-25-00-01	528.32
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-25-05-00	246.89
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-89-00-00	35.55
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-89-00-01	35.56
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-20-00-03	1,200.80
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-589-30-00-03	128.00
83720	6/23/2022	State Treasurer's Office	5/22 Court Fines/Forfeits	631-000-586-89-00-05	375.00
0	6/23/2022	State of Washington	1/19 Amended Excise Tax	401-750-535-00-49-00	91.26
0	6/23/2022	State of Washington	1/19 Amended Excise Tax	401-750-535-10-40-00	1,635.01
0	6/23/2022	State of Washington	1/20 Amended Excise Tax	401-750-535-10-40-00	1,729.77
0	6/23/2022	State of Washington	1/20 Amended Excise Tax	401-750-535-00-49-00	27.49
0	6/23/2022	State of Washington	1/21 Amended Excise Tax	401-750-535-10-40-00	2,130.59
0	6/23/2022	State of Washington	1/21 Amended Excise Tax	401-750-535-00-49-00	43.70
0	6/23/2022	State of Washington	1/21 Amended Excise Tax	631-000-589-30-00-05	619.10
0	6/23/2022	State of Washington	2/19 Amended Excise Tax	401-750-535-10-40-00	3,562.29
0	6/23/2022	State of Washington	2/19 Amended Excise Tax	401-750-535-00-49-00	186.73
0	6/23/2022	State of Washington	2/20 Amended Excise Tax	401-750-535-00-49-00	65.68
0	6/23/2022	State of Washington	2/20 Amended Excise Tax	401-750-535-10-40-00	4,134.51
0	6/23/2022	State of Washington	2/21 Amended Excise Tax	401-750-535-10-40-00	5,379.37
0	6/23/2022	State of Washington	2/21 Amended Excise Tax	401-750-535-00-49-00	86.25
0	6/23/2022	State of Washington	2/21 Amended Excise Tax	631-000-589-30-00-05	46.89
0	6/23/2022	State of Washington	3/19 Amended Excise Tax	401-750-535-10-40-00	3,554.93
0	6/23/2022	State of Washington	3/19 Amended Excise Tax	401-750-535-00-49-00	174.40

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
0	6/23/2022	State of Washington	3/20 Amended Excise Tax	401-750-535-10-40-00	2,165.38
0	6/23/2022	State of Washington	3/20 Amended Excise Tax	401-750-535-00-49-00	34.42
0	6/23/2022	State of Washington	3/21 Amended Excise Tax	401-750-535-10-40-00	2,951.61
0	6/23/2022	State of Washington	3/21 Amended Excise Tax	401-750-535-00-49-00	47.87
0	6/23/2022	State of Washington	3/21 Amended Excise Tax	631-000-589-30-00-05	60.14
0	6/23/2022	State of Washington	4/19 Amended Excise Tax	401-750-535-00-49-00	212.50
0	6/23/2022	State of Washington	4/19 Amended Excise Tax	401-750-535-10-40-00	4,640.73
0	6/23/2022	State of Washington	4/20 Amended Excise Tax	401-750-535-00-49-00	59.15
0	6/23/2022	State of Washington	4/20 Amended Excise Tax	401-750-535-10-40-00	3,722.95
0	6/23/2022	State of Washington	4/21 Amended Excise Tax	401-750-535-10-40-00	5,583.28
0	6/23/2022	State of Washington	4/21 Amended Excise Tax	401-750-535-00-49-00	88.72
0	6/23/2022	State of Washington	5/19 Amended Excise Tax	401-750-535-10-40-00	1,733.47
0	6/23/2022	State of Washington	5/19 Amended Excise Tax	401-750-535-00-49-00	73.67
0	6/23/2022	State of Washington	5/20 Amended Excise Tax	401-750-535-10-40-00	2,460.41
0	6/23/2022	State of Washington	5/20 Amended Excise Tax	401-750-535-00-49-00	39.09
0	6/23/2022	State of Washington	5/21 Amended Excise Tax	401-750-535-00-49-00	21.30
0	6/23/2022	State of Washington	5/21 Amended Excise Tax	401-750-535-10-40-00	1,231.76
0	6/23/2022	State of Washington	5/21 Amended Excise Tax	631-000-589-30-00-05	108.05
0	6/23/2022	State of Washington	5/22 Excise Tax	631-000-589-30-00-05	9.51
0	6/23/2022	State of Washington	5/22 Excise Tax	401-750-535-10-40-00	4,690.38
0	6/23/2022	State of Washington	5/22 Excise Tax	407-000-535-10-40-00	366.45
0	6/23/2022	State of Washington	5/22 Excise Tax	403-770-553-50-40-00	5,957.53
0	6/23/2022	State of Washington	5/22 Excise Tax	001-130-514-89-40-00	230.79
0	6/23/2022	State of Washington	6/19 Amended Excise Tax	401-750-535-00-49-00	155.01
0	6/23/2022	State of Washington	6/19 Amended Excise Tax	401-750-535-10-40-00	3,964.33
0	6/23/2022	State of Washington	6/20 Amended Excise Tax	401-750-535-00-49-00	83.98
0	6/23/2022	State of Washington	6/20 Amended Excise Tax	401-750-535-10-40-00	5,283.88
0	6/23/2022	State of Washington	6/21 Amended Excise Tax	401-750-535-10-40-00	5,393.55
0	6/23/2022	State of Washington	6/21 Amended Excise Tax	401-750-535-00-49-00	86.89
0	6/23/2022	State of Washington	6/21 Amended Excise Tax	631-000-589-30-00-05	74.72
0	6/23/2022	State of Washington	7/19 Amended Excise Tax	401-750-535-00-49-00	69.46
0	6/23/2022	State of Washington	7/19 Amended Excise Tax	401-750-535-10-40-00	1,945.50
0	6/23/2022	State of Washington	7/20 Amended Excise Tax	401-750-535-10-40-00	2,765.73
0	6/23/2022	State of Washington	7/20 Amended Excise Tax	401-750-535-00-49-00	47.90
0	6/23/2022	State of Washington	7/21 Amended Excise Tax	401-750-535-10-40-00	2,564.79
0	6/23/2022	State of Washington	7/21 Amended Excise Tax	401-750-535-00-49-00	40.76
0	6/23/2022	State of Washington	8/19 Amended Excise Tax	401-750-535-10-40-00	4,587.14
0	6/23/2022	State of Washington	8/19 Amended Excise Tax	401-750-535-00-49-00	148.90
0	6/23/2022	State of Washington	8/20 Amended Excise Tax	401-750-535-00-49-00	

Section 8, Item C.

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
0	6/23/2022	State of Washington	8/20 Amended Excise Tax	401-750-535-10-40-00	5,725.93
0	6/23/2022	State of Washington	8/21 Amended Excise Tax	401-750-535-10-40-00	5,343.29
0	6/23/2022	State of Washington	8/21 Amended Excise Tax	401-750-535-00-49-00	84.92
0	6/23/2022	State of Washington	9/19 Amended Excise Tax	401-750-535-00-49-00	55.64
0	6/23/2022	State of Washington	9/19 Amended Excise Tax	401-750-535-10-40-00	1,916.96
0	6/23/2022	State of Washington	9/20 Amended Excise Tax	401-750-535-10-40-00	2,232.79
0	6/23/2022	State of Washington	9/20 Amended Excise Tax	401-750-535-00-49-00	35.48
0	6/23/2022	State of Washington	9/21 Amended Excise Tax	401-750-535-00-49-00	33.71
0	6/23/2022	State of Washington	9/21 Amended Excise Tax	401-750-535-10-40-00	2,525.89
0	6/23/2022	State of Washington	10/18 Amended Excise Tax	401-750-535-10-40-00	4,886.94
0	6/23/2022	State of Washington	10/18 Amended Excise Tax	401-750-535-00-49-00	317.10
0	6/23/2022	State of Washington	10/19 Amended Excise Tax	401-750-535-10-40-00	4,737.13
0	6/23/2022	State of Washington	10/19 Amended Excise Tax	401-750-535-00-49-00	121.93
0	6/23/2022	State of Washington	10/20 Amended Excise Tax	401-750-535-00-49-00	88.86
0	6/23/2022	State of Washington	10/20 Amended Excise Tax	401-750-535-10-40-00	5,655.64
0	6/23/2022	State of Washington	10/20 Amended Excise Tax	403-770-553-50-40-00	7,347.71
0	6/23/2022	State of Washington	10/20 Amended Excise Tax	403-770-553-50-49-00	117.78
0	6/23/2022	State of Washington	10/21 Amended Excise Tax	401-750-535-10-40-00	5,260.77
0	6/23/2022	State of Washington	10/21 Amended Excise Tax	401-750-535-00-49-00	57.23
0	6/23/2022	State of Washington	11/18 Amended Excise Tax	401-750-535-10-40-00	1,789.78
0	6/23/2022	State of Washington	11/18 Amended Excise Tax	401-750-535-00-49-00	111.55
0	6/23/2022	State of Washington	11/19 Amended Excise Tax	401-750-535-00-49-00	32.50
0	6/23/2022	State of Washington	11/19 Amended Excise Tax	401-750-535-10-40-00	1,455.49
0	6/23/2022	State of Washington	11/20 Amended Excise Tax	401-750-535-10-40-00	2,333.35
0	6/23/2022	State of Washington	11/20 Amended Excise Tax	401-750-535-00-49-00	37.07
0	6/23/2022	State of Washington	11/21 Amended Excise Tax	401-750-535-10-40-00	2,915.49
0	6/23/2022	State of Washington	11/21 Amended Excise Tax	401-750-535-00-49-00	24.37
0	6/23/2022	State of Washington	11/21 Amended Excise Tax	403-770-553-50-40-00	11.03
0	6/23/2022	State of Washington	12/18 Amended Excise Tax	401-750-535-10-40-00	6,609.20
0	6/23/2022	State of Washington	12/18 Amended Excise Tax	401-750-535-00-49-00	389.54
0	6/23/2022	State of Washington	12/19 Amended Excise Tax	401-750-535-00-49-00	89.06
0	6/23/2022	State of Washington	12/19 Amended Excise Tax	401-750-535-10-40-00	4,699.38
0	6/23/2022	State of Washington	12/20 Amended Excise Tax	401-750-535-00-49-00	85.38
0	6/23/2022	State of Washington	12/20 Amended Excise Tax	401-750-535-10-40-00	5,372.80
0	6/23/2022	State of Washington	12/21 Amended Excise Tax	401-750-535-10-40-00	5,452.56
0	6/23/2022	State of Washington	12/21 Amended Excise Tax	401-750-535-00-49-00	36.15
83721	6/23/2022	Transportation Solutions Inc	SR104 Roundabout Design	302-920-595-64-63-05	23,053.44
83722	6/23/2022	TransUnion Vantage Data	Background Investigation	001-300-521-20-41-00	0.
83723	6/23/2022	Tri-Tec Communications, Inc.	Advanced Support 7/22-7/23	501-000-518-80-40-00	2,949.44

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
83724	6/23/2022	Utilities Underground Location Ctr.	5/22 Sewer Utility Services	401-750-535-00-47-00	134.16
83725	6/23/2022	Valley Painting Inc.	City Hall Painting	001-710-518-30-41-01	1,588.80
83726	6/23/2022	City of Vancouver	Training-Fairholm	001-300-521-20-49-01	325.00
83727	6/23/2022	Westlake Hardware WA-153	Sewer Operating Supplies-Manholes	401-750-535-00-31-01	19.80
83727	6/23/2022	Westlake Hardware WA-153	Parks Repair-Lyon Creek	001-700-576-80-48-00	24.86
83727	6/23/2022	Westlake Hardware WA-153	Parks Operating Supplies	001-700-576-80-31-01	7.70
83727	6/23/2022	Westlake Hardware WA-153	City Hall Operating Supplies-Council Chambers	001-710-518-30-31-01	10.99
83727	6/23/2022	Westlake Hardware WA-153	Parks Maintenance-Horizon View	001-700-576-80-48-00	17.59
83727	6/23/2022	Westlake Hardware WA-153	Parks Maintenance	001-700-576-80-48-00	8.80
83727	6/23/2022	Westlake Hardware WA-153	Parks Repairs/Maintenance-Tennis Courts	001-700-576-80-48-00	15.29
0	6/23/2022	Wex Bank - Chevron	5/22 PD Fuel	001-300-521-20-32-00	158.31
83728	6/23/2022	Washington State Patrol	5/22 Entertainment License Background Check	631-000-589-30-00-06	147.00
83728	6/23/2022	Washington State Patrol	5/22 Concealed Weapons Permit Background Check	631-000-589-32-00-00	66.25
Warrant Total:					528,061.66

Accounts Payable

GL Distribution Report

User: dneagher
 Printed: 6/14/2022 - 12:04 PM
 Batch: 00023.06.2022
 Fiscal Period: 6
 JE Date: 6/23/2022 12:00:00 AM



Fund	DR Amount	CR Amount	Account Number	Description
001 General Fund				
	0.00	27,211.42	001-000-111-10-00-00	Cash
	11.99	0.00	001-100-511-60-43-00	Travel Exp. (lodging, meals)
	4,495.53	0.00	001-100-511-60-43-00	Travel Exp. (lodging, meals)
	66.06	0.00	001-100-511-60-43-00	Travel Exp. (lodging, meals)
	20.92	0.00	001-110-513-10-31-00	Office/Operating Supplies
	42.94	0.00	001-110-513-10-31-00	Office/Operating Supplies
	6,816.00	0.00	001-110-513-10-41-00	Professional Services
	368.50	0.00	001-110-513-10-41-00	Professional Services
	27.00	0.00	001-110-513-10-42-00	Communications
	126.39	0.00	001-110-513-10-42-00	Communications
	33.82	0.00	001-110-513-10-42-00	Communications
	94.58	0.00	001-110-513-10-49-02	Volunteer & Staff Recognition
	44.04	0.00	001-130-514-89-31-00	Office/Operating Supplies
	42.13	0.00	001-130-514-89-42-00	Communications
	33.82	0.00	001-130-514-89-42-00	Communications
	115.00	0.00	001-130-514-89-49-00	Dues / Subscriptions
	75.00	0.00	001-130-514-89-49-00	Dues / Subscriptions
	115.00	0.00	001-130-514-89-49-00	Dues / Subscriptions
	33.82	0.00	001-160-514-20-42-00	Communications
	453.26	0.00	001-160-514-20-42-00	Communications
	190.00	0.00	001-160-514-20-49-00	Dues / Subscriptions
	9.90	0.00	001-200-512-50-31-00	Court Supplies
	168.53	0.00	001-200-512-50-42-00	Communications
	135.25	0.00	001-200-512-50-42-00	Communications
	18.00	0.00	001-200-512-50-42-00	Communications
	41.82	0.00	001-300-521-20-31-01	Operations / Vehicle Supplies
	272.63	0.00	001-300-521-20-31-01	Operations / Vehicle Supplies
	79.23	0.00	001-300-521-20-31-01	Operations / Vehicle Supplies
	20.72	0.00	001-300-521-20-41-00	Professional Services
	67.64	0.00	001-300-521-20-42-00	Communications
	1,448.27	0.00	001-300-521-20-42-00	Communications

Fund	DR Amount	CR Amount	Account Number	Description
	216.00	0.00	001-300-521-20-42-00	Communications
	425.48	0.00	001-300-521-20-43-00	Travel Exp. (lodging, meals)
	563.20	0.00	001-300-521-20-43-00	Travel Exp. (lodging, meals)
	317.19	0.00	001-300-521-20-43-00	Travel Exp. (lodging, meals)
	416.16	0.00	001-300-521-20-43-00	Travel Exp. (lodging, meals)
	413.98	0.00	001-300-521-20-48-01	Office Equip. - Repair & Maint.
	175.00	0.00	001-300-521-20-49-01	Training
	950.00	0.00	001-300-521-20-49-01	Training
	295.00	0.00	001-300-521-20-49-01	Training
	149.00	0.00	001-300-521-20-49-01	Training
	290.05	0.00	001-321-521-70-41-01	Professional Services
	26.10	0.00	001-321-521-70-41-01	Professional Services
	9.00	0.00	001-600-558-60-42-00	Communications
	33.82	0.00	001-600-558-60-42-00	Communications
	131.57	0.00	001-600-558-60-42-00	Communications
	9.00	0.00	001-610-558-50-42-00	Communications
	42.13	0.00	001-610-558-50-42-00	Communications
	146.40	0.00	001-700-576-80-31-01	Operating Supplies
	7.20	0.00	001-700-576-80-42-00	Communications
	10.82	0.00	001-700-576-80-42-00	Communications
	86.11	0.00	001-700-576-80-42-00	Communications
	174.05	0.00	001-700-576-80-47-00	Utilities
	190.55	0.00	001-700-576-80-47-00	Utilities
	504.11	0.00	001-700-576-80-47-00	Utilities
	49.14	0.00	001-700-576-80-47-00	Utilities
	13.05	0.00	001-700-576-80-47-00	Utilities
	418.01	0.00	001-700-576-80-47-00	Utilities
	36.60	0.00	001-710-518-30-31-01	Operating Supplies
	21.53	0.00	001-710-518-30-42-00	Communications
	2.71	0.00	001-710-518-30-42-00	Communications
	1.80	0.00	001-710-518-30-42-00	Communications
	116.09	0.00	001-710-518-30-47-00	Utilities - P.W. Facilities
	148.64	0.00	001-710-518-30-47-00	Utilities - P.W. Facilities
	2,884.39	0.00	001-710-518-30-47-01	Utilities - City Hall
	92.25	0.00	001-710-518-30-47-01	Utilities - City Hall
	79.15	0.00	001-710-518-30-47-01	Utilities - City Hall
	1,740.37	0.00	001-710-518-30-47-01	Utilities - City Hall
	557.98	0.00	001-710-518-30-47-01	Utilities - City Hall
	27,211.42	27,211.42		

101 Street Fund

• Fund

Fund	DR Amount	CR Amount	Account Number	Description
302 Transportation Capital Fund	0.00	24,148.15	101-000-111-10-00-00	Cash
	23,697.56	0.00	101-720-542-63-40-00	Street Lighting Maintenance
	35.18	0.00	101-720-542-70-40-00	Roadside Maintenance
	228.75	0.00	101-730-544-90-31-01	Operating Supplies
	16.91	0.00	101-730-544-90-42-00	Communications
	134.54	0.00	101-730-544-90-42-00	Communications
	11.25	0.00	101-730-544-90-42-00	Utilities
	10.89	0.00	101-730-544-90-47-00	Utilities
	13.07	0.00	101-730-544-90-47-00	Utilities
	24,148.15	24,148.15		
401 Sewer Utility Fund	0.00	1,074.00	302-000-111-10-00-00	Cash
	549.00	0.00	302-901-542-10-41-00	Professional Services
	50.00	0.00	302-901-542-10-41-00	Professional Services
	475.00	0.00	302-901-542-10-41-00	Professional Services
	1,074.00	1,074.00		
403 Surface Water Fund	0.00	391.45	401-000-111-10-00-00	Cash
	228.75	0.00	401-750-535-00-31-01	Operating Supplies/Materials
	16.91	0.00	401-750-535-00-42-00	Communications
	134.54	0.00	401-750-535-00-42-00	Communications
	11.25	0.00	401-750-535-00-42-00	Communications
403 Surface Water Fund	391.45	391.45		
	0.00	12,367.87	403-000-111-10-00-00	Cash
	274.50	0.00	403-770-553-50-31-01	Operating Supplies
	291.12	0.00	403-770-553-50-31-01	Operating Supplies
	328.00	0.00	403-770-553-50-31-01	Operating Supplies
	9.00	0.00	403-770-553-50-42-00	Communications
	13.50	0.00	403-770-553-50-42-00	Communications
	20.29	0.00	403-770-553-50-42-00	Communications
	161.45	0.00	403-770-553-50-42-00	Communications
	3,618.13	0.00	403-770-553-50-48-00	System Maintenance & Operation
	4,734.30	0.00	403-770-553-50-48-00	System Maintenance & Operation
	2,917.58	0.00	403-770-553-50-48-00	System Maintenance & Operation

Fund	DR Amount	CR Amount	Account Number	Description
501 Vehicle Equip Replacement Fund	12,367.87	12,367.87		
	0.00	2,020.58	501-000-111-10-00-00	Cash
	8.81	0.00	501-000-518-80-40-00	Info.Svc. & Equip. Replacement
	0.00	28.50	501-000-518-80-40-00	Info.Svc. & Equip. Replacement
	256.42	0.00	501-000-518-80-40-00	Info.Svc. & Equip. Replacement
	550.82	0.00	501-000-518-80-40-00	Info.Svc. & Equip. Replacement
	1,151.47	0.00	501-000-518-80-40-00	Info.Svc. & Equip. Replacement
	81.56	0.00	501-000-518-80-40-00	Info.Svc. & Equip. Replacement
	2,049.08	2,049.08		
635 Northshore Emergency Mgmt	0.00	540.00	635-000-111-10-00-00	Cash Account
	540.00	0.00	635-000-589-40-00-05	Technology
	540.00	540.00		
Grand Total:	67,781.97	67,781.97		

Accounts Payable

GL Distribution Report

User: dmeagher
 Printed: 6/15/2022 - 1:18 PM
 Batch: 00015.06.2022
 Fiscal Period: 6
 JE Date: 06/23/2022



Fund	DR Amount	CR Amount	Account Number	Description
001 General Fund				
	0.00	107,855.31	001-000-111-10-00-00	Cash
	107,855.31	0.00	001-000-213-10-00-00	Claims Holding
	107,855.31	107,855.31		
101 Street Fund				
	0.00	9,873.06	101-000-111-10-00-00	Cash
	9,873.06	0.00	101-000-213-10-00-00	Claims Holding
	9,873.06	9,873.06		
302 Transportation Capital Fund				
	0.00	26,520.77	302-000-111-10-00-00	Cash
	26,520.77	0.00	302-000-213-10-00-00	Claims Holding
	26,520.77	26,520.77		
401 Sewer Utility Fund				
	0.00	201,613.77	401-000-111-10-00-00	Cash
	201,613.77	0.00	401-000-213-10-00-00	Claims Holding
	201,613.77	201,613.77		
403 Surface Water Fund				
	0.00	233.36	403-000-111-10-00-00	Cash
	233.36	0.00	403-000-213-10-00-00	Claims Holding
	233.36	233.36		
404 Surface Water Capital Fund				
	0.00	3,462.50	404-000-111-10-00-00	Cash
	3,462.50	0.00	404-000-213-10-00-00	Claims Holding

Fund	DR Amount	CR Amount	Account Number	Description
501 Vehicle Equip Replacement Fund	3,462.50	3,462.50		
	0.00	3,551.69	501-000-111-10-00-00	Cash
	3,551.69	0.00	501-000-213-10-00-00	Claims Holding
	3,551.69	3,551.69		
631 Treasurer's Clearing Fund	0.00	7,986.02	631-000-111-10-00-00	Cash
	7,986.02	0.00	631-000-213-10-00-00	Claims Holding
	7,986.02	7,986.02		
635 Northshore Emergency Mgmt	0.00	475.70	635-000-111-10-00-00	Cash Account
	475.70	0.00	635-000-213-10-00-00	Claims Holding
	475.70	475.70		
Grand Total:	361,572.18	361,572.18		



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 23, 2022
Originating Department	Public Works
Contact Person	Jeff Perrigo, Public Works Director Kim Adams Pratt, City Attorney
Title	Ordinance 1242/Authorizing the Mayor to Sign a non-exclusive Franchise Agreement with Puget Sound Energy, Inc. for providing electric and natural gas service.

Legislative History

- First Presentation June 23, 2022 Regular Meeting
- Second Presentation
- Action

Attachments:

1. Ordinance 1242
2. Exhibit A to Ordinance – Franchise Agreement
3. Map of PSE Electric Service Area
4. Map of Seattle City Light Service Area

Executive Summary

Puget Sound Energy (PSE) currently provides electric and natural gas service to Lake Forest Park. The City and PSE have been negotiating a new, nonexclusive franchise for these services. The proposed Franchise includes a fifteen-year term with the possibility of two extensions of five years each. The Franchise grants PSE the right to use public roads within the City to construct and operate its natural gas and electric transmission facilities. The terms of the Franchise include obtaining right-of-way permits from the City prior to performing work, a process for removing decommissioned poles, a process for decommissioned natural gas lines

to be “located” for individuals installing or repairing underground utilities, relocation of PSE facilities when the City undertakes any improvement projects; and requires a performance bond from PSE.

Background

RCW 35A.11.020 grants the City broad authority to regulate its right-of-way by. The City is authorized by RCW 35A.47.040 to grant nonexclusive franchises for use of the right-of-way for facilities to transmit natural gas and electricity for public service. The City is prohibited by RCW 35.21.860 from charging a franchise fee for use of the right-of-way for this type of franchise, except for administrative expenses and other fees such as right-of-way permit fees. The City is also authorized by chapter 35.21 RCW and chapter 3.18 of the LFPMC to impose a utility tax on electric energy and natural gas.

The City’s previous franchise for natural gas was with PSE’s predecessor Washington Natural Gas Company, which ran from 1988 to 2013. PSE provides electric transmission services to the area in the City shown on the PSE service area map attached. Seattle City Light provides electricity to the remaining customers in the City as shown on the Seattle City Light service area map attached, and its most recent franchise with the City was entered into in 2015 and expires in 2030.

Fiscal & Policy Implications

Alternatives

<i>Options</i>	<i>Results</i>
Authorize the dual franchise with PSE	Mayor will execute the franchise with PSE and both parties will work under its terms for the next 15 years with an option for two extensions of five years each.
Decline to authorize the dual franchise with PSE	Decline to authorize the dual franchise with PSE

Staff Recommendation

The Administration recommends approve of Ordinance 1242/Authorizing the Mayor to sign the Franchise Agreement with Puget Sound Energy for providing electric and natural gas transmission services.

ORDINANCE NO. 1242

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, GRANTING PUGET SOUND ENERGY, INC. A WASHINGTON CORPORATION ITS SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE, FIFTEEN YEAR FRANCHISE PROVIDING ELECTRIC AND NATURAL GASE SERVICE WITHIN THE CITY LIMITS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, RCW 35A.11.020 grants the City of Lake Forest Park ("City") broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City to "grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for . . . poles, conduits, tunnels and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, . . . for gas, . . . and other facilities for public service;" and

WHEREAS, Puget Sound Energy, Inc. ("PSE") currently provides electric and natural gas services for residences and businesses in the City; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of the residents of the City to grant a non-exclusive franchise to PSE for the operation of electrical energy and gas distribution systems within the City's boundaries; and

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

Section 1. GRANTING OF FRANCHISE . The City Council authorizes the Mayor to execute a non-exclusive Franchise Agreement with Puget Sound Energy, Inc. to provide electrical energy and natural gas services for a period of fifteen (15) years with the City on the terms and conditions set forth in the Franchise Agreement attached hereto as Exhibit A.

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

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

Section 4. EFFECTIVE DATE. This ordinance shall take effect after publication and upon acceptance by PSE as provided in Section 17 of Exhibit A.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this _____ day of _____, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: June 17, 2022
Adopted: _____
Posted: _____
Published: _____
Effective: _____

**FRANCHISE AGREEMENT BETWEEN
THE CITY OF LAKE FOREST PARK AND PUGET SOUND ENERGY, INC.**

Section 1. Definitions.

1.1 Where used in this franchise (the "Franchise") the following terms shall mean:

1.1.1 "City" means the City of Lake Forest Park, optional code city of the State of Washington, and its successors and assigns.

1.1.2 "Communication Systems" means equipment, devices, and other items used for communication purposes in connection with PSE's construction, use, operation, maintenance, repair or replacement of its Facilities in the Franchise Area and other permitted activities under this Franchise, including, without limitation, the operation and management of its natural gas and electric energy distribution systems. Communications Systems specifically excludes any equipment, devices, or systems installed or constructed to provide consumer telecommunications, cable television, or broadband data services at wholesale or retail within the City, whether by wire or wireless means, to persons other than PSE agents, employees, affiliates, contractors, or consultants.

1.1.3 "Decommissioned Pole" means a PSE owned utility pole located in the Franchise Area which is no longer needed to provide Regulated Service.

1.1.4 "Director" means the Public Works Director or their designee.

1.1.5 "Dispute" means any and all claims, controversies or disputes arising between the Parties relating to or in connection with this Franchise.

1.1.6 "Franchise Area" means any, every and all of the roads, streets, avenues, alleys, and highways, grounds and public places of the City as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys, highways, grounds and public places that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended by annexation or otherwise.

1.1.7 "Facilities" means, collectively, any and all (i) natural gas distribution systems, including gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, meters, meter-reading devices, and Communication Systems; (ii) electric transmission and distribution systems, including poles (with or without crossarms), wires, lines, conduits, cables, braces, guys, anchors and vaults, meter-reading devices, and Communication Systems as defined in Section 1.1.2; and (iii) any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground. The decommissioning by PSE of any Facilities as defined herein shall not act to remove the same from this definition.

1.1.8 "Force Majeure" means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a Party of any of its obligations under this Franchise, but only to the extent that and for so long as the event or circumstance is beyond the reasonable control of the affected Party; and only to the extent that the affected Party has taken commercially reasonable measures to avoid the effect of the event or circumstance on the affected Party's ability to perform its obligations hereunder and to mitigate the consequences of the event. Force Majeure shall include the following, to the extent also satisfying the criteria specified above: (a) acts of nature, including storms; (b) acts of public enemies, terrorism, war, insurrection or sabotage; (c) any form of compulsory government action or change in Law; (d) accidents or other casualties causing damage, loss or delay; (e) labor disturbances, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors, agents or employees; and (f) delay in obtaining or denial of any regulatory consents or approvals.

1.1.9 "Hazardous Substances" means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant that is specifically designated as such and regulated by any applicable Environmental Law.

1.1.10 "Environmental Laws" means and includes any Law relating to the protection of human health and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge or disposal of Hazardous Substances, such as the Model Toxics Control Act, RCW ch. 70.105D.

1.1.11 "Law" means any and all applicable federal, state or municipal law, code, statute, ordinance, rule, regulation or other requirement that is accorded the full force and effect of law and is binding upon the Parties to this Franchise, as such Law exists, is amended, or may be created during the Term. In the event of any conflict or inconsistency between any municipal law, code, statute, ordinance, rule, regulation or other requirement of the City and the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control.

1.1.12 "Ordinance" means Ordinance No. [REDACTED], which sets forth the terms and conditions of this Franchise.

1.1.13 "Party" means and is a reference to either PSE or the City, and "Parties" means and is a collective reference to PSE and the City.

1.1.14 "PSE" means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.15 "Public Improvement Project" means a capital improvement within the Franchise Area undertaken by or on behalf of the City that requires the relocation of Facilities within the Franchise Area, and such capital improvement is funded by the City or with other public monies obtained by the City for such capital improvement.

1.1.16 “Regulated Service” mean any utility, telecommunications or similar service that is subject to the jurisdiction of one or more federal or state agencies that regulate the terms and conditions of such service (including the Federal Energy Regulatory Commission, the Federal Communications Commission, and the WUTC).

1.17 “Tariff” means the term defined in WAC 480-80-030, as amended, or such similar definition promulgated by the WUTC, describing rate schedules, rules and regulations relating to charges and services as may be currently in effect or hereinafter adopted by the WUTC.

1.1.18 “Term” means the term of this Franchise, as set forth in Section 16 “Franchise Term.”

1.1.19 “Tree” means a self-supporting woody plant characterized by one main trunk or, for certain species, multiple trunks, typically reaching at least 12 to 15 feet in height at maturity that is recognized as a tree in the nursery and arboricultural industries.

1.1.20 “WUTC” means the Washington Utilities and Transportation Commission, and any successor agency with jurisdiction over the terms and condition of the services provided by PSE to its customers.

Section 2. Grant of Rights.

2.1 Pursuant to RCW 35A.47.040, the City hereby grants to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas and energy for power, heat, light and such other purposes for which gas and energy may be used.

2.2 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE’s rights under this Franchise. This Franchise shall not limit or constrain the exercise of the City’s police powers, nor shall this Franchise prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof, if so exercised and used in a manner that is consistent with the terms and conditions of this Franchise.

2.3 This Franchise shall not convey any right to PSE to install its Facilities on, under, over or across, or to otherwise use, any City-owned or leased properties of any kind that are located outside the Franchise Area. Further, this Franchise shall not govern or apply to Facilities located on PSE-owned or leased properties or easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired) and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise or pursuant to rights otherwise granted by the City.

2.4 Existing Facilities installed or maintained by PSE on public grounds and places within the City in accordance with prior franchise agreements (but which such Facilities are not within the

Franchise Area as defined in this Franchise) may continue to be maintained, repaired and operated by PSE at the location such Facilities exist as of the effective date of this Franchise for the term of this Franchise; provided, however, that no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant to Law.

Section 3. Utility Tax and Franchise Fee

3.1 Utility Tax. PSE acknowledges that the City is authorized under chapter 35.21 RCW, as amended, to impose a utility tax on PSE. Nothing in this franchise shall exempt nor be construed to exempt PSE from payment of this utility tax in accordance with the Lake Forest Park Municipal Code ("LFPMC").

3.2 Franchise Fee. The City acknowledges that it is precluded from imposing a franchise fee upon PSE pursuant to RCW 35.21.860, for use of the right-of-way except for administrative expenses, fees, taxes or charges authorized by chapter 35.21 RCW.

Section 4. PSE Use and Occupancy of Franchise Area.

4.1 PSE shall exercise its rights within the Franchise Area in accordance with Law. All work performed on PSE's Facilities within the Franchise Area shall be accomplished in a good and workmanlike manner, by means that minimize interference with the free passage of pedestrian or vehicle traffic, and by methods that allow for reasonable access to adjoining property, whether public or private. PSE shall post and maintain proper barricades, flags, flaggers, lights, flares, safety devices and other measures as required by Law. If work on PSE's Facilities within the Franchise Area shall impair the lateral support of the Franchise Area or adjacent properties, then PSE shall take such action as is reasonably necessary to restore and maintain the lateral support of the Franchise Area or such adjacent properties.

4.2 Prior to PSE engaging in any work on PSE's Facilities located within the Franchise Area, PSE shall apply for all necessary City permits to do such work, and shall, except to the extent contrary to or inconsistent with the terms and conditions of this Franchise, comply with all requirements and conditions of such permits. In the event of an emergency situation in which PSE's Facilities within the Franchise Area are in such a condition so as to endanger the property, life, health or safety of any individual, PSE may take immediate action to correct the dangerous condition without first obtaining any required permit, provided that PSE shall notify the Director telephonically or in person within twenty four (24) hours of the event, and provided that PSE applies for any necessary permit(s) from the City for such work as soon as reasonably practicable thereafter. For the purposes hereof, "as soon as reasonably practicable" means that the permit application shall be submitted to the City not later than ten (10) business days after the date of the commencement of the action that requires such permit, unless (i) otherwise agreed to by the Parties or (ii) delayed by a Force Majeure event consistent with Section 14.

4.3 PSE shall, after installation, construction, relocation, maintenance, removal or repair of any of PSE's Facilities within the Franchise Area, promptly restore the effected Franchise Area and any other City property situated within the Franchise Area that may be disturbed or damaged by such work, to at least the same condition as it was immediately prior to any such work. The City

shall not impose any fee, fine, charge or other cost or expense on PSE for such damage or disturbance, provided that such restoration work is completed to the reasonable satisfaction of the City. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored consistent with Law.

4.4 If it is reasonably determined that PSE has failed to restore the Franchise Area in accordance with Section 4.3, the City shall provide PSE with written notice including a description of actions the City believes are reasonably necessary to restore the Franchise Area. If the Franchise Area is not restored in accordance with the City's notice within thirty (30) days of that notice, or within a timeframe mutually agreed upon by the Parties, the City, or its authorized agent, may restore the Franchise Area. PSE shall be responsible for all costs and expenses incurred by the City in restoring the Franchise Area in accordance with this Section.

4.5 PSE shall have the right to cut, clear and remove vegetation overhanging or growing into PSE's Facilities within the Franchise Area so as to prevent such vegetation from coming in contact with such Facilities. The exercise of such right shall be subject to the City's prior permit approval, which shall not be unreasonably withheld, conditioned or delayed. PSE shall not apply any pesticide within the Franchise Area without the prior permit approval of the City, which shall not be unreasonably withheld, conditioned or delayed. Approvals for vegetation management may be requested by PSE and secured from the City by submitting to the City with an area-wide vegetation management plan. If such plan is approved by the City, no further reviews or approvals shall be required for vegetation management activities that are (a) included in the approved vegetation management plan and (b) consistent with the terms and conditions of the City's approval.

4.6 In exercising its rights pursuant to Section 4.5 and to the extent required for any of its activities pursuant to Section 4.5, PSE shall submit a utility forest management permit application to the City pursuant to chapter 16.14. LFPMC, which will provide for necessary tree maintenance and management. All pruning and removal of trees shall be done in accord with an approved utility forest management permit and chapter 16.14. LFPMC, to the extent applicable.

4.7 Except in an emergency situation, PSE shall inform residents in the immediately affected area at least ten (10) days prior to beginning work under this Section 4 that a scheduled project will commence, the dates and nature of the project, and provide a method by which residents may obtain further information. A door hanger or mailer may be used to satisfy this requirement.

4.8 PSE shall remove debris from all scheduled work performed under this Section 4 within one (1) business day of the work being performed, unless such debris removal is interrupted by an emergency situation, in which case PSE will remove such debris within one (1) business day after the end of the emergency situation. If the debris is not so removed, the City may remove the debris and PSE shall be responsible for all costs and expenses incurred by the City for said removal. The remedy granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

Section 5. Planning and Coordination.

5.1 The Parties shall each exercise best reasonable efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious

performance and completion of such work as a whole. In so doing, the Parties shall undertake cooperative planning so as to promote the coordinated timing, location and prosecution of such work within the Franchise Area. Upon the request of either Party, but not more often than annually unless otherwise agreed upon by the Parties, the Parties shall meet to discuss and coordinate future construction activities then being planned by either Party within the Franchise Area. Such discussions and coordination shall be for informational purposes only and shall not obligate either Party to undertake any specific improvements within the Franchise Area.

5.2 Pursuant to the Growth Management Act (GMA), chapter 36.70A RCW, the City is required to prepare and periodically update its Comprehensive Plan. RCW 36.70A.070 lists the mandatory elements that must be contained in the comprehensive plan, including a utilities element. Upon the reasonable request of the City, PSE agrees to participate in a cooperative effort with the City in updates to its utilities element to meet the GMA's requirements, to the extent such information can be provided consistent with Law.

5.3 The Parties agree to cooperate in the planning and implementation of emergency operations response procedures. PSE will engage in the City emergency planning process at the reasonable request of the City; such participation shall be for informational purposes only and shall not obligate either party.

5.4 Upon written request from the City, PSE shall provide the City with the most recent update available of any plan of potential improvements to PSE's Facilities within the Franchise Area; provided, however, any such plan so submitted shall be for informational purposes only and shall not obligate PSE to undertake any specific improvements within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

5.5 PSE shall provide to the City, upon the City's reasonable request, copies of available drawings in use by PSE showing the location of its Facilities within the Franchise Area. As to any such drawings so provided, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities are shown, such Facilities are shown in their approximate location.

5.6 PSE reserves the right to withhold information or require the City to sign a nondisclosure agreement for the release of information that is deemed Critical Electric//Energy Infrastructure Information (CEII) by the Federal Energy Regulatory Commission (FERC). CEII means information that relates to the production, generation, transportation, transmission, or distribution of energy in which the release may cause incapacity or destruction that would negatively affect security, economic security, public health, or safety, or any combination thereto. Any such withholding or nondisclosure agreement must be consistent with FERC regulations 18 CFR 388.113 (g) (5) and the Washington State Public Records Act, RCW 42.56.

5.7 In the event either PSE or the City shall cause excavations to be made within the Franchise Area, the Party causing such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation so long as such joint use does not unreasonably delay the work of the Party causing such excavation, and such joint use is arranged and accomplished upon terms and conditions reasonably satisfactory to the Party causing such excavation. With respect to any excavations by PSE or the City within the Franchise Area, nothing in this Franchise

is intended (nor shall be construed) to relieve either Party of their respective obligations arising under Law with respect to determining the location of utility facilities.

Section 6. City Use of PSE Facilities in Franchise Area.

6.1 During the Term the City shall have the right, subject to PSE's prior consent (which shall not be unreasonably withheld, conditioned or delayed), to install and maintain City-owned overhead facilities on PSE's overhead electric Facilities within the Franchise Area for non-commercial municipal communications purposes. The City shall install, operate and maintain such facilities at its sole risk and expense and shall conduct all such activities in accordance with Law and consistent with such reasonable terms and conditions as PSE may specify from time to time (including requirements accommodating Facilities or the facilities of other parties having the right to use PSE's Facilities). PSE shall have no obligation under Section 11 "Indemnification and Insurance" in connection with any City-owned facilities that are installed or maintained on PSE's overhead electric Facilities. PSE shall not charge the City for use of PSE's overhead electric Facilities pursuant to this Section 6, provided however, that nothing herein shall require PSE to bear any cost or expense in connection with any such use by the City.

6.2 Notwithstanding the foregoing, if at any time during the Term the City's use of PSE's overhead electric Facilities pursuant to this Section 6 shall be determined to be a matter that is subject to the jurisdiction of the WUTC, then such use shall be arranged and accomplished in accordance with PSE's tariffs on file with the WUTC. During the Term, and with respect to poles within the Franchise Area that are owned by PSE (in whole or in part), the City may, subject to PSE's prior written consent, which shall not be unreasonably withheld, install and maintain City-owned wires, devices and other equipment on such PSE-owned poles pursuant to mutual agreement entered into between the City and PSE. Such mutual agreement may address commercial and non-commercial uses of PSE's poles by the City.

Section 7. Decommissioned Facilities

7.1 Decommissioned Poles.

7.1.1 As of the date of this Franchise, PSE and third parties having attachments of wires, devices and other equipment to PSE owned utility poles located in the Franchise Area use the National Joint Utilities Notification System ("NJUNS") as the means of providing official notice between them of actions required to be taken and reporting of actions taken by such third parties with respect to such attachments. To the extent consistent with Law and at the request of the City, PSE will use commercially reasonable efforts (subject to the functional capabilities and limitations of NJUNS in place from time to time) to include the City as an interested party to any notification tickets submitted by PSE in NJUNS with respect to any PSE owned utility poles located in the Franchise Area that are permanently no longer in use by PSE and which contain third party attachments. The City may monitor activity associated with such third-party attachments through NJUNS.

7.1.2 If PSE shall determine a PSE owned utility pole located within the Franchise Area to be a Decommissioned Pole, then PSE shall so notify the City and such notice shall establish the date by which such Decommissioned Pole shall be removed from the Franchise Area. PSE shall

use commercially reasonable efforts to remove such Decommissioned Pole from the Franchise Area within one hundred-eighty (180) days of the date of such notice. If, however, upon receipt of any such notice from PSE the City shall reasonably determine that such Decommissioned Pole unreasonably interferes with the free passage of pedestrian or vehicle traffic, then the City shall so notify PSE and PSE shall use commercially reasonable efforts to remove such Decommissioned Pole from the Franchise Area within thirty (30) of the date of such notice from the City.

7.1.3 If the City reasonably determines that a PSE-owned utility pole located within the Franchise Area is no longer in use by PSE or by any authorized third-party, then the City may request that PSE determine if such utility pole is a Decommissioned Pole. Upon receipt of such request, PSE shall review the status of the utility pole in question. If PSE shall determine such utility pole to be a Decommissioned Pole, then PSE shall give the City notice thereof in accordance with Section 7.1.1. If PSE shall determine such utility pole not to be a Decommissioned Pole, then PSE shall so notify the City and such notice shall explain the basis for making such determination. The Parties agree to cooperate and establish mutually agreeable procedures for the implementation of this Section 7.1.3 that achieve the Franchise Area management objectives of the City in a manner that minimizes the administrative burdens on both Parties.

7.2 PSE shall notify the City if PSE elects to permanently decommission any of its above-ground natural gas Facilities within the Franchise Area. Upon receipt of said notice, the City will have the right to require PSE to remove such decommissioned above-ground natural gas Facilities from the Franchise Area. If so required, PSE shall remove such decommissioned Facilities from the Franchise Area within 180 days of PSE's permanent decommissioning, or in accordance with a written removal plan authorized by the City. All necessary permits must be obtained prior to such work.

7.3 PSE may, from time to time, elect to discontinue its use of underground natural gas Facilities within the Franchise Area and decommission such Facilities in place ("Decommissioned Gas Facilities"). In such event, PSE shall notify the City of its decision to decommission such Facilities and provide the City with a plan for such decommissioning. Thereafter, the parties shall review the proposed plan and jointly determine any additional requirements that are reasonably necessary to cause the Decommissioned Gas Facilities to be left in a safe condition and in compliance Law. Decommissioned Gas Facilities will continue to be subject to the terms of this Franchise (including but not limited to the relocation provisions in Section 9 and the indemnification provisions in Section 13). As requested by the City in accordance with Section 5.5, PSE shall provide the City with drawings that show the approximate location of Decommissioned Gas Facilities. PSE shall provide the approximate location of Decommissioned Gas Facilities within the Franchise Area, identified in PSE's available records, to individuals and entities locating underground utilities at the same time PSE is locating the active Facilities.

Section 8. Hazardous Substances.

PSE shall comply with Environmental Laws in connection with its use and occupancy of the Franchise Area. PSE shall only use Hazardous Substances within the Franchise Area incident to PSE's normal business operations, and in all cases, (a) limited to such quantities as may be required in its normal business operations, (b) used, transported or stored per manufacturer's instructions, and (c) used, transported or stored only for its intended use. In the event PSE or its contractors

cause a release of Hazardous Substances within the Franchise Area, PSE shall notify the City within twenty-four (24) hours of its discovery. PSE shall act promptly to remediate such release of Hazardous Substances in accordance with Environmental Laws (the "Remediation Work"). All Remediation Work shall be performed at PSE's sole cost and expense.

Section 9. Relocation of Facilities.

9.1 Whenever the City causes a Public Improvement Project to be undertaken within the Franchise Area, and such Public Improvement Project requires the relocation of PSE's then existing Facilities within the Franchise Area (for purposes other than those described in Section 9.2 below), the City shall:

9.1.1 as soon as possible prior to the notice to proceed for the Public Improvement Project, but not less than one-hundred twenty (120) days prior to such notice to proceed, provide PSE, written notice requesting such relocation; and

9.1.2 provide PSE with reasonable plans and specifications sufficient for initial PSE system design for such Public Improvement Project.

After receipt of such notice and such plans and specifications, PSE shall relocate such Facilities within the Franchise Area at no charge to the City and in accordance with a schedule mutually agreed upon by the City and PSE. If the City requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section 9.1, the City shall bear the entire cost of such subsequent relocation. The term "Public Improvement Project" includes any such capital improvement undertaken by the City pursuant to a valid interlocal agreement between the City and a third-party governmental entity, provided, however, any relocation of PSE's Facilities necessary to accommodate the work funded or performed by or on behalf of such third-party governmental entity shall be arranged and accomplished in accordance with Section 9.2 of this Franchise.

9.2 Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement Project, requires the relocation of PSE's Facilities within the Franchise Area to accommodate such development; or (ii) the City requires the relocation of PSE's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then in such event, PSE shall have the right as a condition of such relocation, to require such person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities.

9.3 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of PSE's Facilities shall be a required relocation for purposes of Section 8.2 above (including any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

9.4 Nothing in this Section 8 "Relocation of Facilities" shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or other rights not derived from this Franchise, regardless of whether such easement or

other rights are on public or private property and regardless of whether this Franchise co-exists with such easement or other rights.

9.5 If any person or entity obtains permission from the City to use the Franchise Area for the movement or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to arrange with PSE for the temporary adjustment of PSE's overhead wires necessary to accommodate the movement or removal of such building or other object, where the movement or removal of such building or other object will pass under PSE's overhead wires or where the movement or removal of such building or other object will otherwise require the temporary adjustment of PSE's overhead wires. The City shall require such person or entity to complete such arrangements, upon terms and conditions acceptable to PSE, not less than thirty (30) calendar days prior to the movement or removal of such building or other object. In such event, PSE shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its overhead wires which may obstruct the movement or removal of such building or object.

Section 10. Undergrounding of Electric Facilities.

PSE provides electric service on a non-preferential basis subject to and in accordance with tariffs on file with the WUTC. Subject to the availability of such service in accordance with such tariffs, if during the Term the City shall direct PSE to underground overhead electric Facilities within the Franchise Area, then such undergrounding shall be arranged and accomplished subject to and in accordance with such tariffs. This Section 10 shall govern all matters related to the undergrounding of PSE's overhead electric Facilities within the Franchise Area.

Section 11. Indemnification and Insurance.

11.1 PSE shall indemnify and hold the City harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another, to the extent such injury or damage is caused by the negligence of PSE, its agents, servants or employees in exercising the rights granted to PSE in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the City, the City shall promptly notify PSE thereof, and PSE shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the City based upon any such claim or demand, the City shall likewise promptly notify PSE thereof, and PSE shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

11.2 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance of PSE's indemnification obligations.

11.3 During the Term PSE shall maintain the following liability insurance coverages, insuring both PSE and the City against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE in this Franchise:

11.3.1 Commercial General Liability insurance with limits not less than five million dollars (\$5,000,000) per occurrence for bodily injury or death, property damage, and public liability.

11.3.2 Automobile liability for owned, non-owned and hired vehicles with a Combined Single Limit of two million dollars (\$2,000,000) for each accident.

11.3.3 Worker's compensation with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).

11.4 In lieu of the insurance requirements in Section 11.3, PSE may self-insure against such risks in such amounts as are consistent with this Franchise and good utility practice. Upon the City's request, PSE shall provide the City with reasonable written evidence that PSE is maintaining such self-insurance program.

Section 12. Performance Bond.

12.1 During the Term PSE shall maintain a performance bond consistent with the applicable requirements of the Lake Forest Park Municipal Code and as reasonably sufficient to ensure performance of PSE's obligations under this Franchise to perform work within the Franchise Area. Such bond shall be in the sum of no more than \$250,000 and shall be executed by a corporate surety authorized to do business in the State of Washington with an A.M. Best's rating of not less than A (Excellent). The bond shall be conditioned so that PSE shall restore or replace any defective work performed by or on behalf of PSE or materials discovered in the restoration of the Franchise Area within a period of two years from the final City inspection date of any such restoration. PSE may meet the obligations of this Section with one or more bonds acceptable to the City. In the event that a bond issued pursuant to this Section is canceled by the surety, after proper notice and pursuant to the terms of said bond, PSE shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section.

12.2 In the event PSE fails to restore the Franchise Area in accordance with the terms and conditions of this Franchise and further fails to cure its deficiency within a reasonable period of time after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by PSE pursuant to Section 12.1 to cure such deficiency. In the event the City makes use of such bond(s) furnished by PSE pursuant to Section 12.1, the City shall promptly provide written notice of same to PSE. Within thirty (30) Days of receipt of such notice, PSE shall replenish or replace such bond(s).

Section 13. Reservation of Easement in Event of Vacation.

In the event the City vacates any portion of the Franchise Area during the Term the City shall, through its vacation procedure, reserve an easement for PSE's Facilities that exist at the time of the street vacation. The City shall give PSE advance notice of its intent to vacate any portion of the Franchise Area and shall consult with PSE regarding the terms and conditions of the easement to be reserved for PSE's Facilities.

Section 14. Force Majeure.

If performance of this Franchise or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. Notwithstanding the foregoing, the insufficiency of funds, financial inability to perform or changes in such Party's cost of performing its obligations hereunder shall not constitute a Force Majeure event.

Section 15 Dispute Resolution

15.1 In the event of a Dispute, the Dispute shall first be referred to representatives designated by City and PSE to have oversight over the administration of this Franchise. These representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties shall make a good faith effort to attempt to achieve a resolution of the Dispute.

15.2 If the Parties cannot resolve a Dispute satisfactorily pursuant to Section 15.1, either Party may thereafter deliver to the other Party a written notice (the "Dispute Notice") initiating the dispute resolution procedures set forth in this Section 15.2. The Dispute Notice shall (i) contain a detailed description of the issues in Dispute, (ii) identify the senior officers or administrators of the notifying Party who are authorized to settle the Dispute, and (iii) propose a date or dates within (30) days after the date of the Dispute Notice, on which such officers or administrators are available for a meeting to resolve such Dispute. The recipient Party shall, within three (3) business days following its receipt of the Dispute Notice, provide to the notifying Party a parallel schedule of availability of the recipient Party's senior officers or administrators duly authorized to settle the Dispute. Commencing on the date of delivery of the respective senior officers' or administrators' schedules of availability, the senior officers or administrators so designated shall meet and confer in good-faith negotiations, as often as they deem reasonably necessary, for a period of thirty (30) days, to resolve the Dispute to the satisfaction of both Parties. If at any time after the expiration of such thirty (30) day period the City shall determine that continued negotiations with PSE will not result in a resolution of the issue or issues in Dispute, and if the City reasonably believes that PSE is then in default of its obligations under this Franchise, then the City may serve upon PSE a written order to comply with the provisions of this Franchise pursuant to Section 16 "Default."

Section 16. Default.

If the Parties cannot resolve a dispute satisfactorily under Section 15, the City may serve upon PSE a written order to comply with the provisions of this Franchise within sixty (60) days from the date such order is received by PSE. If PSE is not in compliance with this Franchise after expiration of said sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; provided, however, if any failure to comply with this Franchise by PSE cannot be corrected with due diligence within said sixty (60) day period (PSE's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control),

then the time within which PSE may so comply shall be extended for such time as may be reasonably necessary and so long as PSE commences promptly and diligently to effect such compliance.

Section 17. Franchise Term.

This Franchise is and shall remain in full force and effect for a period of fifteen (15) years from and after the effective date of the Ordinance; provided, however, PSE shall have no rights under this Franchise nor shall PSE be bound by the terms and conditions of this Franchise unless PSE shall, within sixty (60) days after the effective date of the Ordinance, file with the City its written acceptance of the Ordinance in the form attached to this Franchise. The City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to PSE to unconditionally accept in writing the terms of this Franchise and file such acceptance with the City Clerk. If requested in writing by PSE and upon agreement of the Parties, the term of this Franchise may be extended for up to two five (5) year periods.

Section 18. Assignment.

PSE shall not assign this Franchise to any unaffiliated third party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, PSE shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

Section 19. Notice of Tariff Changes.

PSE shall when making application for any changes in Tariffs affecting the provisions of the Franchise, notify the City in writing, that the application has been submitted to the WUTC within five (5) days of filing with the WUTC. PSE shall also notify the City in writing of any approved Tariff by the WUTC, or its successor, affecting the provisions of this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and such Tariff, the provisions of such Tariff shall control.

Section 20. Miscellaneous.

20.1 Unless otherwise specifically provided by this Franchise, all notices, consents, requests, demands or other communications required or permitted by this Franchise must be in writing and given by personal delivery, email or certified mail and shall be sent to the respective parties as follows:

To PSE:

Puget Sound Energy, Inc.
P.O. Box 97034
Bellevue, WA 98009-9734
Attn: Municipal Liaison Manager

justin.mcconachie@pse.com

To City:

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

jperrigo@ci.lake-forest-park.wa.us

Any such communication by a Party shall be deemed to have been received by the other Party (i) upon the delivery date received by the intended recipient if delivered by hand; (ii) five (5) business days after it is sent by certified mail, postage prepaid; or (iii) if sent by email transmission, when dispatched and acknowledged by the recipient as having been received in full and in legible form. A Party may change its address for purposes of this Section 20.1 by giving written notice of such change to the other Party in the manner provided in this Section 20.1.

20.2 The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs. Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Franchise with initial capitals in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Franchise taken as a whole. “Includes” or “including” shall not be deemed limited by the specific enumeration of items, but shall be deemed without limitation. The term “or” is not exclusive.

20.3 Any provisions of this Franchise prohibited or rendered unenforceable by any law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Franchise. In such event, the remainder of this Franchise will remain valid and enforceable. Upon such determination that any term or other provision is prohibited or rendered unenforceable, the Parties shall negotiate in good faith to modify this Franchise so as to maintain the original intent of the Parties as closely as possible in an acceptable manner to the end that rights and obligations contemplated under this Franchise are fulfilled to the greatest extent possible.

20.4 This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. This Franchise constitutes the entire agreement between the Parties, and supersedes all other prior agreements and understandings, oral and written, between the Parties, with respect to the subject matter hereof.

20.5 As provided by RCW 35.21.860, the City may recover from PSE actual administrative expenses incurred by the City that are directly related to receiving and approving this Franchise. PSE agrees to pay the City’s invoices for the actual administrative expenses within sixty (60) days of receipt of same.

20.6 Nothing in this Franchise shall be construed to create any rights or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise shall not confer any right or remedy upon any person other than the City and PSE. No action may be commenced or prosecuted against either the City or PSE by any third party claiming as a third-party beneficiary of this Franchise.

20.7 The Parties shall act in good faith and use commercially reasonable efforts to carry out their respective obligations under this Franchise. The failure of either Party to insist on or enforce strict performance of any provision of this Franchise or to exercise any right or remedy under this Franchise or Law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

20.8 This Franchise shall be governed by, subject to and construed under the laws of the State of Washington. This Franchise is subject to the provisions of any applicable tariff on file with the WUTC or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

20.9 All terms and conditions of this Franchise that must be reasonably construed to survive the expiration or termination of this Franchise in order to give full force and effect to the intent of the parties as set forth herein shall survive the expiration or termination of this Franchise, regardless of whether such survival is expressly specified herein. The parties also expressly agree that the provisions, conditions and requirements of Section 7. Decommissioned Facilities; Sections 4.1, 4.3 and 4.4 regarding restoration; and Section 11. Indemnification and Insurance shall survive the termination or expiration of this Franchise.

Section 21. Effective Date.

This Ordinance shall be effective on the Effective Date, having been: (i) introduced to the City Council not less than five days before its passage, after having been first submitted to the City Attorney; (ii) published at least five days prior to the Effective Date and as otherwise required by law; and (iii) passed at a regular meeting of the City Council by a vote of at least four members of the City Council on , 2022; and accepted in writing by PSE. This Franchise shall take effect as of the date of PSE's written acceptance thereof (the "Effective Date").

HONORABLE MAYOR AND CITY COUNCIL
CITY OF LAKE FOREST PARK, WASHINGTON

In the matter of the application)
of Puget Sound Energy, Inc., a) Franchise Ordinance No.
Washington corporation, for a)
franchise to construct, operate)
and maintain facilities in, upon,)
over under, along, across and)
through the franchise area of the)

City of Lake Forest Park,)

Washington)

ACCEPTANCE

WHEREAS, the City Council of the City of Lake Forest Park, Washington, has granted a franchise to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. , bearing the date of _____, 2022; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Puget Sound Energy, Inc. on _____, 2022, from said City of Lake Forest Park, King County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Lake Forest Park, King County, Washington.

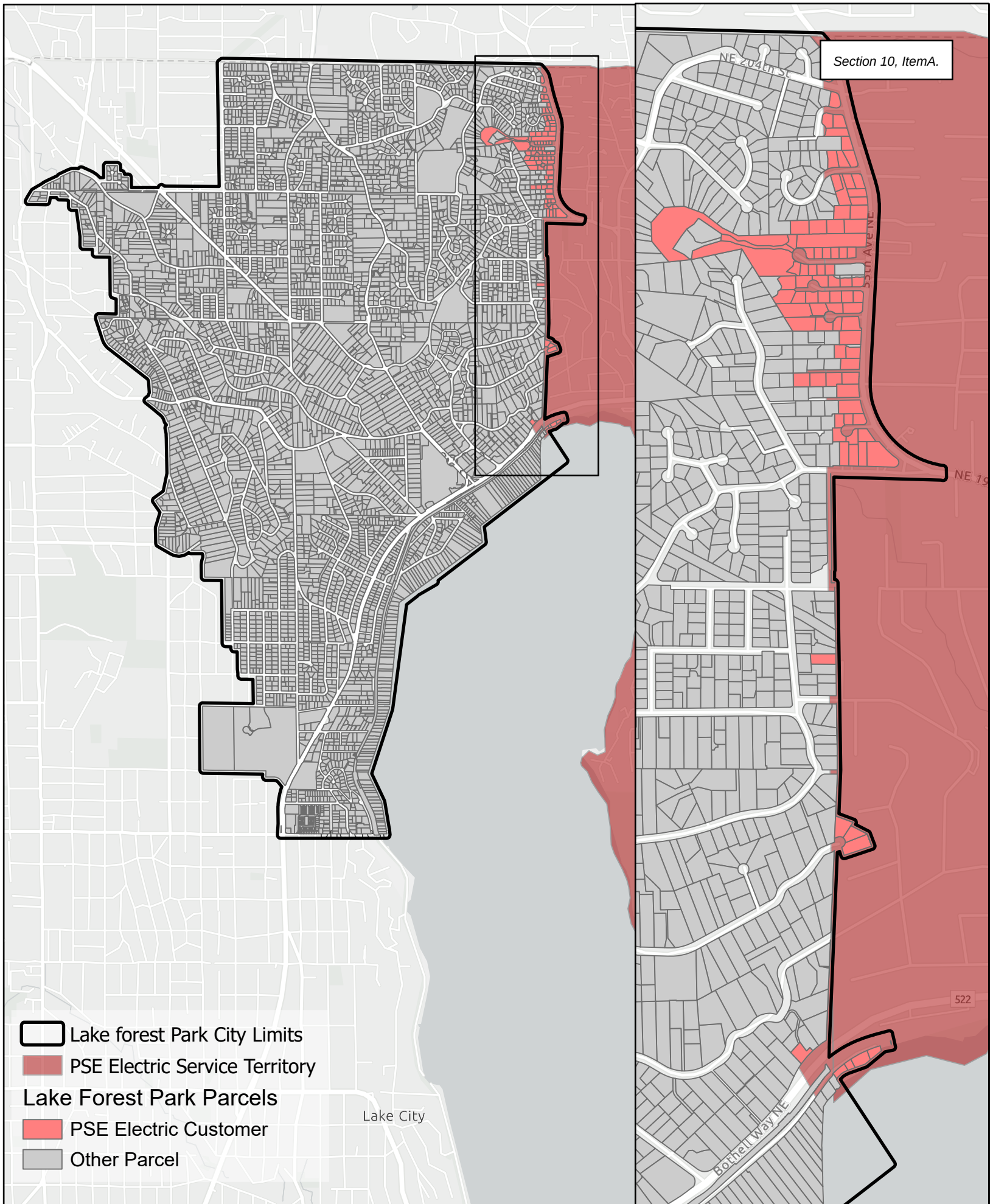
IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this ____ day of _____, 2022.

ATTEST: PUGET SOUND ENERGY, INC.

By: _____
Its: _____

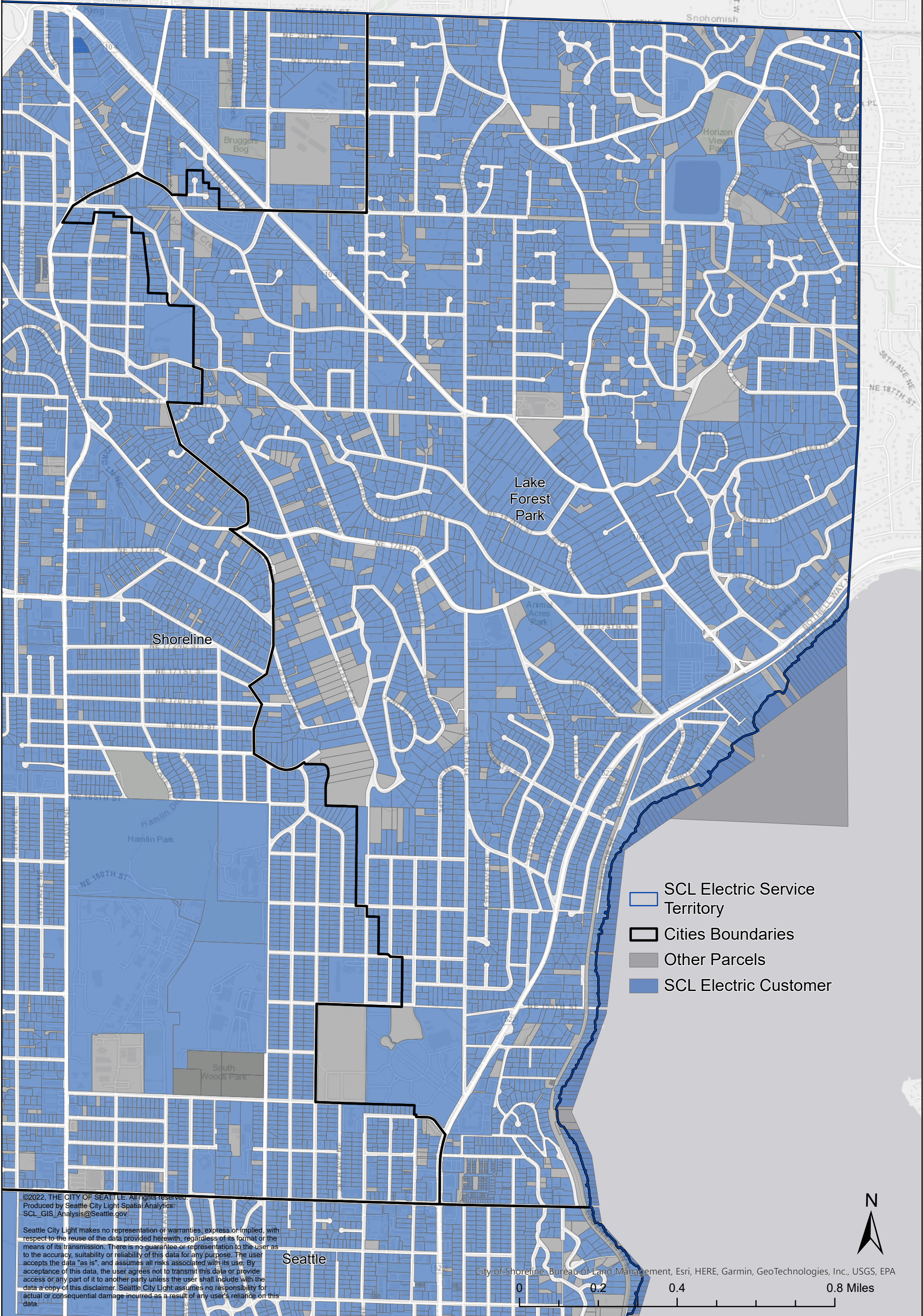
Copy received for City of Lake Forest Park
on _____, 2022

By: _____
City Clerk



Seattle City Light Service Area

Customers: Lake Forest Park



©2022, THE CITY OF SEATTLE. All rights reserved.
Produced by Seattle City Light Spatial Analytics:
SCL_GIS_Analysis@Seattle.gov

Seattle City Light makes no representation or warranties, express or implied, with respect to the reuse of the data provided herewith, regardless of its format or the means of its transmission. There is no guarantee or representation to the user as to the accuracy, suitability or reliability of this data for any purpose. The user accepts the data "as is", and assumes all risks associated with its use. By acceptance of this data, the user agrees not to transmit this data or provide access or any part of it to another party unless the user shall include with the data a copy of this disclaimer. Seattle City Light assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data.

City of Shoreline, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	5/23/2022
Originating Department	Public Works
Contact Person	Jeff Perrigo, Public Works Director Kim Adams Pratt, City Attorney
Title	Ordinance 1243/Granting XO Communications, LLC, its successors and assigns a five-year nonexclusive Master Use Permit to construct, maintain, operate, replace, and repair telecommunications system in, across, over, along, under, through, and below the public rights-of-way of Lake Forest Park

Legislative History

- First Presentation: June 23, 2022
-

Attachments:

1. Ordinance No. 1243/Granting XO Communications Services, LLC a Master Use Permit
 2. Exhibit A, Master Use Permit
-

Executive Summary

This is the first reading of a proposed ordinance granting XO Communications Services, LLC ("XO Communications") a five-year master use permit. On May 12, 2016, the City Council approved Ordinance No. 1125, granting XO Communications a five-year nonexclusive Master Use Permit allowing the company to operate telecommunications facilities within the City's rights-of-way. This previous Master Use Permit has since expired and XO Communications has applied for a successor agreement to allow it to continue operating telecommunications facilities within the City's rights-of-ways. Approval of this Ordinance would grant XO Communications a new, nonexclusive Master Use Permit allowing continued use of the City's rights-of-ways for an additional five years under the terms and conditions set forth therein.

Background

The federal Telecommunications Act of 1996 was adopted to encourage the development of high technology communications systems through increased competition among companies. The Act provides that no local jurisdiction may prohibit any entity from providing telecommunications services, but may manage its public rights-of-way in a competitively neutral manner and require compensation from telecommunications providers for their use of rights-of-way provided that such compensation is fair, reasonable, nondiscriminatory, competitively neutral and publicly disclosed.

In Washington, cities manage their rights-of-way with respect to telecommunications providers pursuant to Chapter 35.99 RCW. This statute allows cities to issue a telecommunications “master permit,” which is defined as “the agreement in whatever form whereby a city or town may grant general permission to a service provider to enter, use, and occupy the right-of-way for the purpose of locating [telecommunications] facilities.” The City has adopted procedures and criteria for the issuance of telecommunications master permits in Chapter 5.26 of the Lake Forest Park Municipal Code (“LFPMC”). After the Council grants a master permit, when a permittee wishes to work in the right-of-way it must apply for a right-of-way permit. It is at this time when the public works and planning departments review the specific plans for the project including the proposed route, the traffic safety plans, and the determination about whether the applicant needs additional permits such as sensitive area permits.

Provisions in the proposed XO Communications master use permit include:

- Expiration in 5 (five) years;
- Non-exclusivity;
- Location approval and oversight by the City Administrator and Public Works Director; and
- Compliance with Chapter 19.122 RCW, Washington State’s “Underground Utilities” statute, where applicable.

Fiscal & Policy Implications

Collection of permit fees.

Alternatives

<i>Options</i>	<i>Results</i>
• Approve the Ordinance.	XO Communications will retain existing telecommunications facilities within the City’s rights of way and may expand such facilities after obtaining right of way permits from the City.
• Do not approve the Ordinance	The City would continue working with XO Communications until terms acceptable to both the company and the City Council could be negotiated.

Staff Recommendation

Approve and Adopt Ordinance 1243, granting XO Communications, LLC, a five-year nonexclusive Master Permit to construct, maintain, operate, replace, and repair telecommunications system in, across, over, along, under, through, and below the public rights-of-way of the City.

ORDINANCE NO. 1243

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, GRANTING TO XO COMMUNICATIONS SERVICES, LLC, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY, AND NONEXCLUSIVE MASTER PERMIT, FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A TELECOMMUNICATION SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH, AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE CITY

WHEREAS, XO Communications Services, LLC, a limited liability company (the “Company”) owns and operates a telecommunications system; and

WHEREAS, the City Council of Lake Forest Park (the “City”) has previously approved Master Use Permits for the Company by adoption of Ordinance no. 1017 and Ordinance no. 1131. The later will expire October 1, 2022; and

WHEREAS, the Company desires to obtain from the City a new Master Use Permit to continue to allow the Company to install, operate, and maintain a telecommunications system in the public rights-of-way of the City; and

WHEREAS, the City Council has the authority to grant Master Use Permits for the use of its streets and other public properties pursuant to RCW 35A.47.040, RCW Ch. 35.99, and Chapter 5.26 of the Lake Forest Park Municipal Code.

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

Section 1. GRANT MUP. The City Council hereby grants a Master Use Permit to Company for a telecommunications system, with terms and conditions substantially as set forth in Exhibit A hereto. The initial term of the Master Permit shall be 5 (five) years commencing on the effective date of this Ordinance, after which time the Master Use Permit may be renewed or reinstated by ordinance of the City Council for a term determined by the City Council. This Master Permit is issued pursuant to Chapter 5.26 LFPMP, which is incorporated herein by reference. Further, the City Attorney is authorized to make non-substantive, administrative edits to the Master Use Permit.

Section 2. SEVERABILITY. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court, the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance shall not be affected, unless the rights, privileges, duties, or obligations hereunder are materially altered, whereupon either party may request renegotiation of those remaining terms.

Section 3. EFFECTIVE DATE. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this ____ day of _____, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, CMC
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: June 23, 2022
Adopted: _____
Posted: _____
Published: _____
Effective: _____

**XO COMMUNICATIONS SERVICES, LLC MASTER USE
PERMIT FOR OPERATION OF TELECOMMUNICATIONS
FACILITIES WITHIN THE CITY OF LAKE FOREST PARK**

WHEREAS, XO Communications Services, LLC, a limited liability company (the "Company"), owns and operates a telecommunications system; and

WHEREAS, the Company desires to install, operate, and/or maintain a telecommunications system in the public rights-of-way of the City of Lake Forest Park (the "City"); and

WHEREAS, the City Council has the authority to grant Master Permits for the use of its streets and other public properties for telecommunications facilities pursuant to RCW 35A.47.040, RCW 35.99.020, and Chapter 5.26 of the Lake Forest Park Municipal Code (the "LFPMC").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Master Permit Granted. This Master Permit is issued pursuant to Chapter 5.26 LFPMC, which is incorporated herein by reference. Subject to the terms and conditions hereinafter set forth, and to approval by the City Council via Ordinance, the City grants to the Company a Master Permit for a telecommunications system for the purposes of providing fiber optic network for telecommunication services. The term of the Master Permit shall be as set forth in the Ordinance approving this Master Permit. This Franchise does not grant Grantee the right to install and/or operate Wireless Communication Facilities. As used herein, "Wireless Communication Facilities" means any unstaffed facility for the transmission and/or reception of radio frequency signals through electromagnetic energy usually consisting of an equipment shelter or cabinet, a support tower or other structures used to achieve the necessary elevation, and the transmission and reception devices or antenna. Any entity that seeks to install and/or operate such Wireless Communication Facilities must have an independent franchise to use the Public Ways outside of this Franchise. Further, this Franchise does not grant the right to offer cable services as defined in 47 U.S.C. Section 522(6).

This Master Permit grants to the Company the right, privilege, and authority to construct, operate, maintain, remove, replace, and repair all necessary facilities for the above-described telecommunications system, in, under, on, across, over, through, along, or below the public rights-of-way located in the City and shown on the map attached as Exhibit 1 hereto and incorporated herein by reference, as approved under City permits issued pursuant to applicable City codes and regulations. Any reference herein to a public right-of-way shall not be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and this Master Permit shall be deemed to grant no more than those rights which the City may have the undisputed right and power to give.

This Master Permit does not convey any equitable or legal title to the public rights-of-way. The right granted is only the right to occupy public rights-of-way. This Master Permit does not grant a vested right for any facility to be located or to remain at any specific location in the public right-of-way and this Master Permit or consent to occupy any location in the public right-of-way is revocable and terminable at the lawful discretion of the City; and, if so revoked, the facility shall be removed at the cost of the Company in order to allow free and unencumbered use of the public right-of-way for public work or other public purpose as may be in the best public or municipal interest as determined by the City.

Section 2. Definitions.

“Administrator.” The City Administrator of the City of Lake Forest Park, or a designee of the Administrator.

“Engineer.” The Public Works Director or designee authorized to administer this Master Permit.

“Public Works Director.” The appointed Public Works Director of the City of Lake Forest Park, or the designee of the Public Works Director.

Other terms. Unless otherwise defined, terms used in this Ordinance shall have the meaning set forth in Chapter 5.26 LFPMP.

Section 3. Non-Exclusive Master Permit. This Master Permit is non-exclusive, and the City reserves the right to grant other or further Master Permits or franchises in, along, over, through, under, below, or across any of its public rights-of-way. This Master Permit shall in no way prevent or prohibit the City from using any of its public rights-of-way or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, and dedication of same, including the dedication, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares, and other public properties of every type and description.

Section 4. Compensation.

A. Per RCW 35.21.860, the Company shall compensate the City for its costs related to receiving and approving its Master Permit, including the costs associated with the City’s legal costs incurred in drafting and processing this Master Permit. Company shall pay all costs of publication of this Master Permit and any and all notices prior to any public meeting or hearing in connection with this Master Permit. Company shall pay the reimbursements per this section 4.A upon acceptance of this Master Permit. No permits shall be issued for the installation of Facilities until such time as the City has received payment.

B. The Company shall pay the costs to process any subsequent right-of-way permits issued pursuant to this Master Permit, other permits required under the LFPMP, the costs

of inspecting plans and construction pursuant thereto, or the cost of the preparation of a detailed statement pursuant to Chapter 43.21C RCW.

1. Costs shall be billed to the Company in the manner and at the rates provided in a resolution adopted by the City Council.

2. Fees must be paid within 30 days of receipt of the City's billing.

3. On request of the Company, the City will submit proof of any charges or expenses incurred. For any project or time frame, the Company can request a written estimate from the Administrator, in advance of costs planned to be expended by the City, and the Company may object to any costs by filing written protest with the Administrator. The Administrator shall decide the protest within five business days, and the decision shall be the final decision of the City.

B. The Company shall compensate the City for its actual incremental costs necessarily incurred on City public works projects because of the presence of Company's telecommunications system in the right-of-way.

1. Fees must be paid within 30 days of receipt of the City's billing; thereafter, amounts due shall bear interest at 6% per annum.

2. On request of the Company, the City will submit proof of such incremental costs.

3. Before commencing work, the City shall notify the Company of its proposed project, and the incremental costs the City estimates will be incurred. The Company may object to any cost estimates by filing written protest of the cost estimate with the Administrator. The Administrator shall decide the protest within five business days, and the decision shall be the final decision of the City. In the event unforeseen costs are actually incurred by the City, the City shall bill such costs to the Company and such costs shall be paid within 30 days of receipt of the City's billing. The Company may object to any unforeseen costs by filing a written protest with the Administrator. The Administrator shall decide the protest of any unforeseen costs within five business days, and the decision shall be the final decision of the City.

C. Company hereby warrants that its operations as authorized under this Master Permit are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Master Permit. The City hereby reserves its right to impose a franchise fee on Company if Company's operations as authorized by this Master Permit change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Company obtain a separate Master Permit for its change in use. Nothing contained herein shall preclude Company from challenging any such new fee or separate agreement under applicable

federal, state, or local laws.

Section 5. Conditions governing use of public rights-of-way.

A. Before any work is performed in the public right-of-way, the Company shall obtain a right-of-way permit in accordance with Chapter 12.04 LFPMC. An application for a right-of-way permit by the Company shall be approved or disapproved within thirty days of the date of the filing of a complete application. A right-of-way permit shall incorporate the requirements of this Master Permit and Chapter 5.26 LFPMC in addition to the requirements of Chapter 12.04 LFPMC.

B. Except as expressly provided otherwise, any act that the Company, its contractors or subcontractors are required to perform under this section shall be performed at their cost. If the Company fails to perform work that it is required to perform within the time provided for performance specified within the right-of-way permit, the City may perform the work and bill the Company therefore. The Company shall pay the amounts billed within 30 days.

C. Construction Procedures and Placement of Facilities – Obligation to Minimize Interference with Use of Public Rights-of-Way.

1. The construction, operation, and repair of communications facilities are subject to the supervision of all of the authorities of the City with jurisdiction over such matters and shall be performed in compliance with all laws, ordinances, departmental rules and regulations affecting such system.

2. The construction, operation, and repair shall be performed in a manner consistent with high industry standards. Persons engaged in the construction, operation, or repair of communications facilities shall exercise reasonable care in the performance of all their activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property or interfere with traffic or the use of adjoining property. All work performed by the Company or its contractors shall be accomplished in a safe and competent manner. The Company shall comply with all applicable safety regulations during construction as required by the ordinances of the City or the laws of the State of Washington.

3. Construction, operation, or repair of a communications system shall not commence until all required permits have been properly filed for and obtained from the proper City officials and all required permits and associated fees paid and bonds or other performance security provided. In any permit so issued, the City may impose as a condition of the granting of the permit such conditions and regulations as may be necessary to the management of the rights-of-way, including, by way of example and not limitation, for the purpose of protecting any structures in the public rights-of-way, for the proper restoration of such public rights-of-way and structures, and for the protection of the City and the public and the continuity of pedestrian and vehicular traffic.

4. Whenever a Company facility located in a right-of-way endangers property, health, or safety, or whenever necessary to temporarily restore communications system services that have been disrupted by storms, earthquakes, riots or other unexpected accidents the Company shall immediately take proper emergency measures, without first obtaining a permit as required by this Master Permit. However, the Company shall notify the City of the work no later than the next succeeding business day and apply for a right-of-way permit by the next business day; provided that the Company shall be required to conform any work performed before a right-of-way permit was issued and to perform any other work in accordance with the requirements of the permit.

If work related to facilities authorized by this Master Permit endangers property or the public's health and safety, the Public Works Director may direct the Company, at the Company's own expense, to take appropriate protective action, including compliance within a prescribed time. Unless otherwise notified in writing by the Company, the City shall notify the Company as follows: name: MCI One Call; emergency number 1-800-624-9675; local contact person Randal Schreur and cell/pager 206-472-0247. The Company must notify the City if the person(s) or contact information changes.

If the Company does not comply with such directions, or if immediate action is required to protect property or the public's health and safety, the City may take reasonable emergency measures, and the Company shall be liable to the City for the costs thereof.

5. The Company shall follow City-established requirements for placement of facilities in public rights-of-way, including the specific location of facilities in the public rights-of-way, and shall install facilities in a manner that minimizes interference with the use of the public rights-of-way by others. The City may require the installation of facilities at a particular time, at a specific place, or in a particular manner as a condition of access to a particular right-of-way; it may require a person using the rights-of-way to cooperate with others to minimize adverse impacts on the rights-of-way through joint trenching, joint use of facilities and other arrangements; it may deny access if the Company is not willing to comply with the City's lawful requirements that allows operator to provide its services; it may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place, or manner of installation; and it shall charge the Company for all the costs associated with removal.

6. Upon order of the Administrator, all work that does not comply with this Master Permit, the approved plans or specifications for the work, or the requirements of Chapter 5.26 LFPMC or other applicable law shall be removed.

7. Unless otherwise agreed or provided in this Master Permit or a right-of-way permit, the Company shall be required to reimburse and hold harmless the City for any cost or expense reasonably incurred by the City in the planning, construction, installing, altering, or implementing any public work as a result of the construction or the presence in the public right-of-way of the facility of the Company.

8. The specific location within the right-of-way and the method of installing facilities underground or overhead will be subject to approval by the Engineer. Cutting of pavement in the public right-of-way shall be prohibited where the Engineer approves locating underground facilities in the unimproved portions of the right-of-way or in the sidewalk areas or requires alternative methods for undergrounding not requiring trenching or the cutting of pavement. Above ground facilities may be camouflaged using cover boxes that imitate trees or rocks.

9. Except to allow for compliance with state or federal law, cutting of pavement may be prohibited in a newly constructed or reconstructed street for a period of five years from the paving of such street or in a street where a trench was previously available for a period of three years from the date the trench was available. The City may require as a condition to the occupancy of the rights-of-way that communications facilities be located in existing underground ducts or conduits wherever the capacity exists; provided, however, the Engineer may in his or her discretion permit pot-holing (subject to conditions to alleviate the harmful effects) where conduit is to be placed underground by means of directional boring and the person seeking permission has provided evidence satisfactory to the Engineer that:

- a. Such pot-holing is necessary to avoid interference with existing utilities;
- b. Such pot-holing is the only reasonable alternative available to locate existing utilities; and
- c. Such pot-holing will result in little or no visual or other detrimental impact to the street.

10. Any and all public rights-of-way, public property, or private property that is disturbed or damaged during the construction, operation, repair or removal of a communications facility shall be promptly repaired by the Company. Public property and public right-of-way must be restored to the satisfaction of the City and to a condition as good as or better than before the disturbance or damage occurred and to the standards established on the approved plans, or permit conditions, whichever is greater. The Public Works Director shall have final approval of the condition of such streets and public places after restoration, such approval not being unreasonably withheld. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state, and local standards and specifications. The Company shall complete all restoration work promptly and promptly repair any damage caused by such work.

11. The Company shall continue to maintain the restored street area, which may consist of curb, gutter, sidewalk, pavement, or other restored appurtenances, in a condition as good as or better than the condition of the adjacent undisturbed area of the street for the life of the street when such maintenance or restoration is required as:

- a. A result of the restored street area being defective or otherwise inferior to the

adjacent undisturbed area of the street, or

b. A result of the presence of the facilities of the communications system operator until the restored area is repaved or reconstructed by a different party.

12. Tree trimming shall not be performed without the permission of the City and other affected authorities, and tree trimming must be performed in strict accordance with the City code.

13. Within 48 hours after notice from the City in accordance with Section 5.C.4, the Company shall remove any graffiti on any part of its communications system in the public rights-of-way. If the operator fails to do so, the City may remove the graffiti and bill the Company for the cost thereof.

D. Relocation and Abandonment of Facilities.

1. The Company shall, by a time specified by the City, protect, support, temporarily disconnect, relocate, or remove any of its property when required by the City by reason of traffic conditions; public safety; public right-of-way construction; public right-of-way repair (including resurfacing or widening); change of public right-of-way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, public work, public facility or improvement, or any government-owned utility; public right-of-way vacation; or for any other purpose where the work involved would be aided by the removal or relocation of the communications facility. Collectively, such matters are referred to below as the "public work."

a. Except in the case of emergencies, the City shall provide written notice describing where the public work is to be performed as soon as practical but at least 30 days prior to the deadline by which the Company must protect, support, temporarily disconnect, relocate or remove its facilities. The Company may seek an extension of the time to perform such tasks where they cannot be performed in 30 days or by the completion time specified even with the exercise of its best efforts, and such request for an extension shall not be unreasonably refused.

b. If the Company does not comply with the requirements of Chapter 5.26 LFPMP, and to the extent that this Master Permit or any applicable right-of-way permit does not provide otherwise, and if not prohibited by applicable law, the City shall have the right to revoke any right of the Company to have its facilities remain at a specific location in the public right-of-way whenever the City determines that the facilities of the Company must be removed from their present location in order to facilitate a public work in the public right-of-way; and upon revocation of the Master Permit, license or right-of-way permit of the Company, the Company shall remove the same and restore the public right of way at its cost.

2. If any person that is authorized to place facilities in the rights-of-way requests the Company to protect, support, temporarily disconnect, remove, or relocate its facilities

to accommodate the construction, operation, or repair of the facilities of such other person, the Company shall, after 30 days' advance written notice, take action to effect the necessary changes requested. Unless the matter is governed by a valid contract or a state or federal law or regulation, the reasonable cost of the same shall be borne by the person requesting the protection, support, temporary disconnection, removal, or relocation and at no charge to the City, even if the City makes the request for such action on behalf of such party.

3. The Company shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same. The Company shall be given not less than seven days' advance notice to arrange for such temporary wire changes.

4. The Company may abandon and surrender its Master Permit to the City on six months' written notice to the Administrator, with copies served on the mayor and City attorney. Abandonment shall be subject to acceptance by the City, by a resolution of acceptance adopted by the City Council. Upon abandonment, non-renewal, revocation or expiration of this Master Permit, and if no extension is granted, the Company may, at the discretion of the Administrator, be required, in part or entirely, to remove all its fiber, wire, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Master Permit. Alternatively, the Administrator may direct, limit or condition the Company's removal, sale or continued use or abandonment of grantee's facilities and equipment, either by agreement or through means of any other lawful municipal power or right. The City may continue to invoke any provision of this Master Permit against the Company or any successor entity enjoying de facto Master Permit privileges after revocation or expiration. The City may take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interests of the City and its residents.

E. Every communications facility shall be subject to the right of periodic inspection by the City to determine compliance with the provisions of this Chapter 5.26 LFPMC, this Master Permit and any right-of-way permit, and other applicable law. The City shall have the right, upon request, to be notified and be present when the communications system is inspected by the Company to determine compliance with the provisions of Chapter 5.26 LFPMC, this Master Permit, any right-of-way permit, or applicable law where the City has enforcement authority. The Company shall respond to requests for information regarding its system and plans for the system as the City may from time to time issue, including requests for information regarding its plans for construction, operation and repair and the purposes for which the plan is being constructed, operated, or repaired to the extent such plant is or will be in the public right-of-way or has been or will be provided under this Master Permit or any right-of-way permit granted by or requested from the City.

F. The Company, if it places facilities underground, shall be a member of the regional notification center for subsurface installations and shall field mark the locations of

its underground communications facilities upon request. The Company shall locate its facilities for the City at no charge. The Company shall reasonably cooperate with City initiatives to coordinate underground fixture locations and installations. The Company shall be familiar with Chapter 19.122 RCW, Washington State's "Underground Utilities" statute. The Company shall certify that it understands local procedures, custom and practice relating to facilities locating, and shall ensure that its contractors or others working in the right-of-way on grantee's behalf are similarly well informed.

G. The Company shall recognize the City's right to preserve and control of the public right-of-way, particularly with respect to policies regarding the undergrounding of overhead lines for aesthetic reasons. Consistent with any general municipal undergrounding policy or program now or hereafter developed, the City reserves the right to require the Company's participation in municipally imposed undergrounding or related requirements as may now or hereafter arise, as a condition of the operator's new installation or major maintenance or restoration construction activities of overhead facilities under this franchise. The Company shall coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third-party beneficiary rights be implied or created. Nothing in this section shall be permitted in conflict with RCW 35.99.060, and the provisions of this section shall be applied in conformity thereto.

H. The Company may request reimbursement from the City as provided in RCW 35.99.060(3)(a)-(c) and if so requested the City shall make reimbursement as provided therein.

I. Plans for and Publicizing Work.

1. Work shall be publicized as the City may direct from time to time to notify the public and operators of other communications systems, of the impending work, to minimize inconvenience and disruption to the public and to allow for cooperative construction and for joint use of trenches and facilities.

2. The Company shall provide the City a plan for any initial system construction, or for any substantial rebuild, upgrade or extension of its facility, which shall show its timetable for construction of each phase of the project, and the areas of the City that will be affected.

3. The Company shall supply and maintain updated, at no cost, any information requested by the Administrator to coordinate municipal functions with the operator's activities and fulfill any municipal obligations under state law. The Administrator may request information concerning an installation inventory, location of existing or planned facilities, maps, plans, and as-built drawings of the operator's installations in the City. The information may be requested either in hard copy and/or electronic format compatible with the City's data base system. The Company shall keep the Administrator informed of its long-range plans for coordination with the City's long-range plans.

4. The Company shall maintain accurate maps and improvements plans which

show the location, size, and a general description of all facilities installed in the public rights-of-way and any power supply sources (including voltages and connections). Maps shall be based upon post-construction inspection to verify location. The Company shall provide a 24-inch by 36-inch map to the City showing the location of its facilities, in such detail and scale as may be directed by the Engineer. New system maps shall be promptly submitted to the City when the facility expands or is relocated. Copies of maps shall be provided on disk, in a commercially available electronic format specified by the Engineer or in such alternate form as approved by the Engineer.

5. The Administrator may when the City receives application for a permit to use a particular route, or on the Administrator's own initiative, designate by published order a route or proposed route for installation of communications facilities and may:

a. Require all persons who wish to place underground facilities along that route or any part thereof to install them during a specified period; and

b. To the extent allowed by law, otherwise prohibit placement of such facilities along the route or any part thereof for 36 months or for such other, longer period as is necessary to protect the public.

Section 6. Indemnification. The Company shall release, indemnify, and defend the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person for injury or death of any person or damage to property caused by or arising out of the negligent acts or omissions of the Company, its agents, servants, officers, or employees, performed under authority of this Master Permit; provided, that for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Company and the City, its officers, employees, and agents, the Company's obligation shall be only to the extent of the Company's negligence. This indemnification includes claims by the Company's own employees for which the Company might otherwise be immune under Title 51 RCW, and the Company waives its immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Inspection or acceptance by the City of any work performed by the Company at the time of completion of construction shall not relieve the Company of any of its obligations under this Section.

If a court or other tribunal agreed upon by the parties determines that the Company wrongfully refused the tender of defense in any suit or any claim made pursuant to this indemnification provision, the Company shall pay all of the City's costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision.

Section 7. Insurance. The Company shall procure and maintain for the duration of the Master Permit, insurance against claims for injuries to persons or damages to

property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Company. The Company shall provide a blanket additional insured endorsement, including the City as an additional insured as its interest may appear under this Agreement, upon execution of this Master Permit Ordinance, and such endorsement shall evidence a policy of insurance that includes:

A. Commercial General Liability Insurance to Cover Liability Bodily Injury and Property Damage. The above referenced endorsement shall be as broad as (or better than) ISO endorsement CG 20 26 12 19. Exposures to be covered are: premises, operations, products/completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability:

1. Bodily Injury.

Each occurrence: \$5,000,000.
Annual aggregate: \$10,000,000.

2. Property Damage.

Each occurrence: \$5,000,000.
Annual aggregate: \$10,000,000.

3. Personal and Advertising Injury.

Annual aggregate: \$3,000,000.

4. Contractors Pollution Liability

Each occurrence: \$2,000,000.
Annual aggregate: \$2,000,000.

4. Completed operations and products liability shall be maintained for two years after the termination of the master permit or license (in the case of the communications system owner or operator) or completion of the work for the communications system owner or operator (in the case of a contractor or subcontractor).

5. Property damage liability insurance shall include coverage for the following hazards: X- Explosion, C- Collapse, U- Underground.

B. Workers' compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. The Company shall maintain commercial automobile liability in the amount of \$5,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned, and hired vehicles use in connection with this Agreement

D. Upon receipt of notice from its insurer(s) the Company shall provide the City

with thirty (30) days' prior written notice of cancellation of any required coverage. Both the Commercial General Liability Insurance and the Commercial Auto Liability Insurance shall be endorsed to include the City as an additional insured as its interest may appear under this Agreement. Policies shall be issued by companies authorized to do business under the laws of the state of Washington. Financial ratings must be no less than "A-" in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide.

E. The City reserves the right, upon prior written notice to require any other insurance coverage it deems necessary depending upon the exposures. Further, in the event the Company is self-insured, the Company shall furnish proof of self-insurance and shall warrant to the City that its self-insurance meets the criteria defined in this Agreement. Further, the Company shall assume all liability for deficiencies in their self-insurance to the extent it fails to meet the terms outlined in this Agreement.

F. The Company shall require any contractors and subcontractors to obtain and maintain equivalent or greater coverage as required of the Company, and the Company shall have sole responsibility for determining the limits of coverage required to be obtained by contractors and subcontractors. The Company shall ensure that the City is an additional insured on each and every contractor and subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

Section 8. Modification. The terms and conditions of this Master Permit may be modified upon written agreement of the parties.

Section 9. Forfeiture and Revocation. If the Company willfully fails to comply with any provision of this Master Permit, or through willful misconduct or gross negligence fails to comply with any notice given the Company by the City under the provisions of this Master Permit, or if any of the provisions of LFPMC 5.26.090(D) apply, then this Master Permit may be revoked pursuant to LFPMC 5.26.090.

Section 10. Remedies to Enforce Compliance. In addition to any other remedy, the City may obtain a superior court order compelling the Company to comply with the provisions of this Ordinance and seek to recover damages and costs incurred by the City by reason of the Company's failure to comply. The pursuit of any right or remedy by the City shall not prevent the City from acting under Section 9.

Section 11. City Ordinances and Regulations. This Master Permit shall not prevent the City from adopting and enforcing all necessary and appropriate ordinances regulating the performance of the conditions of this Master Permit, including any valid ordinance made in the exercise of its police powers. The City retains its authority to control by reasonable regulations the location, elevation, manner of construction, and maintenance of Company's telecommunications system in the public rights-of-way, and the Company shall conform with all such regulations, unless compliance would cause the Company to violate other requirements of law. In the event of a conflict between the provisions of this Master Permit and any other ordinance(s) enacted under the City's police power, such other ordinance(s) shall take precedence.

Section 12. Cost of Publication. The cost of the publication of this Ordinance shall be borne by the Company.

Section 13. Acceptance. Unless extended by Ordinance, the Company shall have sixty (60) days after the passage and approval of this Ordinance to file with the City Clerk its unconditional written acceptance of this Master Permit; otherwise, the Company shall be deemed to have rejected this Master Permit.

Section 14. Survival. Sections 5, Conditions governing use of public rights-of-way, and 6, Indemnification, shall be in addition to any and all other obligations and liabilities the Company may have to the City at common law, by statute, or by contract, and shall survive the City's Master Permit to the Company for the use of the City rights-of-way. This Ordinance is binding upon the successors and assigns of the Company and all privileges, as well as all obligations and liabilities of the Company shall inure to its successors and assigns.

Section 15. Assignment.

A. This Master Permit shall not be sold, leased, assigned, or otherwise alienated without the express consent of the City, and no rule of estoppel shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this section. The City agrees not to withhold consent where the Company demonstrates that the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger of or with an entity controlled by, controlling, or under the common control of the Company, there being no other change in the resulting entity's ability to meet its master permit obligations hereunder. Such consent may be granted by the City Administrator and this Master Permit may be administratively amended to reflect any such changes without the need for further City Council action or amendments to the adopting Ordinance.

B. The City reserves the right to invoke any or all provisions of this master permit upon the Company's successors or assigns, judgment creditors, or distributors of facilities or property used in enjoyment of privileges conferred herein, whether or not stated elsewhere, all without waiver of the right to withhold consent not expressly given of any such transfer and/or require a new master permit or license. This includes, but may not be limited to, requirements for filing or establishing with the City the insurance certificates, security fund and performance bond as required pursuant to this master permit and paying all direct costs to the City related to the transfer or assignment.

C. The Company shall not permit installations by others in the permitted areas, without written approval from the administrator. Such approval shall not be in lieu of a master permit or license or other requirements of the City. Whether or not permitted, the Company shall remain responsible for all third-party users permitted or allowed by the Company for compliance with this master permit. The intent of this provision is to require third parties, who might otherwise desire to use the Company's facilities, to also comply

with applicable City requirements regarding master permits or right-of-way permits.

Section 16. Notice. Any notice, except a notice under Section 5.C.4, required or permitted by this Master Permit must be sent to the addresses specified below. This Master Permit may be administratively amended to update this contact information as needed without the need for City Council action or amendments to the adopting Ordinance.

CITY OF LAKE FOREST PARK
City Administrator
17425 Ballinger Way N.E.
Lake Forest Park, WA 98155

XO COMMUNICATIONS SERVICES, LLC
Attn: Franchise Manager
600 Hidden Ridge, E02E102
Irving, TX 75038

Copy to:

Verizon Legal Department
Attn: Network Legal Team
1300 I Street, NW
5th Floor
Washington, DC 20005

Section 17. Venue and Jurisdiction. This Master Permit shall be construed in accordance with the laws of the State of Washington. Venue for any disputes arising out of this Master Permit shall be filed and adjudicated in either the United States District Court for the Western District of Washington or King County Superior Court.

Section 18. Work of Contractors and Subcontractors. The Company's contractors and subcontractors shall be licensed and bonded in accordance with state law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the Company. The Company shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by the Company and shall ensure that all such work is performed in compliance with this Master Permit and applicable law.

Section 19. Term. The term of this Master Permit shall be as set forth in the Ordinance approving, renewing, or restating this Master Permit.

EXECUTED this ____ day of _____, 2022.

City of Lake Forest Park

**XO Communications Services,
LLC**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

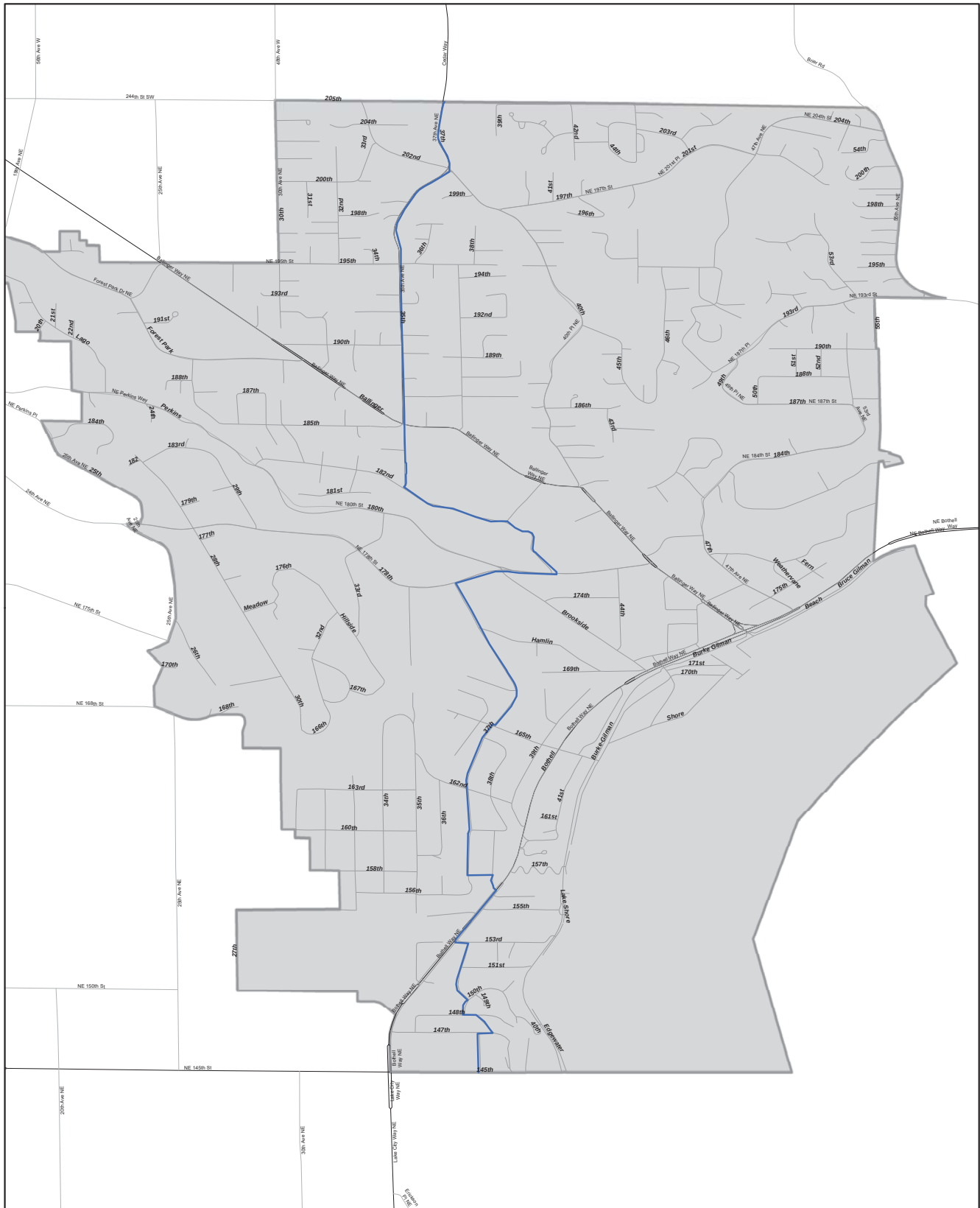
Date: _____

Approved as to Form:

Kim Adams Pratt, City Attorney

XO Communications Services, LLC
Existing Fiber
City of Lake Forest Park, WA

Section 10, ItemB.



Buried -19,376 LF

Lake Forest Park

Confidentiality Statement: Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this materials not permitted to any authorized persons or third parties except by written agreement.



Data Source: VZB
 Projection: GCS_WGS_1984
 Map Created: 5/18/2022
 Map Created By: Andres McDonnell



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	6/23/2022
Originating Department	Public Works
Contact Person	Jeff Perrigo, Public Works Director Kim Adams Pratt, City Attorney
Title	Ordinance 1244/Granting MCImetro Access Transmission Services Corporation, its successors and assigns, a five-year nonexclusive Master Use Permit to construct, maintain, operate, replace, and repair telecommunications system in, across, over, along, under, through, and below the public rights-of-way of the City of Lake Forest Park

Legislative History

- First Presentation: June 23, 2022

Attachments:

1. Ordinance No. 1244/Granting MCImetro Access Transmission Services Corporation a Master Use Permit
2. Exhibit A, Master Use Permit

Executive Summary

This is the first reading of a proposed ordinance granting MCImetro Access Transmission Services Corporation ("MCImetro") a five-year master use permit. The City Council has previously approved Ordinance No. 1017 and Ordinance 1131 granting MCImetro successive five-year nonexclusive Master Use Permits allowing the company to operate telecommunications facilities within the City's rights-of-way. The last Master Use Permit granted to MCImetro expired May 21, 2022, and MCImetro has applied for a successor agreement to allow it to continue operating telecommunications facilities within the City's rights-of-ways. Approval of this Ordinance would grant MCImetro a new, nonexclusive Master Use Permit allowing continued use of the City's rights-of-ways for an additional five years under the terms and conditions set forth in the Master Use Permit.

Background

The federal Telecommunications Act of 1996 was adopted to encourage the development of high technology communications systems through increased competition among companies. The Act provides that no local jurisdiction may prohibit any entity from providing telecommunications services, but may manage its public rights-of-way in a competitively neutral manner and require compensation from telecommunications providers for their use of rights-of-way provided that such compensation is fair, reasonable, nondiscriminatory, competitively neutral and publicly disclosed.

In Washington, cities manage their rights-of-way with respect to telecommunications providers pursuant to Chapter 35.99 RCW. This statute allows cities to issue a telecommunications “master permit,” which is defined as “the agreement in whatever form whereby a city or town may grant general permission to a service provider to enter, use, and occupy the right-of-way for the purpose of locating [telecommunications] facilities.” The City has adopted procedures and criteria for the issuance of telecommunications master permits in Chapter 5.26 of the Lake Forest Park Municipal Code (“LFPMC”). After the Council grants a master permit, when a permittee wishes to work in the right-of-way it must apply for a right-of-way permit. It is at this time when the public works and planning departments review the specific plans for the project including the proposed route, the traffic safety plans, and the determination about whether the applicant needs additional permits such as sensitive area permits.

Provisions in the proposed MCImetro Master Use Permit include:

- Expiration in 5 (five) years;
- Non-exclusivity;
- Location approval and oversight by the City Administrator and Public Works Director; and
- Compliance with Chapter 19.122 RCW, Washington State’s “Underground Utilities” statute, where applicable.

Fiscal & Policy Implications

Collection of permit fees.

Alternatives

<i>Options</i>	<i>Results</i>
• Approve the Ordinance.	MCImetro will retain existing telecommunications facilities within the City’s rights of way and may expand such facilities after obtaining right of way permits from the City.
• Do not approve the Ordinance	The City would continue working with MCImetro until terms acceptable to both the company and the City Council could be negotiated.

Staff Recommendation

Approve and Adopt Ordinance 1244/Granting MCImetro Access Transmission Services Corporation, a five-year nonexclusive Master Use Permit to construct, maintain, operate, replace, and repair a telecommunications system in, across, over, along, under, through, and below the public rights-of-way of the City.

ORDINANCE NO. 1244

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, GRANTING TO MCIMETRO ACCESS TRANSMISSION SERVICES CORPORATION, D/B/A VERIZON ACCESS TRANSMISSION SERVICES, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY, AND NONEXCLUSIVE MASTER PERMIT, FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A TELECOMMUNICATION SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH, AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE CITY

WHEREAS, MCImetro Access Transmission Services Corporation, d/b/a Verizon Access Transmission Services, A Delaware Corporation (the “Company”) owns and operates a telecommunications system; and

WHEREAS, the City Council of Lake Forest Park (the “City”) has previously approved Master Use Permits for the Company by adoption of Ordinance No. 1017 and Ordinance No. 1131; the latter of which expired on May 21, 2022; and

WHEREAS, the Company desires to obtain from the City a new Master Use Permit to continue to allow the Company to install, operate, and maintain a telecommunications system in the public rights-of-way of the City; and

WHEREAS, the City Council has the authority to grant Master Use Permits for the use of its streets and other public properties pursuant to RCW 35A.47.040, Chapter 35.99 RCW, and Chapter 5.26 of the Lake Forest Park Municipal Code (“LFPMC”).

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

Section 1. GRANT OF MUP. The City Council hereby grants a Master Use Permit to Company for a telecommunications system, with terms and conditions substantially as set forth in Exhibit A hereto. The initial term of the Master Permit shall be 5 (five) years commencing on the effective date of this Ordinance, after which time the Master Use Permit may be renewed or reinstated by ordinance of the City Council for a term determined by the City Council. This Master Permit is issued pursuant to Chapter 5.26 LFPMC, which is incorporated herein by reference. Further, the City Attorney is authorized to make non-substantive, administrative edits to the Master Use Permit.

Section 2. SEVERABILITY. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court, the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance shall not be affected, unless the rights, privileges, duties, or obligations hereunder are

materially altered, whereupon either party may request renegotiation of those remaining terms.

Section 3. EFFECTIVE DATE. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this ____ day of _____, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, CMC
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: June 23, 2022
Adopted: _____
Posted: _____
Published: _____
Effective: _____

**MCIMETRO ACCESS TRANSMISSION SERVICES CORP.
D/B/A VERIZON ACCESS TRANSMISSION SERVICES
MASTER USE PERMIT FOR OPERATION OF
TELECOMMUNICATIONS FACILITIES WITHIN THE CITY
OF LAKE FOREST PARK**

WHEREAS, MCImetro Access Transmission Service Corp. d/b/a Verizon Access Transmission Services, a Delaware Corporation (the "Company"), owns and operates a telecommunications system; and

WHEREAS, the Company desires to install, operate, and/or maintain a telecommunications system in the public rights-of-way of the City of Lake Forest Park (the "City"); and

WHEREAS, the City Council has the authority to grant Master Permits for the use of its streets and other public properties for telecommunications facilities pursuant to RCW 35A.47.040, RCW 35.99.020, and Chapter 5.26 of the Lake Forest Park Municipal Code (the "LFPMC").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Master Permit Granted. This Master Permit is issued pursuant to Chapter 5.26 LFPMC, which is incorporated herein by reference. Subject to the terms and conditions hereinafter set forth, and to approval by the City Council via Ordinance, the City grants to the Company a Master Permit for a telecommunications system for the purposes of providing fiber optic network for telecommunication services. The term of the Master Permit shall be as set forth in the Ordinance approving this Master Permit. This Franchise does not grant Grantee the right to install and/or operate Wireless Communication Facilities. As used herein, "Wireless Communication Facilities" means any unstaffed facility for the transmission and/or reception of radio frequency signals through electromagnetic energy usually consisting of an equipment shelter or cabinet, a support tower or other structures used to achieve the necessary elevation, and the transmission and reception devices or antenna. Any entity that seeks to install and/or operate such Wireless Communication Facilities must have an independent franchise to use the Public Ways outside of this Franchise. Further, this Franchise does not grant the right to offer cable services as defined in 47 U.S.C. Section 522(6).

This Master Permit grants to the Company the right, privilege, and authority to construct, operate, maintain, remove, replace, and repair all necessary facilities for the above-described telecommunications system, in, under, on, across, over, through, along, or below the public rights-of-way located in the City and shown on the map attached as Exhibit 1 hereto and incorporated herein by reference, as approved under City permits issued pursuant to applicable City codes and regulations. Any reference herein to a public right-of-way shall not be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and this Master Permit shall be deemed to grant no more than those rights

which the City may have the undisputed right and power to give.

This Master Permit does not convey any equitable or legal title to the public rights-of-way. The right granted is only the right to occupy public rights-of-way. This Master Permit does not grant a vested right for any facility to be located or to remain at any specific location in the public right-of-way and this Master Permit or consent to occupy any location in the public right-of-way is revocable and terminable at the lawful discretion of the City; and, if so revoked, the facility shall be removed at the cost of the Company in order to allow free and unencumbered use of the public right-of-way for public work or other public purpose as may be in the best public or municipal interest as determined by the City.

Section 2. Definitions.

“Administrator.” The City Administrator of the City of Lake Forest Park, or a designee of the Administrator.

“Engineer.” The Public Works Director or designee authorized to administer this Master Permit.

“Public Works Director.” The appointed Public Works Director of the City of Lake Forest Park, or the designee of the Public Works Director.

Other terms. Unless otherwise defined, terms used in this Ordinance shall have the meaning set forth in Chapter 5.26 LFPMP.

Section 3. Non-Exclusive Master Permit. This Master Permit is non-exclusive, and the City reserves the right to grant other or further Master Permits or franchises in, along, over, through, under, below, or across any of its public rights-of-way. This Master Permit shall in no way prevent or prohibit the City from using any of its public rights-of-way or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, and dedication of same, including the dedication, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares, and other public properties of every type and description.

Section 4. Compensation.

A. Per RCW 35.21.860, the Company shall compensate the City for its costs related to receiving and approving its Master Permit, including the costs associated with the City’s legal costs incurred in drafting and processing this Master Permit. Company shall pay all costs of publication of this Master Permit and any and all notices prior to any public meeting or hearing in connection with this Master Permit. Company shall pay the reimbursements per this section 4.A upon acceptance of this Master Permit. No permits shall be issued for the installation of Facilities until such time as the City has received payment.

B. The Company shall pay the costs to process any subsequent right-of-way permits

issued pursuant to this Master Permit, other permits required under the LFPMC, the costs of inspecting plans and construction pursuant thereto, or the cost of the preparation of a detailed statement pursuant to Chapter 43.21C RCW.

1. Costs shall be billed to the Company in the manner and at the rates provided in a resolution adopted by the City Council.

2. Fees must be paid within 30 days of receipt of the City's billing.

3. On request of the Company, the City will submit proof of any charges or expenses incurred. For any project or time frame, the Company can request a written estimate from the Administrator, in advance of costs planned to be expended by the City, and the Company may object to any costs by filing written protest with the Administrator. The Administrator shall decide the protest within five business days, and the decision shall be the final decision of the City.

B. The Company shall compensate the City for its actual incremental costs necessarily incurred on City public works projects because of the presence of Company's telecommunications system in the right-of-way.

1. Fees must be paid within 30 days of receipt of the City's billing; thereafter, amounts due shall bear interest at 6% per annum.

2. On request of the Company, the City will submit proof of such incremental costs.

3. Before commencing work, the City shall notify the Company of its proposed project, and the incremental costs the City estimates will be incurred. The Company may object to any cost estimates by filing written protest of the cost estimate with the Administrator. The Administrator shall decide the protest within five business days, and the decision shall be the final decision of the City. In the event unforeseen costs are actually incurred by the City, the City shall bill such costs to the Company and such costs shall be paid within 30 days of receipt of the City's billing. The Company may object to any unforeseen costs by filing a written protest with the Administrator. The Administrator shall decide the protest of any unforeseen costs within five business days, and the decision shall be the final decision of the City.

C. Company hereby warrants that its operations as authorized under this Master Permit are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Master Permit. The City hereby reserves its right to impose a franchise fee on Company if Company's operations as authorized by this Master Permit change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Company obtain a separate Master Permit for its change in use. Nothing contained herein shall preclude Company from challenging any such new fee or separate agreement under applicable

federal, state, or local laws.

Section 5. Conditions governing use of public rights-of-way.

A. Before any work is performed in the public right-of-way, the Company shall obtain a right-of-way permit in accordance with Chapter 12.04 LFPMC. An application for a right-of-way permit by the Company shall be approved or disapproved within thirty days of the date of the filing of a complete application. A right-of-way permit shall incorporate the requirements of this Master Permit and Chapter 5.26 LFPMC in addition to the requirements of Chapter 12.04 LFPMC.

B. Except as expressly provided otherwise, any act that the Company, its contractors or subcontractors are required to perform under this section shall be performed at their cost. If the Company fails to perform work that it is required to perform within the time provided for performance specified within the right-of-way permit, the City may perform the work and bill the Company therefore. The Company shall pay the amounts billed within 30 days.

C. Construction Procedures and Placement of Facilities – Obligation to Minimize Interference with Use of Public Rights-of-Way.

1. The construction, operation, and repair of communications facilities are subject to the supervision of all of the authorities of the City with jurisdiction over such matters and shall be performed in compliance with all laws, ordinances, departmental rules and regulations affecting such system.

2. The construction, operation, and repair shall be performed in a manner consistent with high industry standards. Persons engaged in the construction, operation, or repair of communications facilities shall exercise reasonable care in the performance of all their activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property or interfere with traffic or the use of adjoining property. All work performed by the Company or its contractors shall be accomplished in a safe and competent manner. The Company shall comply with all applicable safety regulations during construction as required by the ordinances of the City or the laws of the State of Washington.

3. Construction, operation, or repair of a communications system shall not commence until all required permits have been properly filed for and obtained from the proper City officials and all required permits and associated fees paid and bonds or other performance security provided. In any permit so issued, the City may impose as a condition of the granting of the permit such conditions and regulations as may be necessary to the management of the rights-of-way, including, by way of example and not limitation, for the purpose of protecting any structures in the public rights-of-way, for the proper restoration of such public rights-of-way and structures, and for the protection of the City and the public and the continuity of pedestrian and vehicular traffic.

4. Whenever a Company facility located in a right-of-way endangers property,

health, or safety, or whenever necessary to temporarily restore communications system services that have been disrupted by storms, earthquakes, riots or other unexpected accidents the Company shall immediately take proper emergency measures, without first obtaining a permit as required by this Master Permit. However, the Company shall notify the City of the work no later than the next succeeding business day and apply for a right-of-way permit by the next business day; provided that the Company shall be required to conform any work performed before a right-of-way permit was issued and to perform any other work in accordance with the requirements of the permit.

If work related to facilities authorized by this Master Permit endangers property or the public's health and safety, the Public Works Director may direct the Company, at the Company's own expense, to take appropriate protective action, including compliance within a prescribed time. Unless otherwise notified in writing by the Company, the City shall notify the Company as follows: name: MCI One Call; emergency number 1-800-624-9675; local contact person Randal Schreur and cell/pager 206-472-0247. The Company must notify the City if the person(s) or contact information changes.

If the Company does not comply with such directions, or if immediate action is required to protect property or the public's health and safety, the City may take reasonable emergency measures, and the Company shall be liable to the City for the costs thereof.

5. The Company shall follow City-established requirements for placement of facilities in public rights-of-way, including the specific location of facilities in the public rights-of-way, and shall install facilities in a manner that minimizes interference with the use of the public rights-of-way by others. The City may require the installation of facilities at a particular time, at a specific place, or in a particular manner as a condition of access to a particular right-of-way; it may require a person using the rights-of-way to cooperate with others to minimize adverse impacts on the rights-of-way through joint trenching, joint use of facilities and other arrangements; it may deny access if the Company is not willing to comply with the City's lawful requirements that allows operator to provide its services; it may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place, or manner of installation; and it shall charge the Company for all the costs associated with removal.

6. Upon order of the Administrator, all work that does not comply with this Master Permit, the approved plans or specifications for the work, or the requirements of Chapter 5.26 LFPMP or other applicable law shall be removed.

7. Unless otherwise agreed or provided in this Master Permit or a right-of-way permit, the Company shall be required to reimburse and hold harmless the City for any cost or expense reasonably incurred by the City in the planning, construction, installing, altering, or implementing any public work as a result of the construction or the presence in the public right-of-way of the facility of the Company.

8. The specific location within the right-of-way and the method of installing

facilities underground or overhead will be subject to approval by the Engineer. Cutting of pavement in the public right-of-way shall be prohibited where the Engineer approves locating underground facilities in the unimproved portions of the right-of-way or in the sidewalk areas or requires alternative methods for undergrounding not requiring trenching or the cutting of pavement. Above ground facilities may be camouflaged using cover boxes that imitate trees or rocks.

9. Except to allow for compliance with state or federal law, cutting of pavement may be prohibited in a newly constructed or reconstructed street for a period of five years from the paving of such street or in a street where a trench was previously available for a period of three years from the date the trench was available. The City may require as a condition to the occupancy of the rights-of-way that communications facilities be located in existing underground ducts or conduits wherever the capacity exists; provided, however, the Engineer may in his or her discretion permit pot-holing (subject to conditions to alleviate the harmful effects) where conduit is to be placed underground by means of directional boring and the person seeking permission has provided evidence satisfactory to the Engineer that:

- a. Such pot-holing is necessary to avoid interference with existing utilities;
- b. Such pot-holing is the only reasonable alternative available to locate existing utilities; and
- c. Such pot-holing will result in little or no visual or other detrimental impact to the street.

10. Any and all public rights-of-way, public property, or private property that is disturbed or damaged during the construction, operation, repair or removal of a communications facility shall be promptly repaired by the Company. Public property and public right-of-way must be restored to the satisfaction of the City and to a condition as good as or better than before the disturbance or damage occurred and to the standards established on the approved plans, or permit conditions, whichever is greater. The Public Works Director shall have final approval of the condition of such streets and public places after restoration, such approval not being unreasonably withheld. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state, and local standards and specifications. The Company shall complete all restoration work promptly and promptly repair any damage caused by such work.

11. The Company shall continue to maintain the restored street area, which may consist of curb, gutter, sidewalk, pavement, or other restored appurtenances, in a condition as good as or better than the condition of the adjacent undisturbed area of the street for the life of the street when such maintenance or restoration is required as:

- a. A result of the restored street area being defective or otherwise inferior to the adjacent undisturbed area of the street, or

b. A result of the presence of the facilities of the communications system operator until the restored area is repaved or reconstructed by a different party.

12. Tree trimming shall not be performed without the permission of the City and other affected authorities, and tree trimming must be performed in strict accordance with the City code.

13. Within 48 hours after notice from the City in accordance with Section 5.C.4, the Company shall remove any graffiti on any part of its communications system in the public rights-of-way. If the operator fails to do so, the City may remove the graffiti and bill the Company for the cost thereof.

D. Relocation and Abandonment of Facilities.

1. The Company shall, by a time specified by the City, protect, support, temporarily disconnect, relocate, or remove any of its property when required by the City by reason of traffic conditions; public safety; public right-of-way construction; public right-of-way repair (including resurfacing or widening); change of public right-of-way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, public work, public facility or improvement, or any government-owned utility; public right-of-way vacation; or for any other purpose where the work involved would be aided by the removal or relocation of the communications facility. Collectively, such matters are referred to below as the "public work."

a. Except in the case of emergencies, the City shall provide written notice describing where the public work is to be performed as soon as practical but at least 30 days prior to the deadline by which the Company must protect, support, temporarily disconnect, relocate or remove its facilities. The Company may seek an extension of the time to perform such tasks where they cannot be performed in 30 days or by the completion time specified even with the exercise of its best efforts, and such request for an extension shall not be unreasonably refused.

b. If the Company does not comply with the requirements of Chapter 5.26 LFPMC, and to the extent that this Master Permit or any applicable right-of-way permit does not provide otherwise, and if not prohibited by applicable law, the City shall have the right to revoke any right of the Company to have its facilities remain at a specific location in the public right-of-way whenever the City determines that the facilities of the Company must be removed from their present location in order to facilitate a public work in the public right-of-way; and upon revocation of the Master Permit, license or right-of-way permit of the Company, the Company shall remove the same and restore the public right of way at its cost.

2. If any person that is authorized to place facilities in the rights-of-way requests the Company to protect, support, temporarily disconnect, remove, or relocate its facilities to accommodate the construction, operation, or repair of the facilities of such other person,

the Company shall, after 30 days' advance written notice, take action to effect the necessary changes requested. Unless the matter is governed by a valid contract or a state or federal law or regulation, the reasonable cost of the same shall be borne by the person requesting the protection, support, temporary disconnection, removal, or relocation and at no charge to the City, even if the City makes the request for such action on behalf of such party.

3. The Company shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same. The Company shall be given not less than seven days' advance notice to arrange for such temporary wire changes.

4. The Company may abandon and surrender its Master Permit to the City on six months' written notice to the Administrator, with copies served on the mayor and City attorney. Abandonment shall be subject to acceptance by the City, by a resolution of acceptance adopted by the City Council. Upon abandonment, non-renewal, revocation or expiration of this Master Permit, and if no extension is granted, the Company may, at the discretion of the Administrator, be required, in part or entirely, to remove all its fiber, wire, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Master Permit. Alternatively, the Administrator may direct, limit or condition the Company's removal, sale or continued use or abandonment of grantee's facilities and equipment, either by agreement or through means of any other lawful municipal power or right. The City may continue to invoke any provision of this Master Permit against the Company or any successor entity enjoying de facto Master Permit privileges after revocation or expiration. The City may take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interests of the City and its residents.

E. Every communications facility shall be subject to the right of periodic inspection by the City to determine compliance with the provisions of this Chapter 5.26 LFPMC, this Master Permit and any right-of-way permit, and other applicable law. The City shall have the right, upon request, to be notified and be present when the communications system is inspected by the Company to determine compliance with the provisions of Chapter 5.26 LFPMC, this Master Permit, any right-of-way permit, or applicable law where the City has enforcement authority. The Company shall respond to requests for information regarding its system and plans for the system as the City may from time to time issue, including requests for information regarding its plans for construction, operation and repair and the purposes for which the plan is being constructed, operated, or repaired to the extent such plant is or will be in the public right-of-way or has been or will be provided under this Master Permit or any right-of-way permit granted by or requested from the City.

F. The Company, if it places facilities underground, shall be a member of the regional notification center for subsurface installations and shall field mark the locations of its underground communications facilities upon request. The Company shall locate its

facilities for the City at no charge. The Company shall reasonably cooperate with City initiatives to coordinate underground fixture locations and installations. The Company shall be familiar with Chapter 19.122 RCW, Washington State's "Underground Utilities" statute. The Company shall certify that it understands local procedures, custom and practice relating to facilities locating, and shall ensure that its contractors or others working in the right-of-way on grantee's behalf are similarly well informed.

G. The Company shall recognize the City's right to preserve and control of the public right-of-way, particularly with respect to policies regarding the undergrounding of overhead lines for aesthetic reasons. Consistent with any general municipal undergrounding policy or program now or hereafter developed, the City reserves the right to require the Company's participation in municipally imposed undergrounding or related requirements as may now or hereafter arise, as a condition of the operator's new installation or major maintenance or restoration construction activities of overhead facilities under this franchise. The Company shall coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third-party beneficiary rights be implied or created. Nothing in this section shall be permitted in conflict with RCW 35.99.060, and the provisions of this section shall be applied in conformity thereto.

H. The Company may request reimbursement from the City as provided in RCW 35.99.060(3)(a)-(c) and if so requested the City shall make reimbursement as provided therein.

I. Plans for and Publicizing Work.

1. Work shall be publicized as the City may direct from time to time to notify the public and operators of other communications systems, of the impending work, to minimize inconvenience and disruption to the public and to allow for cooperative construction and for joint use of trenches and facilities.

2. The Company shall provide the City a plan for any initial system construction, or for any substantial rebuild, upgrade or extension of its facility, which shall show its timetable for construction of each phase of the project, and the areas of the City that will be affected.

3. The Company shall supply and maintain updated, at no cost, any information requested by the Administrator to coordinate municipal functions with the operator's activities and fulfill any municipal obligations under state law. The Administrator may request information concerning an installation inventory, location of existing or planned facilities, maps, plans, and as-built drawings of the operator's installations in the City. The information may be requested either in hard copy and/or electronic format compatible with the City's data base system. The Company shall keep the Administrator informed of its long-range plans for coordination with the City's long-range plans.

4. The Company shall maintain accurate maps and improvements plans which show the location, size, and a general description of all facilities installed in the public

rights-of-way and any power supply sources (including voltages and connections). Maps shall be based upon post-construction inspection to verify location. The Company shall provide a 24-inch by 36-inch map to the City showing the location of its facilities, in such detail and scale as may be directed by the Engineer. New system maps shall be promptly submitted to the City when the facility expands or is relocated. Copies of maps shall be provided on disk, in a commercially available electronic format specified by the Engineer or in such alternate form as approved by the Engineer.

5. The Administrator may when the City receives application for a permit to use a particular route, or on the Administrator's own initiative, designate by published order a route or proposed route for installation of communications facilities and may:

- a. Require all persons who wish to place underground facilities along that route or any part thereof to install them during a specified period; and
- b. To the extent allowed by law, otherwise prohibit placement of such facilities along the route or any part thereof for 36 months or for such other, longer period as is necessary to protect the public.

Section 6. Indemnification. The Company shall release, indemnify, and defend the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person for injury or death of any person or damage to property caused by or arising out of the negligent acts or omissions of the Company, its agents, servants, officers, or employees, performed under authority of this Master Permit; provided, that for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Company and the City, its officers, employees, and agents, the Company's obligation shall be only to the extent of the Company's negligence. This indemnification includes claims by the Company's own employees for which the Company might otherwise be immune under Title 51 RCW, and the Company waives its immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Inspection or acceptance by the City of any work performed by the Company at the time of completion of construction shall not relieve the Company of any of its obligations under this Section.

If a court or other tribunal agreed upon by the parties determines that the Company wrongfully refused the tender of defense in any suit or any claim made pursuant to this indemnification provision, the Company shall pay all of the City's costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision.

Section 7. Insurance. The Company shall procure and maintain for the duration of the Master Permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges,

and authority granted hereunder to the Company. The Company shall provide a blanket additional insured endorsement, including the City as an additional insured as its interest may appear under this Agreement, upon execution of this Master Permit Ordinance, and such endorsement shall evidence a policy of insurance that includes:

A. Commercial General Liability Insurance to Cover Liability Bodily Injury and Property Damage. The above referenced endorsement shall be as broad as (or better than) ISO endorsement CG 20 26 12 19. Exposures to be covered are: premises, operations, products/completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability:

1. Bodily Injury.

Each occurrence: \$5,000,000.
Annual aggregate: \$10,000,000.

2. Property Damage.

Each occurrence: \$5,000,000.
Annual aggregate: \$10,000,000.

3. Personal and Advertising Injury.

Annual aggregate: \$3,000,000.

4. Contractors Pollution Liability

Each occurrence: \$2,000,000.
Annual aggregate: \$2,000,000.

4. Completed operations and products liability shall be maintained for two years after the termination of the master permit or license (in the case of the communications system owner or operator) or completion of the work for the communications system owner or operator (in the case of a contractor or subcontractor).

5. Property damage liability insurance shall include coverage for the following hazards: X- Explosion, C- Collapse, U- Underground.

B. Workers' compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. The Company shall maintain commercial automobile liability in the amount of \$5,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned, and hired vehicles use in connection with this Agreement

D. Upon receipt of notice from its insurer(s) the Company shall provide the City with thirty (30) days' prior written notice of cancellation of any required coverage. Both

the Commercial General Liability Insurance and the Commercial Auto Liability Insurance shall be endorsed to include the City as an additional insured as its interest may appear under this Agreement. Policies shall be issued by companies authorized to do business under the laws of the state of Washington. Financial ratings must be no less than "A-" in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide.

E. The City reserves the right, upon prior written notice to require any other insurance coverage it deems necessary depending upon the exposures. Further, in the event the Company is self-insured, the Company shall furnish proof of self-insurance and shall warrant to the City that its self-insurance meets the criteria defined in this Agreement. Further, the Company shall assume all liability for deficiencies in their self-insurance to the extent it fails to meet the terms outlined in this Agreement.

F. The Company shall require any contractors and subcontractors to obtain and maintain equivalent or greater coverage as required of the Company, and the Company shall have sole responsibility for determining the limits of coverage required to be obtained by contractors and subcontractors. The Company shall ensure that the City is an additional insured on each and every contractor and subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

Section 8. Modification. The terms and conditions of this Master Permit may be modified upon written agreement of the parties.

Section 9. Forfeiture and Revocation. If the Company willfully fails to comply with any provision of this Master Permit, or through willful misconduct or gross negligence fails to comply with any notice given the Company by the City under the provisions of this Master Permit, or if any of the provisions of LFPMC 5.26.090(D) apply, then this Master Permit may be revoked pursuant to LFPMC 5.26.090.

Section 10. Remedies to Enforce Compliance. In addition to any other remedy, the City may obtain a superior court order compelling the Company to comply with the provisions of this Ordinance and seek to recover damages and costs incurred by the City by reason of the Company's failure to comply. The pursuit of any right or remedy by the City shall not prevent the City from acting under Section 9.

Section 11. City Ordinances and Regulations. This Master Permit shall not prevent the City from adopting and enforcing all necessary and appropriate ordinances regulating the performance of the conditions of this Master Permit, including any valid ordinance made in the exercise of its police powers. The City retains its authority to control by reasonable regulations the location, elevation, manner of construction, and maintenance of Company's telecommunications system in the public rights-of-way, and the Company shall conform with all such regulations, unless compliance would cause the Company to violate other requirements of law. In the event of a conflict between the provisions of this Master Permit and any other ordinance(s) enacted under the City's police power, such other ordinance(s) shall take precedence.

Section 12. Cost of Publication. The cost of the publication of this Ordinance shall be borne by the Company.

Section 13. Acceptance. Unless extended by Ordinance, the Company shall have sixty (60) days after the passage and approval of this Ordinance to file with the City Clerk its unconditional written acceptance of this Master Permit; otherwise, the Company shall be deemed to have rejected this Master Permit.

Section 14. Survival. Sections 5, Conditions governing use of public rights-of-way, and 6, Indemnification, shall be in addition to any and all other obligations and liabilities the Company may have to the City at common law, by statute, or by contract, and shall survive the City's Master Permit to the Company for the use of the City rights-of-way. This Ordinance is binding upon the successors and assigns of the Company and all privileges, as well as all obligations and liabilities of the Company shall inure to its successors and assigns.

Section 15. Assignment.

A. This Master Permit shall not be sold, leased, assigned, or otherwise alienated without the express consent of the City, and no rule of estoppel shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this section. The City agrees not to withhold consent where the Company demonstrates that the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger of or with an entity controlled by, controlling, or under the common control of the Company, there being no other change in the resulting entity's ability to meet its master permit obligations hereunder. Such consent may be granted by the City Administrator and this Master Permit may be administratively amended to reflect any such changes without the need for further City Council action or amendments to the adopting Ordinance.

B. The City reserves the right to invoke any or all provisions of this master permit upon the Company's successors or assigns, judgment creditors, or distributors of facilities or property used in enjoyment of privileges conferred herein, whether or not stated elsewhere, all without waiver of the right to withhold consent not expressly given of any such transfer and/or require a new master permit or license. This includes, but may not be limited to, requirements for filing or establishing with the City the insurance certificates, security fund and performance bond as required pursuant to this master permit and paying all direct costs to the City related to the transfer or assignment.

C. The Company shall not permit installations by others in the permitted areas, without written approval from the administrator. Such approval shall not be in lieu of a master permit or license or other requirements of the City. Whether or not permitted, the Company shall remain responsible for all third-party users permitted or allowed by the Company for compliance with this master permit. The intent of this provision is to require third parties, who might otherwise desire to use the Company's facilities, to also comply with applicable City requirements regarding master permits or right-of-way permits.

Section 16. Notice. Any notice, except a notice under Section 5.C.4, required or permitted by this Master Permit must be sent to the addresses specified below. This Master Permit may be administratively amended to update this contact information as needed without the need for City Council action or amendments to the adopting Ordinance.

CITY OF LAKE FOREST PARK City Administrator 17425 Ballinger Way N.E. Lake Forest Park, WA 98155	MCIMETRO ACCESS TRANSMISSION SERVICES LLC Attn: Franchise Manager 600 Hidden Ridge Irving, TX 75038
--	---

Copy to:

Verizon Legal Department
Attn: Network Legal Team
1300 I Street, NW
5th Floor
Washington, DC 20005

Section 17. Venue and Jurisdiction. This Master Permit shall be construed in accordance with the laws of the State of Washington. Venue for any disputes arising out of this Master Permit shall be filed and adjudicated in either the United States District Court for the Western District of Washington or King County Superior Court.

Section 18. Work of Contractors and Subcontractors. The Company's contractors and subcontractors shall be licensed and bonded in accordance with state law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the Company. The Company shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by the Company and shall ensure that all such work is performed in compliance with this Master Permit and applicable law.

Section 19. Term. The term of this Master Permit shall be as set forth in the Ordinance approving, renewing, or restating this Master Permit.

EXECUTED this ____ day of _____, 2022.

City of Lake Forest Park

**MCIMETRO ACCESS
TRANSMISSION SERVICES
CORP. D/B/A VERIZON ACCESS
TRANSMISSION SERVICES**

By: _____

By: _____

Title: _____

Title: Senior Manager – Network
Regulatory/Real Estate

Date: _____

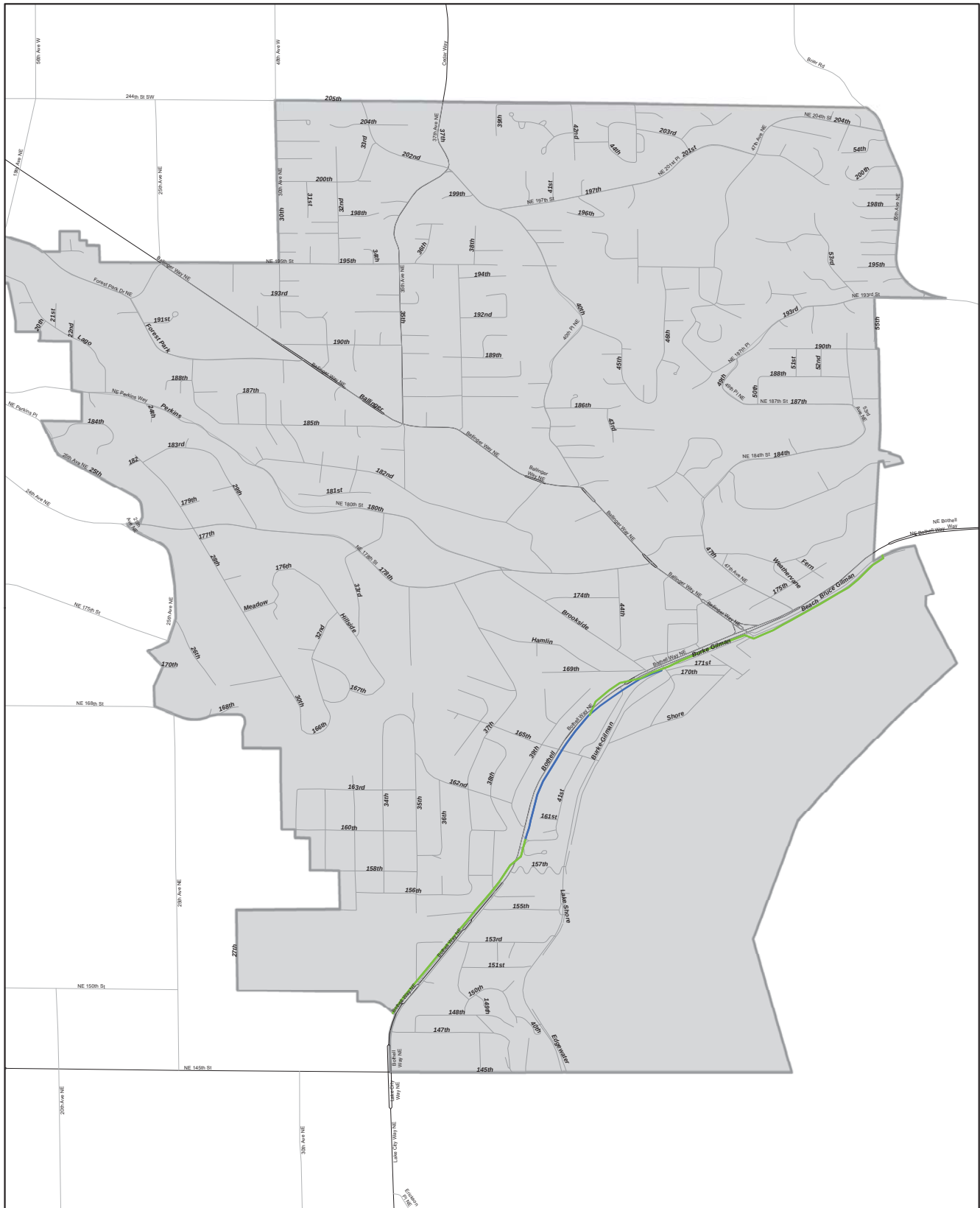
Date: _____

Approved as to Form:

Kim Adams Pratt, City Attorney

MCImetro Access Transmission Services LLC
Existing Fiber
City of Lake Forest Park, WA

Section 10, Item C.



- **Aerial - 19,467 LF**
- **Buried - 5,437 LF**
- Lake Forest Park**

Confidentiality Statement: Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this materials not permitted to any authorized persons or third parties except by written agreement.



Data Source: VZB
 Projection: GCS_WGS_1984
 Map Created: 5/18/2022
 Map Created By: Andres McDonnell



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date June 9, 2022

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 1848/Authorizing the Mayor to Sign American Rescue Plan Act (ARPA) Grant Agreement with Two Trading Tigers, LLC

Legislative History

- First Presentation - October 14, 2021, City Council Regular Meeting Work Session – ARPA Funds Introduction/Discussion
- Second Presentation – June 9, 2022, City Council Regular Meeting Work Session – Contract Introduction
- Action – June 23, 2022, City Council Regular Meeting

Attachments:

1. Resolution 1848
2. Draft Contract – Two Trading Tigers LLC

Executive Summary

Two Trading Tigers, LLC has applied for a portion of the city's ARPA funds for reimbursement of lost revenue up to \$52,000 caused by impacts of the COVID-19 pandemic.

The proposed contract is structured to be a reimbursement grant, including a not to exceed amount and a requirement for all backup documentation (Form 1040 Schedule C, Profit or Loss from Business) to be provided to and approved by the City's Finance Department prior to funds being dispersed to the recipient.

Currently, from the city's ARPA funds, there remains available for small business assistance \$300,000. For policy consideration, does the City Council prefer to allocate these remaining funds on a first come first serve basis until the funds are depleted, or set a maximum distribution to each entity to provide for the possibility of assisting more businesses at a smaller maximum amount?

Background

In response to Covid-19, the Federal Government has provided two funding vehicles, the Coronavirus Aid, Relief, and Economic Security Act (CARES) and the American Rescue Plan Act (ARPA) to assist the nation in addressing the economic impacts and operational challenges resulting from the pandemic. The City of Lake Forest Park allocated the limited CARES funds to maintaining city operations and assisting community partners. The ARPA funds to the City total roughly \$3.6M distributed in two tranches, 2021 and 2022, with an allocation deadline of December 31, 2024, and full expenditure by December 31, 2026.

The Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, and more equitable economy as the country recovers. Recipients may use these funds to:

- Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

Fiscal & Policy Implications

In April 2022 the Administration was required to submit to the U.S. Department of the Treasury the amount of ARPA funds being claimed as the city's lost revenue with an upper limit of \$10 million. Of the \$3,769,614 allocated to the City, a total of \$1,967,647 (\$82,840 from tranche one and all of tranche 2, \$1,884,807) was claimed as lost revenue. A total of \$1,501,967 was previously allocated and the remaining \$300,000 was left as unallocated federal dollars to allow for the continued support of small businesses, as the City cannot allocate General Fund revenues to businesses as it would be recognized as a gift of public funds. The current balance for small business support is the full \$300,000.

Staff Recommendation

Review the draft contract and provide the Administration with any further guidance prior to the proposed approval of the contract at the June 23, 2022, Regular Council Meeting.

Provide the Administration with policy guidance on any funding ceilings with respect to small business lost revenue.

RESOLUTION NO. 1848

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN AMERICAN RESCUE PLAN ACT
GRANT AGREEMENT BETWEEN THE CITY AND TWO
TRADING TIGERS, LLC**

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) was signed into law on March 11, 2021, and its funds are intended to provide financial support in responding to the impacts of the COVID-19 pandemic; and

WHEREAS, the City of Lake Forest Park (“City”) has been awarded ARPA funds for 2021 and 2022 of approximately \$3.6 million dollars to be allocated by December 31, 2024 and fully expended by December 31, 2026; and

WHEREAS, the City has received approximately \$52,000 in requests from Two Trading Tigers, LLC; and

WHEREAS, the City Council and Administration agree that supporting local businesses and community partners, that have been negatively impacted by the COVID-19 pandemic, provides vital assistance to the health and welfare of Lake Forest Park citizens and supports the unique character of Lake Forest Park; and

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

Section 1. AGREEMENT APPROVAL . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the ARPA grant agreement between the City and Two Trading Tigers, LLC attached hereto as Attachments A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ____ day of June, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: June 3, 2022
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1848

GRANT AGREEMENT BETWEEN
THE CITY OF LAKE FOREST PARK AND TWO TRADING TIGERS LLC
FOR AMERICAN RESCUE PLAN ACT FUNDS

This Grant Agreement Between The City of Lake Forest Park and Two Trading Tigers LLC For American Rescue Plan Act Funds (the “Agreement”) is made the last date signed below by and between the City of Lake Forest Park, a Washington municipal corporation (“the City”) and Two Trading Tigers LLC, a Washington Limited Liability Company (“Two Trading Tigers” and “Recipient”), collectively referred to as the “Parties.”

RECITALS

A. On March 5, 2020, the Lake Forest Park City Council declared a public health emergency in Lake Forest Park arising from the COVID-19 pandemic. Since then, the disease has impacted every part of life in the City. Social distancing became a necessity, businesses closed, schools transitioned to and from remote education, travel was sharply reduced, and many lost their jobs.

B. The City recognizes that one of its essential functions is to secure the health and welfare of Lake Forest Park’s citizens, and disperse when able, resources necessary to help individuals, nonprofits and small businesses survive.

C. The City has been awarded Fiscal Recovery Funds through the American Rescue Plan Act (“ARPA”) signed into law on March 11, 2021. The Funds are intended to provide support to local communities responding to the impacts of COVID-19.

D. For purposes of receiving ARPA funds, small businesses are defined as those having not more than 500 employees, being independently owned and operated, and not dominating their field of operation. Two Trading Tigers meets this definition of a small business that operates in the City. Two Trading Tigers has been deeply affected during the COVID-19 pandemic incurring a loss in revenue attributable to the negative impacts of the pandemic.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated herein by this reference.

2. Funds. The City will provide the Recipient with grant funds in an amount not to exceed Fifty-two Thousand Dollars and 00/100 (\$52,000.00) to be used to reimburse Recipient for lost revenue caused by the negative economic impact of the COVID-19 pandemics impacts in the community (the “Funds”):

3. Deadline for Expenditures and Invoices. Reimbursable expenditures under the Agreement must be incurred and invoiced to the City after March 3, 2021, and prior to December 1, 2022, unless this grant agreement is extended in writing by the City Council and Recipient.

4. Recipient Deliverables.

a. Not more than once every thirty days the Recipient shall send electronically to Accounting Supervisor, ap@ci.lake-forest-park.wa.us, its request for reimbursement of Funds expended per Section 2. Said invoices will document to the City's satisfaction the following:

- (i) the expense incurred and date of same (to include invoices, payroll backup, and any other documentation providing proof of the requested expense for reimbursement);
- (ii) how the expense qualifies for reimbursement under Section 2, above;
- (ii) how the expense qualifies for reimbursement under the final rule from the Department of Treasury at 31 CFR Part 35 (see Exhibit A attached), or as later amended by the Department of Treasury; and
- (iii) the total amount of reimbursement to-date to Recipient under this Agreement.

b. Recipient agrees to submit to the City an IRS Form W-9 with its initial invoice.

c. Payments shall be processed within thirty days from receipt by the City of Recipient's invoice with associated documentation, and following mutual agreement that such documentation provides the appropriate backup for the requested reimbursement.

5. Source of Grant Funds. The Parties acknowledge that funding for this Agreement comes solely from payment made to the City from ARPA funds, and the City has no independent obligation to provide the Recipient with funds from any other source.

6. Amendments. The Parties acknowledge that the City's responsibilities and requirements for expenditure of the ARPA funds may change. Any changes or revisions that are applicable to this Agreement shall be incorporated by written amendment of this Agreement, following written notice by City to the Recipient.

7. Effective Date. The effective date of this Agreement shall be the last date signed below by both Parties.

8. Nondiscrimination. During the performance of this Agreement, the Recipient shall comply with all federal and state nondiscrimination laws, including but not limited to, Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 *et seq.*, the Americans with Disabilities Act (ADA). In the event of the Recipient's

noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part.

9. Termination.

a. The City may terminate this Agreement for convenience upon providing seven (7) days written notice.

b. If the Recipient fails to fulfill its obligations under this Agreement, the City may terminate this Agreement for cause upon written notice to the Recipient specifying the reason for termination. The termination date shall be specified in the notice of termination. In the event Recipient fails to comply with its obligations, promises, and contract, as set forth in Sections 3 and 4, it shall be obligated to return to the City any Funds received.

10. Public Disclosure. All documents and records comprising the Agreement, and all other documents and records provided to the City by the Recipient are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Thus, the City may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Public Records Act or other laws applies.

11. Indemnification. The Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of the Recipient, its directors, officers, employees or agents, relating in any way to the Recipient's performance under this Agreement. These Indemnification obligations shall survive the termination of this Agreement. The Recipient further agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to the Recipient's failure for any reason to comply with the terms of this Agreement.

12. Attorney Fees and Governing Law.

a. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of any attorney are retained, to interpret or enforce any provisions of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. The amount of such fees, costs, and expenses shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

b. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Washington and the venue will be in King County, Washington.

13. Entire Agreement. The Parties agree that this Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties.

14. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

15. Notices. Notices and other documentation shall be sent to the following addresses:

To City:

City of Lake Forest Park
Attn: City Clerk's Office
17425 Ballinger Way NE
Lake Forest Park, WA 98155

To the Recipient:

XX

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

CITY OF LAKE FOREST PARK

RECIPIENT

By: _____
Jeff Johnson, Mayor

By: _____
Printed Name: _____

Date: _____

Title: _____
Date: _____

Attachments:

Exhibit A: 31 CFR Part 35



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	6/23/2022
Originating Department	Court
Contact Person	Pamela McConville
Title	Resolution 1849/Authorizing Mayor to Sign Interagency Agreement IAA22546 between Washington State Administrative Office of the Courts and the Lake Forest Park Municipal Court regarding Interpreter Reimbursement

Legislative History

- June 23, 2022, City Council Regular Meeting – Action

Attachments:

1. Resolution 1749
2. Interagency Agreement IAA22546

Executive Summary

This is an interagency agreement to provide reimbursement funds for interpreter services for court interpreters and language access service expenses.

Background

Several years ago, the Washington State Administrative Office of the Courts (AOC) introduced the Interpreter Reimbursement program. The purpose of the program is to assist courts with the expenses incurred when providing interpreters for court related matters. In 2021 the program received additional funding that allows AOC to add additional courts into the reimbursement pool.

Lake Forest Park Municipal Court is one of the courts that is invited to participate in the reimbursement program. This is due in part to the court's active participation and compliance with the King County Municipal Courts Language Access Plan and regional Payment Policy.

Like most organizations, the state is experiencing staffing shortages and was delayed in sending out the reimbursement program contracts to the courts. Lake Forest Park is one of the newer courts and we received our contract months after the currently participating courts. Initially, we thought it was too late to sign the contract and participate. However, speaking with some of the coordinators of the program, AOC understands the delay in sending the contracts contributed to the delay in receiving the signed contracts back from the courts.

Lake Forest Park Municipal Court has been waiting for the opportunity to participate in the program. Court interpreter expenses continue to increase, and it is anticipated that the pay rate for interpreters will increase in 2023. It is important for us to take full advantage of this opportunity to receive reimbursement. It is important to note that LFP will not receive reimbursement for all our interpreter expenses. However, it is a great opportunity for us to receive reimbursement for a portion of our expenses. There are no matching fund requirements to participate. We simply must follow the rules of the program, submit our support documentation to AOC along with the completed A-19 form, and the reimbursement request will be reviewed by the funding authorities.

It is our recommendation for the Council to show their support for Lake Forest Park Municipal Court's participation in the Interpreter Reimbursement Program as we continue to provide certified court interpreters to all court customers who access justice in our court. This is a one-touch request as it is time sensitive.

Fiscal & Policy Implications

The budget actuals for interpreter services per year on average is \$3,000.

Alternatives

<i>Options</i>	<i>Results</i>
• Approve	Court could receive reimbursement for interpreter services
• Deny	Court would receive no reimbursement for interpreter services

Staff Recommendation

Approve Resolution 1849 to authorize the Mayor to Sign an Interagency Agreement IAA22546 between the Washington State Administrative Office of the Courts and the Lake Forest Park Municipal Court regarding Interpreter Reimbursement.

RESOLUTION NO. 1849

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR MUNICIPAL COURT INTERPRETER AND LANGUAGE ACCESS SERVICE EXPENSES FOR THE PERIOD 2021-2022

WHEREAS, the City of Lake Forest Park Municipal Court has a need to improve access to the Court for limited English proficient, deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43; and

WHEREAS, the Washington State Administrative Office of Courts will provide reimbursement costs to the City of Lake Forest Park for costs related to the use of interpreter services; and

WHEREAS, the City of Lake Forest Park and the Washington State Administrative Office of the Courts have negotiated a new Interagency Agreement to provide for reimbursement costs to the City for interpreter services.

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 Interagency Agreement with the Washington State Administrative Office of the Courts to provide the Lake Forest Park Municipal Court funds for court interpreter and language access service expenses for the period 2021-2022, a copy of which is attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this _____ day of June, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: June 16, 2022
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1849

INTERAGENCY AGREEMENT IAA22546
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
LAKE FOREST PARK MUNICIPAL COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Lake Forest Park Municipal Court, (the Court) for the purpose of providing funds for court interpreter and language access service expenses to the Lake Forest Park Municipal Court.

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a) "Credentialed Interpreter" means an interpreter who is certified or registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) and RCW 2.43.020 (6), or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et seq.*

The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at

http://www.courts.wa.gov/programs_orgs/pos_interpret/

The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at:

<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

- b) "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- c) "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

2. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

These funds are intended to address each court's following needs:

- Financial Need

For example, the gap between the court's available financial resources and the costs to meet its need for credentialed interpreters and the implementation of the Court's language access plan.

- Need for Court Interpreters

For example, the public's right to access the court, and the court's responsibility to provide credentialed interpreters as required by RCW Chapters 2.42 and 2.43.

- Need for Language Access in General

For example, translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

3. GENERAL REQUIREMENTS

- a) The Court shall provide the AOC with a mailing address, vendor identification number, and contact information for the person identified as the main contact, and their email address.
- b) The Court will ensure that the funding is used only for language access purposes and for reimbursement of costs paid to credentialed and qualified interpreters for Qualifying Events pursuant to Exhibit A, which is incorporated herein by reference.
- c) The Court agrees to track and provide interpreter cost and usage data using a web-based application provided by the AOC Language Access Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- d) The Court agrees to work with the AOC Language Access Reimbursement Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- e) The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings, in person and/or online, provided by the AOC Interpreter Commission and Interpreter Program.
- f) The Court may elect to pay for interpreter services that are not in accordance with the provisions of Exhibit A as set forth; however, such payments will not be reimbursed.

4. LANGUAGE ACCESS PLAN REQUIREMENT

- a) The Court is required to have a Language Access Plan (LAP) to be a part of the Language Access Reimbursement Program.
- b) All Courts participating in the Language Access Reimbursement Program must submit either an updated or new Language Access Plan (LAP).
- c) Language Access Plan must be received for review and approval by the AOC, pursuant to the schedule below. The AOC can refuse payment if the LAP is submitted after the deadlines listed below.

Language Access Plan Documents	Language Access Plan Documents Due Dates
Draft 1	January 31, 2022
Draft 2	March 31, 2022
Final	May 1, 2022

- d) Staff from the Washington State Supreme Court Interpreter Commission will work with courts to develop and implement their LAPs, and will provide technical assistance and training when needed.

5. TECHNICAL REQUIREMENTS

- a) The Court shall use the Language Access Reimbursement Web Application created by the AOC to electronically submit quarterly data and A-19 voucher invoices for reimbursements.
- b) Courts submitting quarterly data and A-19 vouchers shall use one of the following supported web browsers:
 - MS Edge
 - Chrome
 - Firefox
- c) Network access to the Inter-Governmental Network (IGN) or VPN access to the IGN will be required to use the Language Access Reimbursement Web Application.
- d) JIS Court Credentials (RACF) will be required to authenticate and gain access to the Language Access Reimbursement Program Web Application.

6. PERIOD OF PERFORMANCE

The dates of performance under this Agreement shall begin on **July 1, 2021**, regardless of the date of execution, and shall end on **June 30, 2022**, Fiscal Year 2022 (FY22).

7. COMPENSATION AND COMPENSATION PROCEDURES

- a) The Court shall be reimbursed a maximum of \$35,306.78 for interpreter and language access services costs incurred during the period of July 1, 2021, to June 30, 2022, FY22.
- b) No reimbursement shall be made under this Agreement for language access services provided after June 30, 2022.
- c) The Court shall receive payment for its costs for language access services as set forth in Exhibit A, and incorporated herein.
- d) The Court shall only receive payment after properly submitting A-19 voucher invoices and corresponding data (*See subsection 3b*).
- e) The Court shall submit requests for reimbursements to the AOC quarterly according to the schedule below (see chart below). The AOC will not accept monthly requests for reimbursements.
- f) Requests for reimbursement must be received for review and approval by the AOC, pursuant to the schedule below. The AOC can refuse payment if requests for reimbursement are submitted after the deadlines listed below.

Fiscal Quarter	For qualifying and non-qualifying events, goods and services, and staff interpreter costs incurred between	Deadlines – requests for reimbursement must be received by the AOC no later than
Quarter 1	July 1, 2021 – September 30, 2021	March 31, 2022
Quarter 2	October 1, 2021 – December 31, 2021	March 31, 2022
Quarter 3	January 1, 2022 – March 31, 2022	May 31, 2022
Quarter 4	April 1, 2022 – June 30, 2022	July 10, 2022

- g) If this this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- h) The Court shall submit its quarterly data and A-19 invoice vouchers using the Language Access Reimbursement Web Application.
- i) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- j) The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- k) The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. The AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

8. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

9. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each

notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

10. INDEPENDENT CAPACITY

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

11. AGREEMENT ALTERATIONS AND AMENDMENTS

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

12. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

13. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

14. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

15. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

16. GOVERNANCE

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

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

- Applicable state and federal statutes and rules;
- This Agreement; and
- Any other provisions of the agreement, including materials incorporated by reference.

17. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

18. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

19. SEVERABILITY

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

20. AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Michelle Bellmer PO Box 41170 Olympia, WA 98504-1170 michelle.bellmer@courts.wa.gov	Pamela McConville , Court Administrator Lake Forest Park Municipal Court 17425 Ballinger Way NE Lake Forest Park, WA 98083-0678 pmcconville@ci.lake.forest.park.wa.us

21. ENTIRE AGREEMENT

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

AGREED:

Administrative Office of the Courts

Contractor

Signature *Date*

Signature *Date*

Dawn Marie Rubio

Name

Name

State Court Administrator

Title

Title

**INTERAGENCY AGREEMENT IAA22546
EXHIBIT A**

**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
LANGUAGE ACCESS INTERPRETER REIMBURSEMENT PROGRAM FUNDING**

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access Reimbursement Program funding conditions and payment structure shall be as follows:

5. GENERAL FUNDING CONDITIONS

The AOC will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (“LEP”), deaf, and hard of hearing persons. This includes interpreters credentialed by the AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 “Qualifying Interpreter Events.”

It also includes goods and services that improve language access, listed under Section 3 “Language Access Items,” and services listed under Section 4 “Language Access Services”.

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

6. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

The AOC will reimburse courts under this Agreement for the cost of appointing AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one AOC credentialed interpreter in the language being used then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.

- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

The AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:

<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Staff Interpreters (Salaried Court Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services Outside of the Courtroom

The AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings and other services provided to the public by the Court. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for the cost of goods and services that will help increase language access in the Court.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Interpreter scheduling software or services
- Document translation
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Printed signage for language assistance purposes
- Staff training on language access, interpreting, or bilingual skills improvement, for example:
 - Interpreters skills training for bilingual staff who want to become certified
 - Training for staff who are partly bilingual to improve their skills
 - General training on addressing language access issues.

Other examples can be found here:

<https://www.nmcenterforlanguageaccess.org/cms/en/courts-agencies/about-language-access-basic-training>

Items or services not listed above must be pre-approved (via email) by Language Access Interpreter Reimbursement Program staff prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget, or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) Spoken Language Interpreters

The AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

b) **Sign Language Interpreters**

The AOC will reimburse the Court for 50% of the cost of certified and court-qualified interpreters providing services under this Agreement.

c) **Staff Interpreters (Salaried Staff)**

The AOC will reimburse the Court for 50% of the cost of staff interpreters.

d) **Contracted Interpreters**

The cost of contract interpreters who are paid other than on an hourly basis, for example, on a half-day or flat rate basis, will be reimbursed at 50%.

e) **Remote Interpreting**

The AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video.

f) **Cancellation Fees**

The AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

B. Travel Time and Mileage

The AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date June 23, 2022

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Municipal Court Security

Legislative History

- First Presentation City Council Regular Meeting – June 23, 2022
- Second Presentation
- Action

Attachments:

1. Minimum requirements for court security
2. Draft Memorandum of Understanding (“MOU”) with the Lake Forest Park Police Guild

Executive Summary

The Lake Forest Park Municipal Court has for many years contracted with a private company to provide security on court days and during jury trials. During the last two years of the pandemic all court days have been held remotely and there were no jury trials. As the City worked to move to hybrid meetings, the Court’s needs were addressed to provide for a hybrid Court presence as well. The result is that in person court days will be limited to 4 hours, two days per week.

Due to such limited hours and the infrequency and short notice of jury trials, the current security company is no longer able to provide these services. A total of six (6) security firms were contacted by the court, only one is able to provide service at \$79 per hour.

Background

The company able to provide security services for the Court employs retired and off duty officers. Because the quoted rate of \$79 per hour is a significant increase over the \$45 per hour quoted by the past firm, and considering that they employ retired and off duty officers, Chief Harden suggested exploring the possibility of providing this service through the City’s own off duty officers. With the recent

adoption of the 2022 – 2024 Police Guild Collective Bargaining Agreement an average overtime rate effective July 1, 2022, was calculated at roughly \$70 per hour.

As sworn officers, utilizing the city's off duty officers ensures that security is being provided by individuals that meet or exceed the requirements necessary to provide the services of court security. Attached is a copy of the minimum requirements for this position if hired as a city employee.

The approach of hiring internally to provide security was considered, however, the cost for one employee at an assumed \$30 per hour plus benefits would run roughly \$18,000 per year and poses operational issues in the event of illness and time off. In addition, at 8 hours per week the position is not overly attractive to potential candidates and would be difficult to fill in a tight labor market.

A Memorandum of Understanding (MOU) with the Guild will be necessary to identify how this overtime will be scheduled and that the City maintains its management right respective to hours and scheduling and may terminate providing court security with notice. A draft MOU is attached.

Fiscal & Policy Implications

The rate charged prior to the pandemic was \$20 per hour, that same company has quoted \$45 per hour but due to the limited hours is unable to provide the services. The company able to provide services charges \$79 per hour and the city's own police department would average \$70 per hour. The table below compares the three rates.

	Pre-pandemic	Post pandemic	LFP Officer
	\$20 per hour	\$79 per hour	\$70 per hour
Annual cost	\$19,000 (actual)	\$33,000 (estimated)	\$29,000 (estimated)

Alternatives

<i>Options</i>	<i>Results</i>
Utilize the city's police officers to provide the service	Court security is provided by the city's sworn police officers who meet or exceed the minimum requirements for the position and provides them with an opportunity for additional hours
Contract with an outside firm to provide the service	Court security is provided by sworn police officers, at a higher rate, who meet or exceed the minimum requirements for the position but are either retired or come from other jurisdictions

Staff Recommendation

Consider the information and options provided and present the Administration with any questions or requests for additional information.

City of Lake Forest
COURT SCREENER
 Regular, Part Time

Nature of Work:

Under the direction of the Judge and Court Administrator, the screener will perform weapons and contraband screening upon entry to the court room. The Court Screener acts as the court's liaison with defendants, jurors, attorneys, and the public, to ensure the efficient and secure operation of the court.

Job Duties and Responsibilities:

- Operate an electronic walk-through metal detector and handheld screening device to determine if persons entering public buildings are carrying or wearing weapons or other prohibited items. Screen all individuals, without exception, when they enter the court area facility. *
- Perform hand searches of bags, briefcases, and other carry-in items to identify illegal items. *
- Refuse entry into buildings if necessary to protect the public health, welfare, or safety. *
- Identify individuals who may be loitering or disturbing the peace or who have no lawful business to conduct in the building. *
- Observe courtroom proceedings and radio police dispatch if needed. *
- Observe courtroom, lobbies, hallways, bathrooms, and other areas to discourage unacceptable and unlawful behavior in and around assigned areas. *
- Contact and cooperate with other law enforcement agencies in matters relating to the apprehension of offenders or emergency situations*
- Notify emergency personnel in medical situations*
- Conduct scheduled and random security inspections of the courtroom, bathrooms, lobbies, and hallways*
- While on duty carry a police radio. *
- Be aware of security zones; facility boundary, facility exterior, areas open to the public, and restricted employee areas. *
- Notify court staff of suspicious or irregular actions by litigants. *
- Provide information, direction, and assistance to the public. *
- Assist with building evacuation. *
- Maintain an orderly and clean working office space. *
- Perform related duties as assigned. *

* = Essential Job Functions

Minimum Qualifications:

Necessary Knowledge, Skills, and Abilities:

- Knowledge of courtroom procedures and process.
- Understand the importance of confidentiality with regards to duties.
- Ability to communicate clearly and efficiently in person or by telephone.
- Ability to cope with situations firmly, tactfully and with respect to individual's rights.
- Ability to analyze situations quickly and objectively, recognizing actual and potential dangers and determine a proper course of action.
- Demonstrate ability to positively interact with diverse individuals to accomplish a common goal in high-pressure situations.
- Display a pleasant and professional demeanor.
- Physical ability to perform essential job functions.

Working conditions/Physical Demands:

- Work is performed in a courtroom environment.
- Requires dexterity of hands and fingers to operate court security equipment.
- Hearing and speaking to exchange information.
- Analyze potentially dangerous situations.
- May be exposed to bloodborne and/or airborne pathogens.
- Contact with dissatisfied or abusive individuals.

Education/Experience:

- High school diploma or GED and three (3) years' work experience in security/law enforcement
- Scope of experience must include proactive intervention to defuse interpersonal conflicts and maintaining orderly conduct in public group situations.

Special Requirements:

- Valid Washington Driver's License.
- Successful completion of thorough pre-employment background check.
- Blood borne pathogen, First Aid and CPR certification within six months of employment.
- Ability to maintain First Aid card.
- Ability to maintain CPR card.
- Ability to maintain Blood borne pathogen certifications.

Equipment:

- Responsible for ordering of equipment and/or uniforms as required.
- Responsible for moving scanner.

Selection Guide:

May include: Formal application, resume, letter of interest, review of education and experience, written response to structured questionnaire, oral interview, credit history check, criminal background check, personal reference check, work reference check.

These examples are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

Updated 5/06/2022.

Training

1. Must attend training for First-aid/cpr/aed within 3 months of hire.
2. Must attend training for Bloodborne Pathogens, Haz Mat. (training may be through Local Gov. <https://localgovu.com/wcia/>)
3. Attend any authorized training through the police department on de-escalation and tactics on dealing with irate and aggressive persons or through online training courses.
4. Training on proper of the handheld wand, through hand-on course.
5. Attend training on security protocols, which include viewing a person's property and requesting to view the contents.
6. Appropriate questions.
7. Training on logbook procedures when and how to have an Officer not in uniform sign into the logbook.
8. Attend training on the proper use of the Police Radio.
9. Training on the proper response to emergency situation (i.e.active shooter, assaults, natural disasters, etc.)

Memorandum of Understanding

(Lake Forest Park Municipal Court Security)

The purpose of this Memorandum of Understanding ("MOU") between the Lake Forest Park Police Guild (the "Guild"), and the City of Lake Forest Park (the "City"), collectively the "parties", is to memorialize overtime opportunities for the Lake Forest Park Municipal Court (the "Court").

I. Recitals

A. The Court has not secured full time court security through other means and will be returning to in person court proceedings beginning July 1st, 2022, necessitating a need to establish court security personnel;

B. Security at the Court is necessary to protect the citizens of Lake Forest Park, Lake Forest Park Employees, and those attending court for various matters;

C. Therefore, the City and the Guild find it beneficial to provide court security services to the Court under the following terms and conditions.

II. Agreement

Now, therefore, the parties agree as follows:

1. The Court will provide overtime opportunities for Guild Members ("Members") to fill the role of court security at the Lake Forest Park Municipal Court ("Court Security Shifts"). If Members are unable to fulfill the needed Court Security Shifts, then the Court may contact outside ~~entities~~ agencies for assistance with the coverage.

2. Compensation for filling a Court Security Shift will be at the officer's current overtime rate as delineated within the current Collective Bargaining Agreement ("CBA") and paid through the existing City payroll system and schedule.

3. Court Security Shift availability will be provided to officers as described in section 5. The overtime selection process outlined in the CBA will not be utilized for filling Court Security Shifts. These shifts will be available to officers on a first come, first serve, basis.

4. A member is responsible for the Court Security Shift that they elect to fill. Members are obligated to the shift and will be responsible for filling that shift. If an unforeseeable scheduling conflict should arise, the Member is responsible for finding another member to take their Court Security Shift. Once a member selects a specific shift, they cannot back out of the commitment for a more desirable overtime shift.

5. The availability of Court Security Shifts will be posted month by month by the Operations Lieutenant. Members are discouraged from signing up for all available shifts without properly consulting their calendars or schedules. Members should be respectful to other Members and afford them the opportunity to take Court Security Shifts prior to selecting multiple shifts during any given month. Patrol operations is a priority and Members cannot take time off to fill Court Security Shifts when there is minimum coverage of patrol

officers. On duty Detectives and Traffic Officers may not be considered as available coverage for patrol officers filling Court Security Shifts. Members shall not create patrol overtime for other Members by taking a Court Security Shift.

6. If the Court Security Shifts cannot be filled by the Guild, the Court has the authority to pursue outside ~~entities~~agencies to fill the positions.

7. Per Article 3 of the CBA, the City has the management right to terminate this MOU with notice and it cannot be used as bargaining right.

8. The Chief of Police or designee has the right to not allow a specific unit or Member (i.e.. K9, Traffic, Detectives) to perform this detail if it causes staffing or other related patrol issues.

9. The Court is ultimately responsible for the security of the courtroom and is responsible for coverage if the Guild is unable to fill the designated security position.

10. The Chief of Police or designee has the right to pull the off-duty officer from this detail in the event of a major emergency or staffing issue.

11. This MOU will expire on the effective date of a successor Agreement. or as otherwise terminated.

CITY OF LAKE FOREST PARK

LAKE FOREST PARK POLICE GUILD

Jeff Johnson
Mayor of Lake Forest Park

Date

Jerome Walker
Guild President

Date

**City of Lake Forest Park
Budget Calendar, 2023-2024 Biennium**

DRAFT

<u>Date</u>		<u>Description</u>	<u>Time</u>	<u>Meeting Type</u>
7-Jun-22	Tuesday	Call for Department Budget Requests Issued by Administration	-	N/A
9-Jun-22	Thursday	Draft Budget Calendar Provided to City Council	6:00 PM	Work Session, Open to the Public
15-Jun-22	Wednesday	Discuss Budget Calendar for 2023-2024 for future adoption	6:00 PM	Special Budget & Finance Meeting, Open to the Public
23-Jun-22	Thursday	Budget 101 & Adopt Budget Calendar for 2023-2024 Biennial Budget (City Council Mtg.)	6:00 PM	Special Work Session, Open to the Public
1-Jul-22	Friday	Department Budget Requests Due to Administration	-	N/A
5-Jul-22	Tuesday	Administration Reviews Department Proposals	-	N/A
12-Jul-22	Tuesday	Department Presentations to Mayor, City Administrator, & Finance Director	-	N/A
14-Jul-22	Thursday	Department Presentations to Mayor, City Administrator, & Finance Director (Continued)	-	N/A
28-Jul-22	Thursday	Revenue & Expenditure Fiscal Year End Projections for 2021-2022 Biennium	6:00 PM	Special Work Session, Open to the Public
11-Aug-22	Thursday	Capital Improvement Project (CIP) Included in 2023-2024 Biennial Budget	6:00 PM	<i>Extended Work Session, Open to Public</i>
		<i>Community Partners (Human Services) Presentations</i>	7:30 PM	<i>Regular City Council Meeting, Open to the Public</i>
18-Aug-22	Thursday	Capital Improvement Project (CIP) & Community Partners follow up, if needed	6:00 PM	Budget & Finance Meeting, Open to the Public
8-Sep-22	Thursday	Mayor's Proposed Budget Presented to City Council	7:00 PM	City Council Meeting, Open to the Public
12-Sep-22	Monday	Detailed Department Presentations of Mayor's Proposed Budget	6:00 PM	Special Budget & Finance Meeting, Open to the Public
15-Sep-22	Thursday	Detailed Department Presentations of Mayor's Proposed Budget	6:00 PM	Budget & Finance Meeting, Open to Public
22-Sep-22	Thursday	Mayor's Proposed Revenue Projection Overview & Public Comment After the Mayor's Proposed 2023-2024 Biennial Budget	6:00 PM	Work Session, Open to the Public
26-Sep-22	Monday	Begin City Council Budget Deliberations and Recommendations	6:00 PM	Special Budget & Finance Meeting, Open to the Public
13-Oct-22	Thursday	City Council Budget Deliberations and Recommendations	6:00 PM	Work Session, Open to the Public
20-Oct-22	Thursday	City Council Budget Deliberations and Recommendations	6:00 PM	Budget & Finance Meeting, Open to Public
27-Oct-22	Thursday	Public Hearings - Property Tax Levy, Rates, and Budget Related Items	7:00 PM	City Council Meeting, Open to the Public
3-Nov-22	Thursday	City Council Budget Deliberations and Recommendations, if needed	6:00 PM	City Council Special Budget Meeting, Open to the Public
10-Nov-22	Thursday	Final Public Hearings on Property Tax Levy, Rates, and Budget Related Items	7:00 PM	City Council Meeting, Open to the Public
17-Nov-22	Thursday	Adoption of Budget, Property Tax Levy, Rates, and Related Items	6:00 PM	Special City Council Meeting, Open to Public

City Administrator Report

City of Lake Forest Park

Date: June 23, 2022

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Jeff Johnson
Leadership Team

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

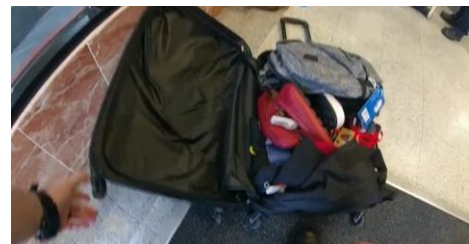
Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department

Notable Incidents

An officer observed a subject leaving Ross Stores with a rolling suitcase. The suitcase started beeping as soon as it passed the security check point for the store. An employee told the officer the subject was seen placing items inside the suitcase and leaving without paying. The subject was contacted, and all stolen items were recovered. The subject also had a \$30,000 warrant for his arrest for Burglary and Domestic Violence. The subject was arrested for theft and booked on his warrant.



Officers were dispatched to a shoplift at Rite Aid. Officers contacted both suspects and determined one subject had a felony warrant out of California and was in possession of methamphetamine and fentanyl. During transport to the jail the subject appeared to have a seizure. Medical aid was rendered, and the subject was transported to the hospital for treatment.

Officers located three juveniles who had shoplifted from Ross. One juvenile was carrying what turned out to be a toy shotgun. All three juveniles were later released to their parents.

Police Department Awards Event

The Police Guild held its annual family get together and awards banquet. Chief Harden presented several awards, including Employee of the Year, which went to Officer Walker. This award is given to an individual who distinguishes themselves throughout the year consistently going above and beyond what is expected. Officer Jayson Benson received the Chief's award for recognition of an individual member of the department for performance beyond that which normally is expected of an employee.

Community Appreciation Award:	North Sound Police Foundation
Community Appreciation Award:	North Sound RADAR
Top Gun Award:	Ofc. Wieghat
Pro-Active Award:	Ofc. Zelenock
Commendation Award:	Ofc. Carlsrud
Commendation Award:	Ofc. Fairholm
Commendation Award:	Sgt. Adams
Commendation Award:	Det. Teschlog
Unit Citation:	R/S. Lee Freeman
Unit Citation:	Detective Unit
Unit Citation:	Radar Unit
Community Policing Award:	Sgt. Parrish
Community Policing Award:	Ofc. Czebotar
Chiefs Award:	Ofc. Jason Benson
Employee of the Year:	Ofc. Jerome Walker



After serving 20 years with LFP, Officer Greg Ward retired in 2021 and was presented with a retirement banner. The banner was signed by the staff.

LFP School Visit

Officer Carlsrud and Lt. Lehman made a school visit to a 4th grade class at Lake Forest Park Elementary School. One students' parents won a visit from the police department at a charity auction. The students had a chance to ask questions and learn about police work. They also had Officer Carlsrud sign all of their yearbooks!



LFP March for Lives

LFP Officers assisted with a protest march.

The crowd was accepting of LE assistance, and the officers received many thanks for being there to help. There was a larger crowd (200-250 people) and officers briefly interrupted traffic on SR104 to allow the marchers to cross safely. There was also media coverage of the

event and a senator (David Frockt) spoke at the conclusion of the march at LFP Elementary. There was no enforcement action taken, no obvious subversive groups, and no counter protests.

II. Internal City Information



Lee Aalund's final council meeting before retiring on June 15, 2022. We will miss you, Lee!

Municipal Services Department

Passport Services

During the month of May, we processed 278 passports with 209 photos, for a total revenue of \$13,074.00.

Month	Passport Revenue	Photo Revenue	Total
May	\$9,730	\$3344	\$13,074

Records Requests

For the month of May, we received and processed 14 public records requests along with 12 records requests for the police department. The total staff time spent on public records requests for the month of May was close to 50 hours, with two records requests still open to be fulfilled.

III. Council Information

Through the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure law, Washington will receive about \$70 million over five years to build out electric vehicle (EV) infrastructure along our state's major highway corridors. You can follow this [link](#) to fill out an online survey to help the state understand your electric vehicle charging needs and add suggested charging station locations in Washington state on their interactive map.

IV. Response to Citizen and Council Comments

V. Contract Reporting

One contract was approved administratively: Washington State Patrol, Elite Motor Escort, Inc., and multiple law enforcement agencies for emergency vehicle permit for funeral escorts.

VI. Legislative Update

VII. Community Events

VIII. Upcoming City Sponsored Events

[Concert in the Park - Pfingst Animal Acres Park - June 29!](#)

June 29, 2022, 6:30 PM @ Pfingst Animal Acres Park

[FREE Yoga Summer Stretch Series - Hosted by the City and the LFP Parks & Recreation Advisory Board!](#)

July 9, 2022, 9:00 AM - 10:00 AM @ Pfingst Animal Acres Park

IX. Meetings Calendar

[City Hall Closed \(Independence Day Holiday\)](#)

July 4, 2022, 9:00 AM - 5:00 PM

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

July 6, 2022, 7:00 PM

Tree Board Meeting (hybrid meeting)

July 6, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom

Planning Commission Meeting (hybrid meeting)

July 12, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom

Climate Action Committee Meeting (hybrid meeting) - Special Date

July 13, 2022, 7:00 PM @ City Hall and via Zoom

North King County Coalition on Homelessness

July 14, 2022, 1:00 PM - 3:00 PM @ This meeting will be held virtually.

City Council Work Session Meeting (hybrid meeting)

July 14, 2022, 6:00 PM - 7:00 PM @ City Hall and via Zoom

City Council Regular Business Meeting (hybrid meeting)

July 14, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom