



# CITY OF LAKE FOREST PARK CITY COUNCIL SPECIAL MEETING

Thursday, November 14, 2024 at 6:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

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## INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/87901784442>

Call into Webinar: 253-215-8782 | Webinar ID: 879 0178 4442

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

### HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

### HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

## AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADOPTION OF AGENDA
4. PUBLIC COMMENTS

*The Council will not be accepting online public comments. This portion of the agenda is set aside for the public to address the Council on agenda items or any other topic the Council might have purview or control over. If the comments are of a nature that the Council does not have influence*

or control over, then the Mayor may request the speaker suspend their comments. The Council may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.**

## 5. ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION

- A. Resolution 24-1988/Authorizing the Mayor to Sign the Professional Services Agreement with Southwest Solutions Group, Inc. for the Personal Duty Lockers Project
- B. 2024 Lake Forest Park Comprehensive Plan Update.
- C. 2025-2026 Biennial Budget and related items
- D. Ordinance 24-1299/Adopting the Biennial Budget for 2025-2026
- E. Ordinance 24-1300/Levying Property Tax for Calendar Year 2025
- F. Ordinance 24-1301/Levying the General Taxes for the Fiscal Year commencing on January 1, 2025 on all property that is subject to taxation
- G. Resolution 24-1980/Setting the Sewer Utility Rates for 2025 and 2026
- H. Resolution 24-1981/Setting Surface Water Rates for 2025
- I. Resolution 24-1982/Setting the User Fees for 2025
- J. Ordinance 24-1304/Establishing new regulations regarding Solid Waste Utility Tax
- K. Ordinance 24-1305/Amending Chapter 3.19 of the Lake Forest Park Municipal Code, Sewer, Stormwater and Surface Water Service Tax
- L. Resolution 24-1989/Authorizing the Mayor to implement a Low-Income Discount Program for sanitary sewer ratepayers OR to implement a Low-Income Discount Program for sanitary sewer ratepayers, and stormwater and surface water ratepayers

## 6. ADJOURN

### FUTURE SCHEDULE

- Thursday, November 21, 2024, 6:00 p.m. City Council Special Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, November 28, 2024, Thanksgiving Day – City Offices Closed
- Friday, November 29, 2024, Native American Heritage Day – City Offices Closed

*This is a special meeting of the City Council. Action may only be taken on items 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.*



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date** November 14, 2024

**Originating Department** Public Works

**Contact Person** Katie Phillips, Project Manager

**Title** Resolution 24-1988/Authorizing the Mayor to Sign the Professional Services Agreement with Southwest Solutions Group, Inc. for the Personal Duty Lockers Project

### Legislative History

- First Presentation November 7, 2024, Work Session
- Second Presentation November 14, 2024 Special Meeting

### Attachments:

1. Resolution 24-1988
2. Professional Services Agreement with Southwest Solutions Group, Inc.
3. Exhibit A – Plans for Personal Duty Lockers
4. Exhibit B – Quote for Personal Duty Lockers

### Executive Summary

The Department of Public Works (DPW), in collaboration with the Lake Forest Park Police Department (LFPPD), advertised the Personal Duty Lockers Project (Project) through the Small Work Roster and received one bid, from Southwest Solutions Group, Inc. (SSG). It is our recommendation that the City contract with SSG for the design, build, and installation of the Project.

### Background

The LFPPD has been working with SSG since 2022 on the development and eventual implementation of new lockers for the LFPPD’s Men’s and Women’s locker rooms, offices, and armory storage facilities. As Chief Harden has presented to City Council in the past, there is a need for new locker facilities for the LFPPD.

Following the City’s purchasing policy, this project was bid through the Small Works Roster to five contractors. The City received one bid from SSG for \$110,443.05. The DPW finds the bid proposal, including the plans for the Project and the quote for the Project to be acceptable. The DPW recommends contracting with SSG for the Project this year.

**Fiscal & Policy Implications**

The 2023-2024 budget allocated \$93,000 for this project. The total project cost of \$110,443.05 will be supported by the Capital Facilities Fund.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"><li>• Adopt Resolution</li></ul>	The City will contract with Southwest Solutions Group, Inc. for the Personal Duty Lockers Project.
<ul style="list-style-type: none"><li>• No Action</li></ul>	The City will not contract with Southwest Solutions Group, Inc. for the Personal Duty Lockers Project.

**Staff Recommendation**

Move to adopt Resolution 24-1988 - Authorizing the Mayor to Sign the Professional Services Agreement with Southwest Solutions Group, Inc. for the Personal Duty Lockers Project



**RESOLUTION NO. 24-1988**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT WITH SOUTHWEST SOLUTIONS GROUP, INC. FOR THE PERSONAL DUTY LOCKERS PROJECT**

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**WHEREAS**, the City desires to replace the Police Department’s personal duty lockers in the Men’s and Women’s locker rooms, install new personal duty lockers in the office area, and install a storage locker in the armory storage; and

**WHEREAS**, the City advertised the project through the MRSC Small Works Roster and received one bid from the Southwest Solutions Group, Inc.; and

**WHEREAS**, the Public Works Department finds the received bid acceptable and finds Southwest Solutions Group, Inc. to be responsible and responsive; and

**WHEREAS**, the Public Works Department recommends contracting with Southwest Solutions Group, Inc. for the project;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the Professional Services Agreement with Southwest Solutions in substantially the form included herewith as Attachment 1.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 12th day of December, 2024.

APPROVED:

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Tom French  
Mayor

ATTEST/AUTHENTICATED:

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Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1988

# Agreement

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**THIS CONTRACT**, is made and entered, by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **SOUTHWEST SOLUTIONS GROUP, INC.** (the "Contractor").

## RECITALS

**WHEREAS**, the City desires to contract with the Contractor for the City of Lake Forest Project PD LOCKERS; and

**WHEREAS**, pursuant to the invitation of the City, the Contractor did file with the City a Bid Proposal containing an offer; and

**WHEREAS**, the City has determined that the Contractor's offer was the lowest responsive and responsible bid submitted;

**NOW THEREFORE**, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

**1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications. The Contractor will also provide the City as-built drawings of the Work.

**2. Contract Documents.** The Contract between the parties includes this Contract, along with the General Conditions (Exhibit B), Special Provisions (Exhibit C), Appendix A: Wage Rates, L&I form Statement of Intent to Pay Prevailing Wages, L&I form Affidavit of Wages Paid, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this Contract as if fully set forth herein, and shall be referred to collectively as the "Contract" or "Contract Documents." In the event there is any discrepancy between any of the foregoing Contract Documents, the following order of documents governs so that the former prevails over the latter: Contract, Special Provisions, General Conditions.

**3. Time of Completion.** The Contractor shall achieve Physical Completion of the Work within 25 working days from the date written in the Notice to Proceed ("Contract Time").

### 4. Payment.

4.1 The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with Exhibit "A" to this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice. The total amount to be paid shall not exceed \$121,818.68.

4.2 The Contractor shall complete and return to the City a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within 21 days after City Council approval of such payment.

### 5. Warranties/Guaranty.

5.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

5.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

- a. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
- c. Enforce all warranties for the benefit of the City; and,
- d. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

5.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

5.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

**6. Change Orders.** Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

**7. Insurance.**

7.1 Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

7.2 No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

7.3 Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

- 7.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

7.3.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

7.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

7.3.4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

7.4 Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

7.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

7.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.

7.4.3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

7.5 City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

7.6 Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

7.7 Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

7.8 Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

7.9 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

7.10 Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

7.11 Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

7.12 Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within five business days of their receipt of such notice.

7.13 Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**8. Performance Bond /Prevailing Wages**

8.1 Prevailing Wages. The work under the Contract may be subject to the prevailing wage requirements of chapter 39.12 RCW, as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8.2 Performance Bond. If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract. In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% of the contract amount until 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Labor and Industries, whichever is later.

**9. Assignment/Delegation**. The Contractor shall not assign this Contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

**10. Applicable Law; Venue**. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of

Lake Forest Park Municipal Code and ordinances of the City of Lake Forest Park. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

**11. Termination.**

11.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City.

11.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

11.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

11.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

**12. Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

**13. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

**14. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

**15. Waiver.** Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

**16. Attorney's Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to



the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

**17. Entire Contract/Binding Effect.** This Contract constitutes the entire agreement between the parties hereto.

**18. Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

**19. Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**20. Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

**TO CITY:**

City of Lake Forest Park

Contact Name: Katie Phillips  
Street Address: 17425 Ballinger Way NE

City, State, Zip: Lake Forest Park, WA  
98155

Phone: 206-957-2812  
Contact email: [kphillips@cityoffp.gov](mailto:kphillips@cityoffp.gov)

**TO CONTRACTOR:**

Contractor: Southwest Solutions Group, Inc.

Contact Name: Doug Winger  
Street Address: 2535 E State Highway 121, Ste 110B

City, State, Zip: Lewisville, TX 75056

Phone: 206-498-8035  
Contact email: [dwinger@southwestsolutions.com](mailto:dwinger@southwestsolutions.com)

IN WITNESS WHEREOF, the City and Contractor have executed this agreement.

**CITY OF LAKE FOREST PARK,  
WASHINGTON**

**SOUTHWEST SOLUTIONS GROUP, INC.**

By: \_\_\_\_\_  
Thomas French, Mayor

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

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Attest/Authenticated:

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

Approved as to Form:

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

**EXHIBIT A**

**Southwest Solutions Group, Inc.**

Georgetown Squared, Suite 463  
5601 - 6th Avenue South  
Seattle, WA 98108



**Quote #** Section 5, ItemA.

Date Project # 113836

Page 1 of 5

Quote valid for 120 days.

[www.southwestsolutions.com](http://www.southwestsolutions.com)

**BILL TO:**

Mike Harden  
Lake Forest Park Police Department  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

**INSTALL TO:**

Mike Harden  
Lake Forest Park Police Department  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Doug Winger dwinger@southwestsolutions.com (206)498-8035	Men & Women's Locker Rooms, Gun Repair and Ammo Storage	Net 30 - Billable upon delivery, payment due in 30 days	14 to 16 weeks (after receipt of order)

**LOCKER, GUN REPAIR AND AMMO ROOM**

#	DESCRIPTION	LINE TOTAL
1	<p>Per Drawing: 113836-1A</p> <p>Section #1 MENS LOCKER ROOMS Per Drawing: 113836-1A</p> <p>(22) Personal Duty Lockers Each 24" w x 37" d x 92" h Each has a boot drawer, drying shelf, hat shelf with garment rail and locking 6" h drawer Hardwood Bench Lock kit Mirror Sloped Tops Modular Electric - (1) duplex/locker</p> <p>Excluded</p> <ul style="list-style-type: none"> <li>* Installation of modular electrical system</li> <li>* Power connection to lockers</li> <li>* In cabinet lighting</li> </ul> <p>Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified.</p> <p>Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result.</p> <p>Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 30 days. Orders placed after that will be subject to a 5% price increase. Lead times are subject to change until time of purchase.</p>	\$67,777.41



[www.southwestsolutions.com](http://www.southwestsolutions.com)

**BILL TO:**  
Mike Harden  
Lake Forest Park Police Department  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

**INSTALL TO:**  
Mike Harden  
Lake Forest Park Police Department  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Doug Winger dwinger@southwestsolutions.com (206)498-8035	Men & Women's Locker Rooms, Gun Repair and Ammo Storage	Net 30 - Billable upon delivery, payment due in 30 days	14 to 16 weeks (after receipt of order)

**LOCKER, GUN REPAIR AND AMMO ROOM**

#	DESCRIPTION	LINE TOTAL
2	Per Drawing: 113836-1A	\$17,920.79

Section #1 WOMENS LOCKER ROOMS Per Drawing: 113836-1A  
 (5) Personal Duty Lockers  
 Each 24" w x 37" d x 92" h  
 Each has a boot drawer, drying shelf, hat shelf with garment rail and locking 6" h drawer  
 Lock kit  
 Mirror  
 Hardwood Bench  
 Sloped Tops  
 Modular Electric - (1) duplex/locker

Excluded  
 \* Installation of modular electrical system  
 \* Power connection to lockers  
 \* In cabinet lighting

Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified.

Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result.

Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 30 days. Orders placed after that will be subject to a 5% price increase. Lead times are subject to change until time of purchase.

3	Per Drawing: 113836-1A	\$6,824.62
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Section #2 GUN REPAIR AND AMMO STORAGE ROOM Per Drawing: 113836-1A  
 (1) Weapons Rack -10" d x 42" w x 88.25" h - holds (26) rifles  
 (1) Ammo cabinet - 15" d x 36" w x 88.25" h - (7) adjustable shelves plus a top  
 (1) Workbench with butcher block top - 30" d x 60" w x 36" h - (3) 6" d HD drawers

Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified.

Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result.

Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 30 days. Orders placed after that will be subject to a 5% price increase. Lead times are subject to change until time of purchase.



**Southwest Solutions Group, Inc.**

Georgetown Squared, Suite 463  
5601 - 6th Avenue South  
Seattle, WA 98108



**Quote #** Section 5, ItemA.

Date: Project # 113836

Page 3 of 5

Quote valid for 120 days.

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**BILL TO:**  
Mike Harden  
Lake Forest Park Police Department  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

**INSTALL TO:**  
Mike Harden  
Lake Forest Park Police Department  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Doug Winger dwinger@southwestsolutions.com (206)498-8035	Men & Women's Locker Rooms, Gun Repair and Ammo Storage	Net 30 - Billable upon delivery, payment due in 30 days	14 to 16 weeks (after receipt of order)

**LOCKER, GUN REPAIR AND AMMO ROOM**

#	DESCRIPTION	LINE TOTAL
4	Per Drawing: 113836-1A Section Office Area Per Drawing: 113836-1A (5) Personal Duty Lockers Each 24" w x 37" d x 92" h Each has a boot drawer, drying shelf, hat shelf with garment rail and locking 6" h drawer Lock kit Mirror Hardwood Bench Sloped Tops Modular Electric - (1) duplex/locker	\$17,920.24

- Excluded  
\* Installation of modular electrical system  
\* Power connection to lockers  
\* In cabinet lighting

Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified.

Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result.

Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 30 days. Orders placed after that will be subject to a 5% price increase. Lead times are subject to change until time of purchase.

Subtotal: \$110,443.05

**Plus Applicable Sales Tax:**

**Total: \$110,443.05**

Financing options available. [Click here to apply.](#)

[We accept Credit Cards and eChecks.](#)

Credit Card payments over \$25,000 are subject to a 2.50% Convenience Fee. No Convenience Fee on eChecks. Southwest Solutions Federal Tax ID #: 75-2703228

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_





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**Scope of Work**

The following are the responsibilities of Southwest Solutions Group (SSG) and Client to ensure the completion of the project in an efficient, timely manner. The items and services listed in this section, unless otherwise specified herein, have not been included in the equipment or services pricing and will be the responsibility and at the expense and liability of Client.

<b>BY SSG</b>	
TYPE	DESCRIPTION
General Installation	All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty, unless specified otherwise. Complete turnkey installation services by factory certified technicians and training of staff. All installation to take place during normal business hours (8:00 a.m. to 5:00 p.m. Monday-Friday). If work is required outside of these hours, overtime charges will apply.
Warehouse Storage	Provide two (2) weeks cost-free storage at local warehouse. When additional storage time is needed due to a change in customer requirements, warehouse storage charges will be accrued at the rate of: \$5.00 per hundred weight per month up to 90 days. \$7.50 per hundred weight per month over 90 days.
Direct Ship Design	Coordinate manufacturing to meet required delivery schedules. Includes all charges associated and incurred for freight, dock to dock delivery and warranty. Provide accurate representations of equipment in the client's space, based on site verification or CAD/Revit created layouts. Includes recessed rail detail, power requirements, data requirements and/or floor loading information as available and applicable.
Project Management	Assign a designated Project Manager to communicate and coordinate logistics and delivery of material ship dates with manufacturer. Communicate, update and revise project timelines when applicable. Schedule installation crews based on material arrival dates.
Recessed Rail Requirements	Will provide rail centers and trough requirements to contractor as applicable.
Installation Technicians	Provide trained technicians to complete installation of equipment per the approved drawing. Technicians shall perform work in a professional, safe and courteous manner, and according to predetermined and agreed upon completion dates.
Service	Provide training, on-site and phone support as needed for repairs and preventative maintenance of equipment. (Outside of Warranty/Service Agreement normal hourly rates, travel and parts apply)
Extended Warranty/Service Agreements	Offer an optional extended warranty and service agreement. Maintain equipment through a purchased service program after the original Manufacturer's warranty expires.

<b>BY CLIENT</b>	
TYPE	DESCRIPTION
Receipt of Freight	Quote is based on standard truck delivery directed to a dock facility that is designed to receive freight. All other special services, such as, but not limited to: Pre-notification prior to delivery, limited access/non-commercial, residential, government, school deliveries, lift gate, inside deliveries, etc. are available for additional charges and will be billed accordingly.
Direct Ship Drawing Approval	Indicate any lift gate, limited access, special delivery requirements to SSG for coordination of freight services. Approve and sign SSG provided design drawing so that materials can be ordered to meet delivery and installation schedule. Design drawing will include "in space" representation of the equipment and its requirements. <b>Lead times begin after receipt of drawing approval.</b>
Access to Work Area	Provide unobstructed space within the site of installation to permit the incorporation of the systems as shown on any drawings that form a part of this Agreement. Prepare the work site to permit the unloading, installation, testing and acceptance of the equipment. If area is not precleared prior to installer's arrival, additional charges will be applied. Provide hoisting and elevator services for SSG equipment and personnel.
Building Obstructions	Remove and/or relocate any building obstructions, such as ducting, lighting fixtures and wiring, drains, piping, structural steel, electrical wiring, conduit, etc. which interfere with the equipment clearances. Provide sprinkler and fire safety devices including sprinkler design. Ensure that all equipment will pass through building access doors or other openings as necessary.
Foundation Preparation	Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment (floor load). Provide location information of any conduit running through concrete floors (drilling may be required).
Modifications to Room Dimensions	If room dimensions differ from those provided in proposal, it is the responsibility of the client to inform SSG at least 4 weeks prior to shipping time to delay shipment from factory. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Project Delays	It is the responsibility of the client to inform SSG at least 4 weeks prior to acknowledged ship date. If the installation site is not ready when scheduled work is to be performed and our technicians have been dispatched, a \$325.00 trip charge will be added. Please provide a minimum of 72 hours notice to reschedule installation. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Loading of Contents	Transfer contents of existing system into new system unless option chosen to have movement of material handled by SSG's moving teams.
Product Training	Provide personnel for a scheduled product training session. Includes one training session for staff.

<b>HIGH-CAPACITY STORAGE SYSTEM WITH RAIL INSTALLATION, IF APPLICABLE</b>	
TYPE	DESCRIPTION
Floorless Requirements	Floorless High-Capacity System should be installed on solid concrete floor or VCT covered concrete floor. Any existing carpet must be removed prior to installation at the rail's locations. Floor levelness should meet standard General Contractor code of 1/8" over 10'. If your floor does not meet these minimum standards, it will result in a different rail/subfloor system being provided, or your existing concrete floor leveled to meet the standard at your expense.
Recessed Rail Requirements/Foundation Preparation	Provide backfill of cement into troughs. Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment. It is recommended that the slab have a minimum thickness of 5" with a capacity rating of 4,000 PSI. Verify that the concrete slab possesses the minimum levelness specification of 1/4" over a 20' span. Provide location information of any conduit or post-tension cables running through concrete floors (drilling may be required). Sonogramming or X-Ray of floor not included.
Electrical Preparation	If hardwired electrical system is selected, provide dedicated 120 VAC, 60 HZ, 20-amp circuit that must be hardwired by a certified electrician compliant with local Electrical Codes. If plug in electrical system is selected, provide dedicated/isolated 120 VAC, 60 HZ, 20-amp circuit with a 20-amp outlet that must be hardwired by a certified electrician compliant with local Electrical Codes. Multiple outlets may be required based on moving system design.

<b>CAROUSEL AND LIFT INSTALLATION, IF APPLICABLE</b>	
TYPE	DESCRIPTION
Electrical Preparation	Provide all electrical utility outlets and wiring as required and as noted on drawing supplied by SSG. Provide suitable electric current, lighting, compressed air, water, heat, precise power, and air drop locations as required for installation, testing, acceptance, and operation of the system. Client is to supply power drops from the plant power supply up to, and including, disconnects at each control panel. All power and hardware shall be in accordance with the applicable electrical codes.
Material Handling Responsibilities	Perform unloading and carting of materials and equipment by appropriate personnel from the common carrier to a safe storage area at the installation site. (Unless this service is accepted as proposed on the price page of this Agreement.) Machine crates to remain unopened until technicians' arrival. Collect and remove all packing materials from equipment shipping. SSG is responsible to maintain a clean work area and place trash in Client provided containers. SSG personnel will provide and operate lift truck equipment within Client's facility. Provide hoisting and elevator services for SSG equipment and personnel.
Vertical Storage Training	Ensure that Client's personnel attend and participate in scheduled training sessions. Includes one training session for staff.
Loading of Vertical Storage	Perform installation of any trays, totes, dividers, drawers, or other accessories in the storage unit after the installation is completed. Provide for the physical loading of inventory and any containers into the system, stock counting, building the inventory database and back-up systems and procedures for use in integrating the system into the existing operation.



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## Terms, Conditions & Warranty

The following terms and conditions form a part of the agreement between Southwest Solutions Group, Inc. ("SSG") and the party executing this proposal ("Customer") relating to the installation of that certain equipment more fully described above (collectively, the "Equipment").

1. WARRANTY.

(a) The Equipment is provided to Customer with a limited warranty on parts and materials, excluding usual wear and tear.

(b) Except as provided for above, SSG hereby disclaims all warranties and representations with respect to the Equipment or SSG's installation services, whether express, implied, or otherwise, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, USE, OR QUIET ENJOYMENT. No rights or remedies referred to in Article 2A of the Uniform Commercial Code, including any variations thereon as may be in effect in the state in which Customer is located, will be conferred on Customer unless expressly granted herein. No oral or written information or advice given by SSG or its owners, agents, or employees shall create a warranty or in any way increase the scope of any warranty provided herein. SSG shall have no responsibility if the Equipment has been altered or misused by any party other than SSG in any way.

2. LIMITATION OF LIABILITY.

(a) SSG shall not be liable to Customer or any third party for any indirect, special, incidental, punitive, cover, or consequential damages (including, but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption, or the like), arising out of the use of, or inability to use, the Equipment, and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if SSG had or should have had any knowledge, actual or constructive, of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

(b) SSG's total liability to user for actual damages for any cause whatsoever will be limited to the amount actually paid by Customer to SSG for the Equipment. The foregoing limitations on liability are intended to apply to all aspects of this proposal.

3. BASIS OF BARGAIN. The foregoing warranty disclaimers and limitations on liability are fundamental elements of the basis of this proposal and agreement between SSG and Customer. SSG would not be able to provide the Equipment and associated installation services on an economic basis without such limitations. Such warranty disclaimers and limitations on liability inure to the benefit of the suppliers of the Equipment.

4. Late Fees; Disputes. All overdue payments to SSG shall incur interest in the amount of 1.5% per month, or such lesser rate as may otherwise be required by law. Customer agrees SSG shall be entitled to recover reasonable attorneys' fees and court costs expended in connection with any litigation or legal action initiated to enforce the provisions of this proposal.

5. Survival. Except as otherwise expressly provided in this proposal, each of the representations and warranties of the parties contained in this proposal, or in any certificate, document, or other instrument furnished or to be furnished under this proposal, and any action arising out of any thereof, including without limitation any cause of action for failure of any such representation to be true when made or as of the execution date of this proposal, and the parties' covenants, agreements, and obligations set forth in this proposal, shall survive in perpetuity beyond the execution date and termination of this proposal.





Section 5, Item A.



## Men's Locker Room

Customer's Approval:

Date:

**SOUTHWEST SOLUTIONS GROUP**  
business efficiency systems

Texas - Oklahoma - Kansas - Arkansas - Missouri  
Tennessee - Mississippi - Louisiana  
Washington - Montana - Idaho - Alaska

Toll Free: 1-800-803-1083

www.southwestsolutions.com

Drawing:  
Number: 113836-1A

Printed Date:  
11/05/2024

Scale:  
1:33

Salesperson:

Revision:

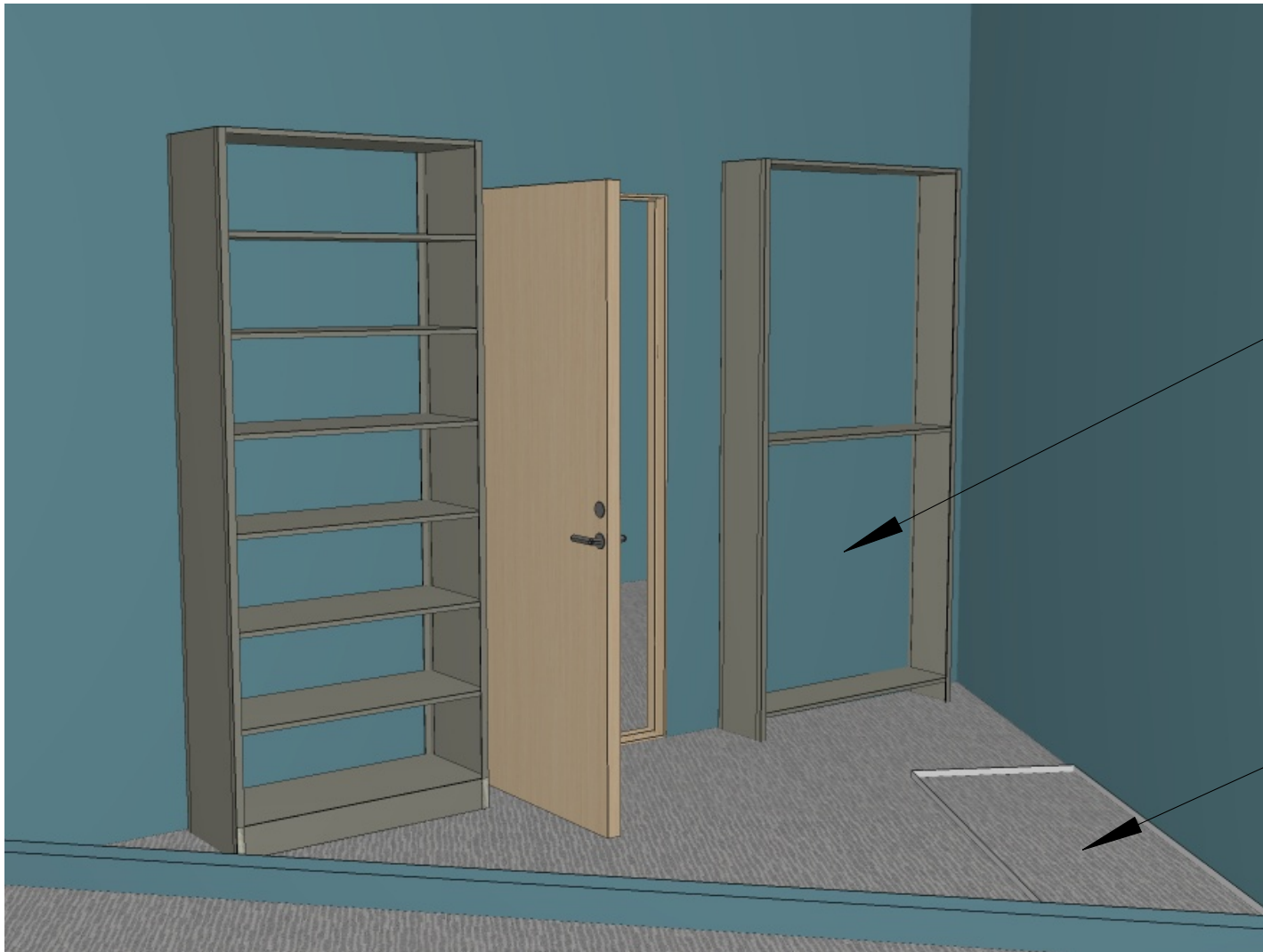
Drawn By:  
DW/VA

Sheet:  
2 of 4

WINGER, DOUG

Lake Forest Park PD  
Personal Duty Lockers  
Lake Forest Park, WA

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Section 5, Item A.

Rousseau Workbench  
30 x 60  
Butcher block top  
(3) drawers

## Gun Repair & Ammo Room

Customer's Approval:

Date:

**SOUTHWEST SOLUTIONS GROUP**  
*business efficiency systems*

Texas - Oklahoma - Kansas - Arkansas - Missouri  
Tennessee - Mississippi - Louisiana  
Washington - Montana - Idaho - Alaska

Toll Free: 1-800-803-1083

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Drawing:  
Number: 113836-1A

Printed Date:  
11/05/2024

Scale:  
1:33

Salesperson:

Revision:

Drawn By:  
DW/VA

Sheet:  
3 of 4

WINGER, DOUG

Lake Forest Park PD  
Personal Duty Lockers  
Lake Forest Park, WA

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Section 5, Item A.



## Women's Locker Room

Customer's Approval:

Date:

  
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 Texas - Oklahoma - Kansas - Arkansas - Missouri  
 Tennessee - Mississippi - Louisiana  
 Washington - Montana - Idaho - Alaska  
 Toll Free: 1-800-803-1083  
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Drawing Number:	113836-1A	Revision:	
Printed Date:	11/05/2024	Drawn By:	DW/VA
Scale:	1:33	Sheet:	4 of 4
Salesperson:	WINGER, DOUG		

Lake Forest Park PD  
 Personal Duty Lockers  
 Lake Forest Park, WA

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## EXHIBIT B

### GENERAL CONDITIONS

#### 1.01 ALTERATION OR MODIFICATION OF SPECIFICATIONS AND PLANS

- A. No alteration or modification of the terms and conditions of the Contract will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the City.

#### 1.02 ADDITIONS OR DELETIONS

- A. The City reserves the right to add or delete work from this Contract, subject to appropriate adjustments to the contract price.

#### 1.03 NOTICE TO PROCEED

- A. The Notice to Proceed will be given after the Contract has been executed and approved by the City or, where applicable, by State or Federal agencies responsible for funding any portion of the Project. The Contract Time allowed for Substantial Completion of the Work shall begin within 10 calendar days after the date the Notice to Proceed is issued. The Contractor shall not commence the Work until the Notice to Proceed has been given by the City.

#### 1.04 HOURS OF WORK

- A. Contractor shall work within the allowed work hours in the City of Lake Forest Park:  
Monday – Friday 7:00 a.m. to 8:00 p.m.  
Saturday and holidays 9:00 a.m. to 6:00 p.m.  
Sundays No Construction.  
Holidays: no construction will be allowed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

#### 1.05 CONSTRUCTION TIME LIMIT

- A. All of the work and materials contemplated to be included in this Project shall be completed within the time as stated in Contract (“Contract Time”). Contractor agrees to pursue completion of the Project at all reasonable times and to discontinue only if delayed by inclement weather. In the event that Contractor shall fail to proceed with the contemplated work for more than ten working days, Contractor shall be deemed to have abandoned the Project, and the City may elect to terminate the Contract and thereafter proceed to complete the Contract through its own forces or through an independent third party. In such event the Contractor herein shall be responsible for all expenses

reasonably incurred by the City in completing the work. The contractor will also be responsible for all legal, engineering or other costs caused by the Contractor's abandonment, failure or refusal to complete the Project within the time provided.

**1.06 DELAYS & EXTENSION OF TIME**

A. The Contractor herewith specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the City. In Lieu thereof, the Contractor will be granted equitable extensions of time for which liquidated damages will not otherwise be claimed by the City under the following circumstances:

1. A delay caused the Contractor by any suit or other legal action against the City will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the City will, upon request of the Contractor, in writing, either negotiate a termination of the Contract or grant a further extension of time, whichever may at the time be in the best interests of the City.
2. Time lost due to inclement weather which could not have been anticipated by Contractor, subject to the approval of the City, will entitle the Contractor to an extension equivalent to the total time lost, whether it be a single continuous period or the accumulated total of several periods.
3. If the volume of the specified work, measured in dollars, is increased over the total value shown in the Contractor's Bid Proposal, at the time the award of the Contract is made, the Contractor will, if the City agrees, be granted an extension of time proportionately equal to the impact on the Contract Time caused by the increase in the total value.
4. Should other unforeseen conditions occur beyond the reasonable control of Contractor, or should performance of work under a Change Order make the work more complex or difficult than originally specified and shown on the Plans, and such work, in the Contractor's opinion, requires more time to execute than allowed by the Contract, the Contractor shall notify the City in writing prior to the performance of such work, setting forth in detail its estimate of the added time required for such work. The City will, if such estimate is approved, allow an equitable extension of the Contract Time.

B. Suspension of work by City

1. The City may order all or any of the Work suspended for such period as it deems proper because of unsuitable weather or such other conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the Work, or because of the failure of the Contractor to perform any provisions of the Contract or orders given to him/her. The Contractor shall not suspend work unless ordered or authorized to do so by the City, and the Contractor shall immediately comply with such an order when given. The Contractor shall resume the suspended work when ordered by the City to do so.
2. Suspension of work by the City shall not be grounds for any claim by the Contractor for damages. The periods of suspension including but not limited to unsuitable weather conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the Work, shall be



allowed as non-working calendar days unless the City concludes that the Contractor could have performed the suspended work if he/she had diligently prosecuted the Work prior to such suspension, and the Contract completion date shall be extended by such number of calendar days of parts thereof. This time extension shall be the Contractor's sole remedy and the Contractor shall not be entitled to any damages for delay associated with such suspension of work. Any suspension due to the failure of the Contractor to carry orders or perform work shall not be grounds for allowance of time but shall be counted as work days and not relieve the Contractor from any responsibility assigned under the Contract.

- 3. Upon encountering asbestos or materials suspected of containing asbestos, the Contractor shall stop work in the subject area and not remove, cut, or repair said material, nor shall the contractor enter or work in any area suspected of containing asbestos with damaged covering material, until so directed by the City or as specified by the Contract. The Contractor shall make every effort to minimize the impact of any disruption or stoppage of work, and promptly notify the City's Representative.

**1.07 CONTRACT RESTRICTION**

- A. Time of Completion: The work of this Contract shall commence within ten (10) days the Notice to Proceed and shall be fully completed within the specified number of calendar days in the Contract. It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the Contract to be done hereunder are ESSENTIAL CONDITIONS of this Contract. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

**1.08 LIMITATIONS REGARDING CONTRACTOR'S CLAIMS FOR DAMAGES**

A. All claims to the City for all work and damages of any kind arising from this Contract, shall be limited to the maximum amount appropriated by the City for this Project. Funds for this Project are limited and are public funds derived through Federal, State, Utility and or City taxes or property assessments appropriated for this Project through the budgeting process. The City's decision to award this Project is based upon the supposition that all costs will be held within the appropriated amount. The total Project appropriation shall be as stated in the City budget authorizing the Work herein. In the event the Project funding or appropriation equals the amount under Contract and an irreconcilable dispute between the City and the Contractor which the Contractor views as a breach of contract by the City excusing the Contractor from further performance, the Contractor and the City may agree to increase the Project appropriation and preserve the rights of both parties to future settlements or final resolution by a court of law.

B. Contractor agrees to limit all claims for extra work or damages of any kind whatsoever relating to this Contract to prices established by the units and lump sums bid herein and/or direct costs as provided under the force account provisions of WSDOT APWA, Section 1-09.6. By acceptance of a contract for the work herein, Contractor waives all claims for payment of damages which include or are computed on total costs of job performance, extended overhead, or other similar methods which do not relate to the prices stated herein or are not specific as to the actual, direct costs of contract work as defined in the WSDOT APWA force account provisions.

C. The above stated limitations on claims for damages shall apply only to disputed claims and shall not be construed to apply to payments for extra work pursuant to mutually agreed change orders or force account work in accordance with Sections 1-04.4 and 1-09.6 of the WSDOT APWA Standard Specifications incorporated herein; and is specifically understood that the City shall be responsible to appropriate funds for all work performed in accordance with Section 1-04 of the WSDOT APWA Standard Specifications.

**1.09 EQUIPMENT AND MATERIALS SPECIFIED**

A. Within these Contract Documents, certain items are specified by brand, style, trade name, or manufacturer in order to set forth a standard of quality, and/or preference by the City. It is not the intent of these General Conditions to exclude other processes or materials of a type and quality equal to those designated. Whenever a manufacturer's name, brand, or item designation is given, it shall be understood that the words "or equal" follow such name or designation whether in fact they do so or not. The phrase "or equal" is not to be construed so as to mean that material, equipment will be approved as equal by the City; such approval shall not be effective unless and until the item has been specifically approved in advance and in writing by the City. No additional compensation or extension of time will be allowed the Contractor for any changes required to adopt substitute material or equipment therefore, the Contractor's proposal, including any approved substitutions shall include all costs for any modifications to the Work which may be necessary for approval and adaptation of the proposed substituted equipment.

**1.10 SAFETY MEASURES**

A. All Work under this Contract shall be performed in a safe manner. The Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA or any other jurisdiction, and all other applicable safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

B. The City's Project Manager's review of the Contractor's work plan, sequence, schedule or performance does not and is not intended to include review or approval of the adequacy of the Contractor's safety measures in, on, or near the construction site. The Project Manager does not purport to be a safety expert, is not so engaged in that capacity under this Contract, and has neither



the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of Work for claimed violations thereof.

- C. The Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

**1.11 CHANGES IN THE WORK**

- A. The City may, at any time, without notice to the sureties, and without invalidating this Contract, by order designated or indicated to be a change order or directive, make any change, including modifications to, additions to or deletions from the Work within the general scope of the Contract, including but not limited to changes:
  - 1. In the Plans and Specifications;
  - 2. In the quantities or performance of the Work;
  - 3. In the City-furnished facilities, equipment, materials, services or site; or
  - 4. Directing acceleration or suspension of the performance of the Work.
- B. If the Contractor intends to assert a claim for a change in work he/she shall, within 10 calendar days after the furnishing of its notice, submit to the City a written statement setting forth the general nature and monetary and other impact of such order, unless this period is extended, in writing, by the City.
- C. Approval of certain changes and overruns must be made by the City. Therefore, it is imperative that changes or overruns be anticipated to allow enough time for approval prior to commencing the affected work.
- D. Changes in the Work may be authorized in accordance with the General Conditions; charges for the work covered by approved change orders shall be submitted by the Contractor on an approved breakdown sheet and, unless otherwise agreed, the costs shall be determined in the following manner:
  - 1. Additive Changes: Include direct labor costs, including foreman; direct costs of materials and equipment to be entered into the work; ownership or rental costs of any equipment during the time of use on the extra work per the current blue book; insurance; social security, old age and unemployment contributions; industrial insurance; direct contributions to labor as fringe benefits; subcontractor's proposals; plus a maximum of 10% of the total of the items listed hereinbefore as overhead and profit, which shall include the cost of performance bonds, and the cost of all "offsite, extended, or unabsorbed" overhead. The markup for overhead and

profit, including the cost of performance bonds, for work performed by major subcontractors including mechanical and electrical subcontractors, shall be limited to a maximum of 8%.

- 2. Deductive Changes: Include direct labor costs, including foreman; direct costs of materials and equipment to be entered into, or omitted from, the work; ownership or rental costs of any equipment during the time of use for the period of the change; insurance; social security, old age and unemployment contributions; industrial insurance; direct contributions to labor as fringe benefits; subcontractor's proposals; plus 8% of the total items listed hereinbefore as a factor for overhead and profit. The factor for overhead and profit which shall be deducted for the work of major subcontractors including mechanical and electrical subcontractors shall be 5%.

- E. Subcontract Proposals: Where a proposal from a subcontractor is involved in a change in the Work, the Contractor shall require that the subcontractor's proposal for the extra work be governed by the same requirements that govern the Contractor's costs for the extra work.
- F. The Contractor shall not be entitled to any claim for 'extended overhead' or 'unabsorbed overhead', or any off-site overhead.
- G. Change Order Form: Use approved and provided by the City for change orders.

**1.12 INCREASED OR DECREASED QUANTITIES**

- A. In the case of unit prices, when accepted quantities of Work vary from the original bid quantities, payment will be at the unit contract prices for accepted work unless the total quantity of any contract item increases or decreases by more than 25% of the original bid quantity.

**1.13 ONE-YEAR WARRANTY**

- A. The Contractor shall and hereby does warranty the work for a period of one (1) year after the date of final acceptance by the City of the Work. The Contractor shall repair, remove and replace any and all such Work, together with any other Work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one-year period, without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect expected. In the event of failure to comply with the above-mentioned conditions within two (2) weeks after being notified in writing, the City is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges thereof immediately on demand. Such action by the City will not relieve the Contractor of the warranties required by this section or elsewhere in the Contract.
- B. If a Performance and Payment Bond is used rather than retainage, the bonds shall continue in full force and effect until Final Acceptance of the physical Work by the City.

- C. If in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of the operation of the City, the City will attempt to give the notice required by this section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this section, proceed to make such correction, the cost of which shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the warranties required by this section or elsewhere in the Contract.

**1.14 METHODS AND EQUIPMENT**

- A. The methods and equipment adopted by the Contractor shall be such as will secure a satisfactory quality of Work and will enable the Contractor to complete the Work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of the Contractor.

**1.15 LICENSES, INSPECTIONS, PERMITS, AND TAXES**

- A. The Contractor shall procure all permits and licenses, required inspections, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

**1.16 WORKER'S BENEFITS**

- A. The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the City may retain such payments from any money due the Contractor and pay the same into the appropriate fund.
- B. The Contractor shall include in the various items in the Bid Proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverage's. The Contractor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the US Department of Labor or the Washington State Department of Labor and industries regarding the insurance coverage.
- C. After Final Completion of all Work on the Project, the Contractor shall submit a "Request for Release" to the Washington State Department of Labor and industries on the form they provide. The "Request for Release" form of the Department of Labor and Industries is also for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums.

**1.17 POSSESSION**

- A. The City reserves the right to use and occupy any portion of the improvements which have been completed sufficiently to permit use and occupancy, and such use and occupancy shall not be construed as an acceptance of the Work as a whole or any part thereby. Any claims which the City may have against the Contractor shall not be deemed to have been waived by such use and occupancy.

**1.18 RISK OF LOSS**

- A. The Contractor will assume all risk of loss of materials, equipment or other supplies through theft, fire, act of God, or any other cause until the final acceptance of the Project has been submitted by the Engineer, and approval thereof by the City, which approval shall constitute acceptance of the Project by the City, and risk of loss shall thereafter transfer to the City. No partial payment or advance by the City shall change the risk of loss as herein provided.

**1.19 APPLICABLE LAW AND FORUM**

- A. Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in King County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

**1.20 RETAINAGE**

- A. Retainage will be held back at 5% of each pay request. Retainage will be held in an account at the direction of the Contractor, per the forms included in these documents. Any costs associated with hold these funds in any account shall be borne by the Contractor. Retainage shall be available to the City to meet obligations which the Contractor incurs but does not meet, or to meet obligations to the City or City’s Representative incurred through conditions of the Contract. Retainage does not relieve the Contractor of any obligations of the Contract, nor of any financial obligation which retainage is not sufficient to meet. Retainage or use of retainage shall not reduce the Contractor’s requirements under this Contract.
  1. Per RCW 60.28.050: “Upon final acceptance of a contract the officer disbursing the payment shall notify the Department of Revenue of the completion of contracts over \$20,000. Such officer shall not make any payment until it has received from the Department of Revenue a certificate that all taxes, increases and penalties due from the contractor and all taxes due and to become due with respect to such contract have been paid in full.”
  2. Per RCW 60.28.011, requires the disbursing office must also observe a forty-five (45) day period from the date of semi-final acceptance, before the release of retainage to allow a

reasonable period of public notification in order to place any liens or claims. The date of semi-final acceptance is the date the Council authorizes same.

- B. It is the Contractor’s responsibility to see that all subcontractors comply with the above. Progress payments will not be released until all subcontractors have complied.
  
- C. If the Contractor wishes to set up an escrow account for retainage deposits, an escrow agreement must be submitted for review at least thirty (30) days prior to first deposit.

**1.21 DISPUTE RESOLUTION**

- A. Should the parties be unable to resolve a dispute arising from the operation of the Contract, the parties agree to submit the dispute to binding arbitration as provided by RCW 7.04 et. seq. The arbitrator shall be as selected by the parties or, if the parties are unable to agree, as appointed by the presiding Judge of King County; the prevailing party shall be awarded costs as a part of the decision of the arbitrator.
  
- B. “Costs” shall include, without limiting the generality of such term, expense of investigation of any claim, consulting engineering expense, expense of depositions, exhibits, witness fees, including reasonable expert witness fees and reasonable attorney’s fees, and also includes all such costs and fees incurred in connection with any appeals. The obligation of payment under this clause shall be incorporated in any decision rendered in such action.

**1.22 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- A. Unless the Contractor is exempt by Presidential Executive Order 11246 as amended by Executive Order 11375, the Contractor agrees not to discriminate against any client, employee, or applicant for employment of services because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; lay-offs or termination’s; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the City of Lake Forest Park unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely; this includes the compliance with Sections 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1984.

**1.23 MINORITY AND WOMEN BUSINESS ENTERPRISE**

- A. Contractor agrees that he/she shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. Upon request Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation.

END OF SECTION



**EXHIBIT C**

## Introduction to the Special Provisions

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(July 31, 2007 APWA GSP)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”) or the most recent version of such specifications. The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)

(August 7, 2006 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any, and
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

### 1-01.3 Definitions

(March 13, 2012 APWA GSP)



Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

**Dates**

**Bid Opening Date**

The date on which the Contracting Agency publicly opens and reads the Bids.

**Award Date**

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

**Contract Execution Date**

The date the Contracting Agency officially binds the Agency to the Contract.

**Notice to Proceed Date**

The date stated in the Notice to Proceed on which the Contract time begins.

**Substantial Completion Date**

The day the Authorized Representative determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

**Physical Completion Date**

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

**Completion Date**

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

**Final Acceptance Date**

The date on which the Contracting Agency accepts the Work as complete.

**Supplement this Section with the following:**

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “State,” “Department of Transportation,” “Washington State Transportation Commission,” “Commission,” “Secretary of Transportation,” “Secretary,” “Headquarters,” and “State Treasurer” shall be revised to read “Contracting Agency.”

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location.”

All references to “final contract voucher certification” shall be interpreted to mean the final payment form established by the Contracting Agency.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency’s headquarters are located.

**Additive**

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

**Alternate**

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

**Business Day**

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

**Contract Documents**

See definition for “Contract.”

**Contract Time**

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

**Notice of Award**

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

**Notice to Proceed**

The written notice from the Contracting Agency or Authorized Representative to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

**Traffic**

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

**1-02.1 Qualifications of Bidder**

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

**1-02.4(1) General**

SUPPLEMENT THIS SECTION WITH THE FOLLOWING:

Minor variations and miscellaneous items may not be shown in the Plans. In accordance with the Standard Specifications, it shall be the Contractor’s responsibility to examine the site, become familiar with all attendant conditions and determine the difficulties and work involved, and to accept the site in its existing condition at the time of the award of contract.

**1-02.5 Proposal Forms**

(June 27, 2011 APWA GSP)

DELETE THIS SECTION AND REPLACE IT WITH THE FOLLOWING:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be

furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

**1-02.6 Preparation of Proposal**

(June 27, 2011 APWA GSP)

SUPPLEMENT THE SECOND PARAGRAPH WITH THE FOLLOWING:

- 4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
- 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last paragraph, and replace it with the following:

The bidder shall make no stipulation on the bid form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the bid form if any d/m/wbe requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the bid form if any d/w/mbe requirements are to be satisfied through such an agreement.

**1-02.7 Bid Deposit**

(October 1, 2005 APWA GSP)

SUPPLEMENT THIS SECTION WITH THE FOLLOWING:

Bid bonds shall contain the following:

- 1. Contracting Agency-assigned number for the project (if applicable);

- 2. Name of the project;
- 3. The Contracting Agency named as obligee;
- 4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
- 5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
- 6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

**1-02.13 Irregular Proposals**  
(MARCH 13, 2012 APWA GSP)

REVISE ITEM 1 TO READ:

- 1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the Bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

- j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

**1-02.15 Pre Award Information**

(October 1, 2005 APWA GSP)

REVISE THIS SECTION TO READ:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Authorized Representative,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located,
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

**1-03.4 Contract Bond**

(October 1, 2005 APWA GSP)

REVISE THE FIRST PARAGRAPH TO READ:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

**1-04.6 Variation in Estimated Quantities**

(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)

Supplement this Section with the following:

The quantities for Bid Items #7, 8, 9 and 15 have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

**1-05.4 Conformity With and Deviations from Plans and Stakes**

The Contractor shall provide all surveying required to complete the project. The Contractor shall be responsible for setting, maintaining, and resetting all stakes for the Work. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. All setting and resetting of monuments, property corners, and primary control, shall be completed by or under the direct

supervision of a Washington State Registered Professional Land Surveyor (PLS). The PLS must be submitted for approval as a Subcontractor.

At the Contractor's request the Contracting Agency will provide the electronic CAD base files. Electronic files are provided for the Contractor's convenience and are not part of the Contract. Calculations shall be made from the Plans. The Contractor is advised to field verify the electronic files prior to their use in staking or other activities. If the signed and stamped Plans and electronic files differ, the signed and stamped Plans control. The Contractor shall not rely on the electronic files and no claim by the Contractor shall be based on the electronic files or any difference between the electronic files and the signed and stamped Plans or site conditions.

The Contractor shall direct all questions regarding correct interpretation of provided data to the Authorized Representative. Failure to correctly interpret and utilize survey control data or Plans as provided by the Authorized Representative shall not constitute justification for a claim of extra Work. The Contractor shall immediately notify the Authorized Representative of any survey data discrepancy.

The Contractor shall maintain detailed survey records, including a description of the work performed on each shift, the methods utilized, and the control points used. The records shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Authorized Representative within three business days of Authorized Representative's request.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Primary and Secondary Control: Verify and use the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include horizontal coordinates, station, offset and elevations of all secondary control points. Provide the Contracting Agency an electronic copy of the secondary control points. Vertical secondary control shall be established using spirit levels, not a GPS system.
2. The Contractor shall stake clearing limits and centerline stationing one week prior to commencement of on-site construction activities. The Contractor shall allow for at least two working days for the Authorized Representative to approve the layout after staking. The Contractor shall assume full responsibility for detailed dimensions, elevations, and excavation slopes measured from these stakes and marks, regardless of Authorized Representative's review and approval.
3. Limit of Work: Limit of Work shall be marked at major angle points and at intermediate points at approximately 40 foot intervals. Staking of limit of work is not required if the limits are defined by existing features (i.e. fence, edge of pavement) shown on the Plans and which will not be removed during construction. The limit of work shall



generally be located 5 feet beyond the toe of the fill and 10 feet beyond the top of the cut unless otherwise shown on the Plans.

4. **Monuments:** The Contractor shall establish the location of monuments shown on the Plans. The Contractor shall be responsible for locating and preserving existing monuments within the right-of-way, which shall include existing property corners on the right-of-way lines. The Contractor shall maintain a complete and accurate reference of all survey markers, monuments, property corners, on this project. The Contractor shall inform the Authorized Representative when monuments are discovered that were not identified in the Plans. All monuments shall be protected throughout the length of the project or be replaced at the Contractor's expense, unless marked on the Plans as to be removed and reset. In the event the Contractor disturbs or destroys any survey marker during the course of construction, not indicated to be removed/replaced on the Plans, the Contractor shall bear all costs of survey, resetting, legal claims, and filing state forms.

For monuments shown to be removed or destroyed on the Plans, the Contractor's PLS shall file all required permit forms with the Department of Natural Resources (DNR), as required by RCW 58.09.130 and WAC 332-120. The form "Application for Permit to Remove or Destroy a Survey Monument" shall be signed by the PLS, and submitted directly to DNR and the Contracting Agency, within one week of Notice to Proceed. No work affecting monumentation shall commence until DNR has approved the permit. The form "Completion Report for Monument Removal or Destruction" shall be signed by the PLS and submitted to DNR and the Contracting Agency upon completion of work affecting monuments.

The Contractor shall set the monument case and anchor pipe in accordance with Section 8-13.

5. For all other types of construction included in the Contract (including but not limited to fences, signing and landscaping), provide staking and layout as required to adequately locate, construct, and check the specific construction activity.
6. Determine and record the horizontal coordinates and top and bottom elevations of utilities encountered during excavations or potholing. Locate all surface utilities in the roadway prism prior to fill or any paving.

The Contractor shall establish all surveyed points by placing hubs and tacks with marked stakes in unpaved areas or P.K. nails with painted markings in paved areas. All surveying stakes shall be marked in accordance with WSDOT Standard Plan A-10.10-00.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<b>Vertical</b>	<b>Horizontal</b>
Slope Stakes	±0.1 foot	±0.10 foot
Subgrade Grade Stakes Set 0.04 foot Below Grade	±0.01 foot	±0.5 foot (parallel to alignment)  ±0.1 foot (normal to alignment)

	<b>Vertical</b>	<b>Horizontal</b>
Surfacing Grade Stakes	±0.01 foot	±0.1 foot (parallel to alignment)  ±0.1 foot (normal to alignment)
Roadway Paving Pins for Surfacing or Paving	±0.01 foot	±0.1 foot (parallel to alignment)  ±0.05 foot (normal to alignment)

The Contracting Agency may spot-check the Contractor’s surveying. These spot-checks shall not change the requirements for accuracy by the Contractor.

If errors are found, or the Authorized Representative determines that the survey Work is insufficient for the project, the Contractor shall correct the errors and/or resolve insufficiencies, which may include removal and replacement of incorrectly installed improvements. All costs incurred to correct or complete the Work shall be at the Contractor’s expense, in accordance with Section 1-05.7.

**Payment**

Payment will be made in accordance with Section 1-04.1 for the following bid item, when included in the proposal:

Surveying

Lump Sum

The lump sum contract price for “Surveying” shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts as described above, as shown on the Plans, and herein specified, including resetting markers and/or monuments purposely moved as part of the Work.

**1-05.7 Removal of Defective and Unauthorized Work**  
(October 1, 2005 APWA GSP)

SUPPLEMENT THIS SECTION WITH THE FOLLOWING:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Authorized Representative, or fails to perform any part of the work required by the Contract Documents, the Authorized Representative may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Authorized Representative determines to be an emergency situation, the Authorized Representative may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Authorized Representative, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Authorized Representative from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

**1-05.11 Final Inspection**

DELETE THIS SECTION AND REPLACE IT WITH THE FOLLOWING:

**1-05.11 Final Inspections and Operational Testing**

(October 1, 2005 APWA GSP)

**1-05.11(1) Substantial Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Authorized Representative and request the Authorized Representative establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Authorized Representative will schedule an inspection of the work with the Contractor to determine the status of completion. The Authorized Representative may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Authorized Representative concurs with the Contractor that the work is substantially complete and ready for its intended use, the Authorized Representative, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Authorized Representative does not consider the work substantially complete and ready for its intended use, the Authorized Representative will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Authorized Representative with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Authorized Representative establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

**1-05.11(2) Final Inspection and Physical Completion Date**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Authorized Representative to schedule a final inspection. The Authorized Representative will set a date for final inspection. The Authorized Representative and the Contractor will then make a final inspection and the Authorized Representative will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Authorized Representative is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Authorized Representative may, upon written notice to the

Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Authorized Representative's right hereunder.

Upon correction of all deficiencies, the Authorized Representative will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

**1-05.15 Method of Serving Notices**

(March 25, 2009 APWA GSP)

REVISE THE SECOND PARAGRAPH TO READ:

ALL CORRESPONDENCE FROM THE CONTRACTOR SHALL BE DIRECTED TO THE AUTHORIZED REPRESENTATIVE. ALL CORRESPONDENCE FROM THE CONTRACTOR CONSTITUTING ANY NOTIFICATION, NOTICE OF PROTEST, NOTICE OF DISPUTE, OR OTHER CORRESPONDENCE CONSTITUTING NOTIFICATION REQUIRED TO BE FURNISHED UNDER THE CONTRACT, MUST BE IN PAPER FORMAT, HAND DELIVERED OR SENT VIA MAIL DELIVERY SERVICE TO THE AUTHORIZED REPRESENTATIVE'S OFFICE. ELECTRONIC COPIES SUCH AS E-MAILS OR ELECTRONICALLY DELIVERED COPIES OF CORRESPONDENCE WILL NOT CONSTITUTE SUCH NOTICE AND WILL NOT COMPLY WITH THE REQUIREMENTS OF THE CONTRACT.

**1-05.16 Water and Power**

(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

**1-05.17 Oral Agreements**

(October 1, 2005 AWPA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms

or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

**1-07.1 Laws to be Observed**

(October 1, 2005 APWA GSP)

SUPPLEMENT THIS SECTION WITH THE FOLLOWING:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Authorized Representative to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

**1-07.18 Public Liability and Property Damage Insurance**

Delete this section in its entirety, and replace it with the following:

**1-07.16 Protection and Restoration of Property**

**1-07.16(5) Payment**

*Supplement*

“Property Restoration”, when approved by Authorized Representative, will be paid by force account per Section 1-09.6 of the Standard Specifications and these Special Provisions, and will be full compensation to relocate, replace, or modify existing private improvements or landscaping where required as a condition of an easement or permit, or where impact resulting from construction activities is determined by Authorized Representative, prior to the impact occurring, to be unavoidable, and authorized to be paid under this force account item.

Disturbed grass areas shall be restored with sod. Existing plant material shall be salvaged prior to disturbance, where feasible, and replanted following the installation of improvements. Where it is not feasible to salvage existing plant material, new plant material shall be provided that is compatible to the existing landscaping as approved by the Authorized Representative. All materials shall conform to the applicable portions of Section 9-14 and 9-15 of the Standard Specifications.

Property Restoration	Force Account
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All other maintenance and property restoration work, and all costs for use of private property shall be incidental to the Contract.

**1-09.7 Mobilization**

*Supplement*

This section is supplemented with the following:

Mobilization shall include, but not be limited to, the following items: the movement of the Contractor's personnel, equipment, supplies, and incidentals to the project site; the establishment of his office, buildings, and other facilities necessary for work on the project; providing sanitary facilities for the Contractor's personnel; obtaining permits or licenses required to complete the project not furnished by the City; and other work and operations which must be performed or costs that must be incurred.

Payment will be made for the following bid item:

<b>Mobilization</b>	<b>Lump Sum</b>
---------------------	-----------------

The lump sum bid price for “Mobilization” shall include all work for the bid schedule.

**1-07.18 Insurance**

(January 24, 2011 APWA GSP)

**1-07.18(1) General Requirements**

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The insurance policies shall contain a "cross liability" provision.

E. The Contractor's and all Subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.

F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

H. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.



I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

**1-07.18(2) Additional Insured**

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

the Contracting Agency and its officers, elected officials, employees, agents, and volunteers.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

**1-07.18(3) Subcontractors**

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

**1-07.18(4) Evidence of Insurance**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

**1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

**1-07.18(5)A Commercial General Liability**

A policy of Commercial General Liability Insurance, including:

Per project aggregate

Premises/Operations Liability

Products/Completed Operations – for a period of one year following final acceptance of the work.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

**1-07.18(5)B Automobile Liability**

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

**1-07.18(5)C Workers’ Compensation**

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

**1-08 Prosecution and Progress**

Add the following new section:

**1-08.0 Preliminary Matters**

(May 25, 2006 APWA GSP)

Add the following new section:

**1-08.0(1) Preconstruction Conference**

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Authorized Representative and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

ADD THE FOLLOWING NEW SECTION:

**1-08.0(2) Hours of Work**

(June 27, 2011 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Authorized Representative is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Authorized Representative for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Authorized Representative. These conditions may include but are not limited to:

The Authorized Representative may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Authorized Representative include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Authorized Representative, such work necessitates their presence.

On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times.

Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

**1-08.4 Prosecution of Work**

DELETE THIS SECTION IN ITS ENTIRETY, AND REPLACE IT WITH THE FOLLOWING:

**1-08.4 Notice to Proceed and Prosecution of Work**

(June 27, 2011 APWA GSP)

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Authorized Representative. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Authorized Representative to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

**1-08.5 Time for Completion**

(June 28, 2007 APWA GSP, Option A)

REVISE THE THIRD AND FOURTH PARAGRAPHS TO READ:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Authorized Representative will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Authorized Representative declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Authorized Representative, the protest shall be in sufficient detail to enable the Authorized Representative to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

REVISE THE SIXTH PARAGRAPH TO READ:

The Authorized Representative will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Authorized Representative prior to establishing a completion date:
  - a. Certified Payrolls (Federal-aid Projects)
  - b. Material Acceptance Certification Documents
  - c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Property owner releases per Section 1-07.24

**1-08.9 Liquidated Damages**

(March 13, 2012 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract. The Authorized Representative may determine that the work is Substantially Complete. The Authorized Representative will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Authorized Representative, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

**1-09.13(3)A Administration of Arbitration**

(October 1, 2005 APWA GSP)

REVISE THE THIRD PARAGRAPH TO READ:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

## **Appendix A: Wage Rates**

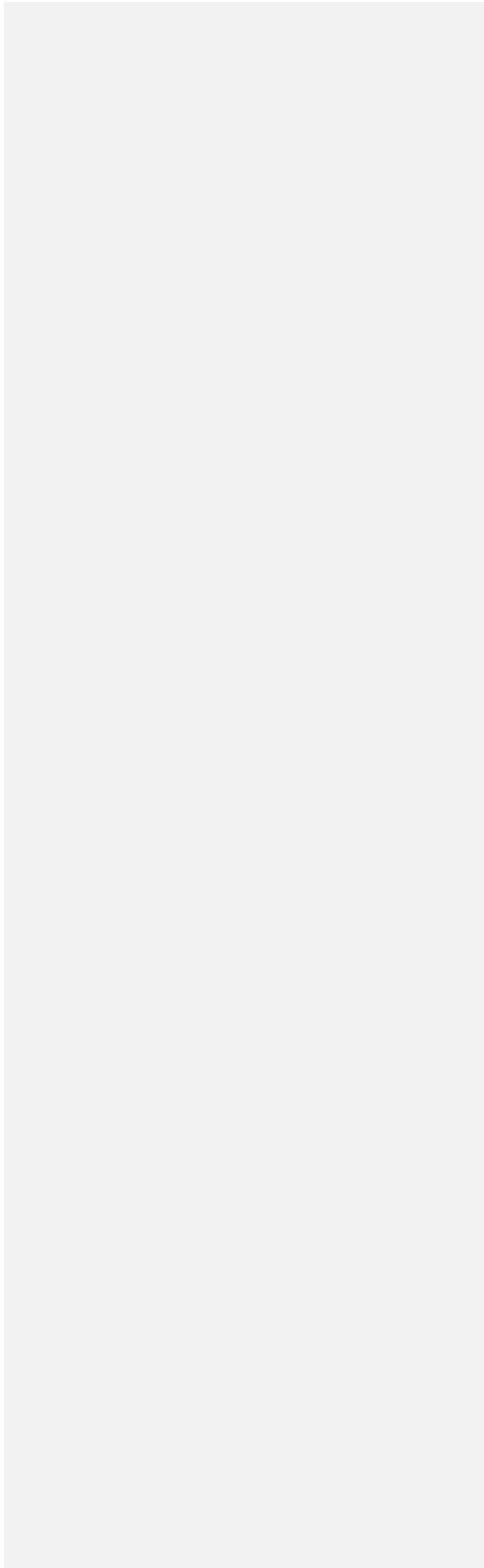
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The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is October 2024. A copy of the applicable prevailing wage rates are also available for view at the office of the Owner, located at 17425 Ballinger Way NE, Lake Forest Park, WA 98155. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.



# CF: Capital Facilities



## Introduction

The Capital Facilities Element discusses facilities needed for public services that will support planned population and employment. Public facilities addressed in the Capital Facilities Element include the transportation system (~~streets, sidewalks, street-lighting systems~~), infrastructure, services, and amenities the community relies on ~~parks, schools, libraries, drainage, water and sanitary sewer systems, public safety, and governmental services.~~

**Capital Facilities include** streets, sidewalks, street-lighting, parks, schools, libraries, drainage, water & sanitary sewer system, public safety, emergency response, and government buildings.

This element helps the City to ensure that the right facilities are in the right place to support the development that is planned in the Land Use Element. It also supports other elements, such as Transportation and Parks, Trails, & Open Space, which drive the policies for capital facilities on those topics. By planning ahead to identify which facilities will be needed, the City is better able to ensure that expectations for quality levels of service can be met. Consistent with this direction, goals and policies in this element guide the City to have facilities that adequately support new development, address any past deficiencies, and maintain their stated levels of service.

The Growth Management Act establishes five requirements for this element:

- Provide an inventory of facilities
- List a forecast of needs
- Show proposed locations and capacity of planned facilities
- Provide a financing plan for needed facilities
- Reassess planned facilities if they cannot be provided and paid for

The process of addressing these five requirements helps the decision-making process of the City by organizing and prioritizing future capital improvement projects (CIP). The first four requirements are addressed in the Capital Facilities Element Background Analysis (Volume II). The fifth requirement is addressed in Policy CF-3.6.

Volume II contains the background data and analysis that provide the foundation for the Capital Facilities Element goals and policies. Major topics addressed in Volume II include:

- **Inventory**
- **Forecast of future needs**
- **Capital projects**
- **Funding sources**

**Commented [CH1]:** Comment: Intro includes most of the definition with the full definition following directly after. Can this be simplified?  
**Response:** Edited as suggested.

# Goals and Policies



## Goal CF-1

**Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element and in conformity with all sections of this comprehensive plan.**

**Policy CF-1.1:** Plan capital facilities that have the capacity and are located to serve existing development and future growth planned in the Land Use Element.

**Policy CF-1.2:** Provide and maintain City capital facilities, including City Hall and other public buildings, drainage and sewer systems, parks, police, and transportation infrastructure.

**Policy CF-1.3:** When services are provided by alternative providers, coordinate with them to better understand their provision of fire and rescue, library, schools, sewer, transportation, water, solid waste collection, and other utilities and services.

**Policy CF-1.4:** Adopt by reference the capital facilities plans of the following providers of public facilities and services in Lake Forest Park, provided those plans are consistent with this Comprehensive Plan.

- Fire and Rescue: Northshore Shoreline Fire Department.
- Library: King County Library System.
- Schools: Shoreline School District.
- Transportation: Metro, Sound Transit, Washington State Department of Transportation.
- Water and Sewer: North City Water District, Lake Forest Park Water District, Seattle Public Utilities, Northshore Utility District.

**Policy CF-1.5:** Support processes for planning capital facilities of regional or statewide importance, including airport and transportation system changes and expansions.

**Policy CF-1.6:** If Lake Forest Park is selected as a site for a regional or statewide capital facility, or is otherwise impacted by a regional or statewide facility's development, expansion, or operation, ensure that impacts are minimized to the extent that they are compatible with the goals and policies of Lake Forest Park.

**Policy CF-1.7:** Investigate ways to improve broadband services, including evaluating the feasibility of the City partnering or providing broadband services.

**Policy CF-1.8:** Assure that new development and future growth bear the costs of new capital facilities and infrastructure to serve their use, such as drainage and sewer system expansions.

**Commented [CH2]:** Comment: Would waste pick up be Capital Facilities provider?

**Response:** The facilities associated with solid waste are an "essential public facility" and not typically addressed in the CF element. The service could be mentioned, but we would not be planning for any solid waste facilities except as "essential public facilities."

**Commented [CH3]:** Comment: For Fire and Rescue, though this may change next year, for now, aren't we "Shoreline Fire Department"?

**Commented [CH4]:** Comment: Broadband is defined by the FCC as "download speeds of 00 megabits per second and upload speeds of 20 megabits per second" which, per my personal experience, would not be acceptable for work-from-home or home based businesses plus household internet needs like streaming. We should define a higher threshold for broadband services elsewhere in our Municipal Code - 200Mbps download and 35Mbps upload.

**Commented [CH5]:** Comment: please add a new policy indicating that new developments and future growth cover the added costs of new capital facilities needed to serve their use. Something like this



## Goal CF-2

**Promote capital facilities that address past deficiencies, meet the needs of growth, and enhance the quality of life through acceptable levels of service (LOS).**

**Policy CF-2.1:** Maintain acceptable standards necessary for City-provided facilities to adequately serve all developments.

Table I-1: City-Owned Capital Facilities

Type of Public Facility	Level of Service
Drainage	Drainage design shall be consistent with the City's drainage ordinance.
Sewer	All development shall be served by central sewer facilities. Treatment of sewage effluent shall be in accordance with Washington state law and administrative code.
Transportation	<del>Level of Service</del> C/D for local roadways.

**Commented [CH6]:** Comment: are other utilities such as electricity and natural gas and fiber optic, etc. considered capital facilities alongside water and sewer?  
**Response:** Electricity, natural gas, telecommunications are all capital facilities, but none of these are city-owned and they are not represented in the table.

**Commented [CH7]:** Comment: In the transportation row, what is "C/D"? For that matter, should LOS just be spelled out as "Level of Service"?  
**Response:** C: stable flow, at or near free flow. D: approaching unstable flow.  
 This is an oversimplification, but cities are expected to maintain intersections at their adopted LOS standards. Adopting lower LOS (such as D or E) means a lot more wiggle room before intersection improvements are triggered.

The City's **drainage ordinance** is contained in Title 16.24 of the Lake Forest Park Municipal Code, which can be accessed online at: [www.codepublishing.com/wa/lakeforestpark/](http://www.codepublishing.com/wa/lakeforestpark/).  
 The City intends to develop **multimodal transportation LOS standards**, consistent with Policy T-1.16 in the Transportation Element

**Policy CF-2.2:** Implement the parks LOS standards consistent with the Parks, Recreation, Open Space, and Trails (PROST) Plan and the policy guidance in the Parks, Trails, and Open Space Element and the *Legacy 100 Year Vision*.

**Policy CF-2.3:** Designate LOS standards that guide the future delivery of community services and facilities provided by other agencies, while providing a measure to evaluate the adequacy of actual services.

Table I-2: Capital Facilities Provided by Other Agencies

Type of Public Facility	Level of Service
Fire and Rescue	Land use planning, development review, and fire protection facility planning will be coordinated to ensure that adequate fire protection and emergency medical service can be provided, while ensuring project designs minimize the potential for fire hazard.
Schools	As established by school district capital facilities plan.
Sewer	All development shall be served by central sewer facilities. Treatment of sewage effluent shall be in accordance with Washington state law and administrative code.
Transportation	LOS D-Mitigated for state routes. Coordinate with state and regional entities to ensure continued mobility on state owned routes (SR 522 and SR 104), including efforts to achieve the stated level of service standards for these facilities.
Water	The water system will strive to maintain a minimum of 1,000 gpm in order to provide enough water flow for adequate fire protection. This flow rate exceeds the average customer's daily demands. Water quality will be in compliance with the Washington Administrative Code requirements. (Washington state law also requires that potable water be available as a condition of development).

**Policy CF-2.4:** Coordinate with other agencies to ensure that the LOS for fire and rescue, schools, sewer, and water are consistent between the providers' plans and this Capital Facilities Element.

**Policy CF-2.5:** Identify LOS deficiencies in City and non-City capital facilities based on adopted LOS and facility lifecycles, and determine the means and timing for correcting these deficiencies.

**Policy CF-2.6:** Identify needs for additional capital facilities based on adopted LOS and forecasted growth, and determine the means and timing for providing needed additional facilities, including provisions to assure that new development and future growth bear the costs of new capital facilities and infrastructure to serve their use, such as drainage and sewer system expansions.

Commented [CH8]: Comment: add as noted

**Policy CF-2.7:** Provide capital facilities that achieve the LOS concurrent with development as defined in City code and Washington State Law.



### Goal CF-3

## Ensure that planned capital facilities are financially feasible.

**Policy CF-3.1:** Identify specific sources and provide realistic projected amounts of public funds that will provide full funding opportunities for the capital improvement projects needed for existing and future development.

**Policy CF-3.2:** Support inclusive public engagement actions to identify new or increased sources of revenue required to make the Capital Facilities Element financially feasible.

**Policy CF-3.3:** Charge impact or other fees when the City Council determines that new development should pay a proportionate share of the capital facilities that it needs.

**Policy CF-3.4:** Use grants, public/private partnerships, and investments by businesses locating in Lake Forest Park to supplement local funding.

**Policy CF-3.5:** Acquire City debt when the City Council determines that it is appropriate to advance the construction of priority capital improvement projects and to amortize the project cost over the life of the public facility.

**Policy CF-3.6:** Maintain a balance between available revenue and capital facilities needed to support the City's adopted LOS.

**Policy CF-3.7:** Use the City's Capital Improvement Plan as the short-term process for implementing the long-term Capital Facilities Element.

*Lake Forest Park's **Capital Improvement Plan** includes a six-year plan for the capital improvements that will be made by the City and how they will be funded, including transportation projects. The Capital Improvement Plan is updated every two years as part of the City's biannual budget process.*

**Policy CF-3.8:** Prioritize capital improvements that are needed to correct existing deficiencies or maintain existing LOS over those that would significantly enhance service levels above those designated in the Comprehensive Plan.

**Policy CF-3.9:** Develop a capital improvement plan that will improve the equitable distribution of services throughout the city.

**Commented [CH9]:** Comment: I think there are pros and cons to impact fees, so I'd rather not have such a definitive statement. I'd prefer "Evaluate whether impact fees should be charged for new development taking into account the impact on capital facilities along with housing and land use goals"

**Response:** Impact fees need to be assessed consistently. The City collects impact fees, so it must collect them for all development that meets the appropriate thresholds.

Consider:  
"Maintain an appropriate impact fee schedule for new development to pay a proportionate share of the capital facilities that it needs."

**Commented [CH10]:** Comment: Revise to include

**Commented [CH11]:** Comment: Add new policy (similar to edits to the parks section, I forget the exact language we landed on)



## Goal CF-4

**Promote expanded, redeveloped, and new capital facilities with features and characteristics that support the environment, energy efficiency, local aesthetics, technological innovation, cost-effectiveness, and sustainability.**

See the Legacy 100-Year Vision for **recommended capital improvement programming** for green infrastructure projects.

**Policy CF-4.1:** Design, locate, and build capital facilities that model sustainable design techniques, including incorporating natural infrastructure into projects whenever feasible to mimic ecological processes and minimize the need for built infrastructure.

**Policy CF-4.2:** Incorporate considerations of physical health and well-being into decisions regarding the location, design, and operation of capital facilities.

**Policy CF-4.3:** Promote environmental stewardship, sustainability, and regenerative design in capital facilities to reduce greenhouse gas emissions.

**Regenerative design** allows buildings to create or renew resources required for their operations, such as power and water, and to reduce or eliminate waste.

**Policy CF-4.4:** Promote the use of renewable energy sources, and reduce energy use and potable water consumption by City buildings and operations.

**Policy CF-4.5:** Encourage environmentally sensitive building techniques and low impact drainage methods.

**Policy CF-4.6:** Increase multimodal accessibility to capital facilities.

**Policy CF-4.7:** Maintain capital facilities at designated historical sites and promote enhancements that increase accessibility to cultural enrichment.

**Policy CF-4.8:** Promote the location of capital facilities to enhance efficient use of land, reduce public costs, reduce travel demand, and minimize disruption to the community. The City shall also consider siting public facilities with climate-related hazards in mind, such as flooding, sea-level rise, and extreme weather, to enhance community resilience and reduce future risks.

**Policy CF-4.9:** Promote water reuse and water conservation opportunities that diminish impacts on water, sewer, and drainage systems.

**Commented [CH12]:** WDFW RECOMMENDATION.  
This is phrased as an implementation action, and I would strike "The City shall also", leaving it "Consider siting public facilities with climate-related hazards in mind...to enhance community resilience and reduce future risks."

**Policy CF-4.10:** Partner with non-city providers to encourage that their facilities support the policies of this goal.

**Policy CF-4.11:** Encourage adoption of a standard for sustainability, environmental design, and energy conservation in public buildings.

Examples of **green building standards** the City could adopt under Policy CF-4.12 include Leadership in Energy & Environmental Design (LEED); Living Building Challenge Green Globes; National Green Building Standard.



## Goal CF-5

**Maintain capital facilities that are reliable, functional, safe, sanitary, clean, attractive, and financially sustainable.**

**Policy CF-5.1:** Maintain public spaces and capital facilities and enhance their appearance.

**Policy CF-5.2:** Develop, adopt, and use schedules and plans for replacement of capital facilities upon completion of their useful lives.

**Policy CF-5.3:** Minimize operating and maintenance costs of capital facilities.

**Policy CF-5.4:** Explore operations and management techniques to reduce the carbon footprints of capital facilities.

**Policy CF-5.5:** Collaborate with non-city providers to support equitable maintenance of and enhancements to facilities.





## Goal CF-6

### Maintain and invest in capital facilities that support community resilience, reduce greenhouse gas emissions, and improve environmental justice outcomes.

**Policy CF-6.1:** Support the co-location of capital facilities to maximize the use of land and minimize the impacts of facilities on the community.

**Policy CF-6.2:** When siting new capital facilities, consider environmental justice criteria in making decisions.

**Policy CF-6.3:** When building new capital facilities or completing major renovations, consider the feasibility of establishing a resilience hub.

**Policy CF-6.4:** Plan for redundancy and continuity of operations in the event of a natural disaster or other emergency.

**Policy CF-6.5:** When planning new or expanded capital facilities, consider maximizing renewable energy production where unused production and support other capital facilities and can be shared with community partners and other services.

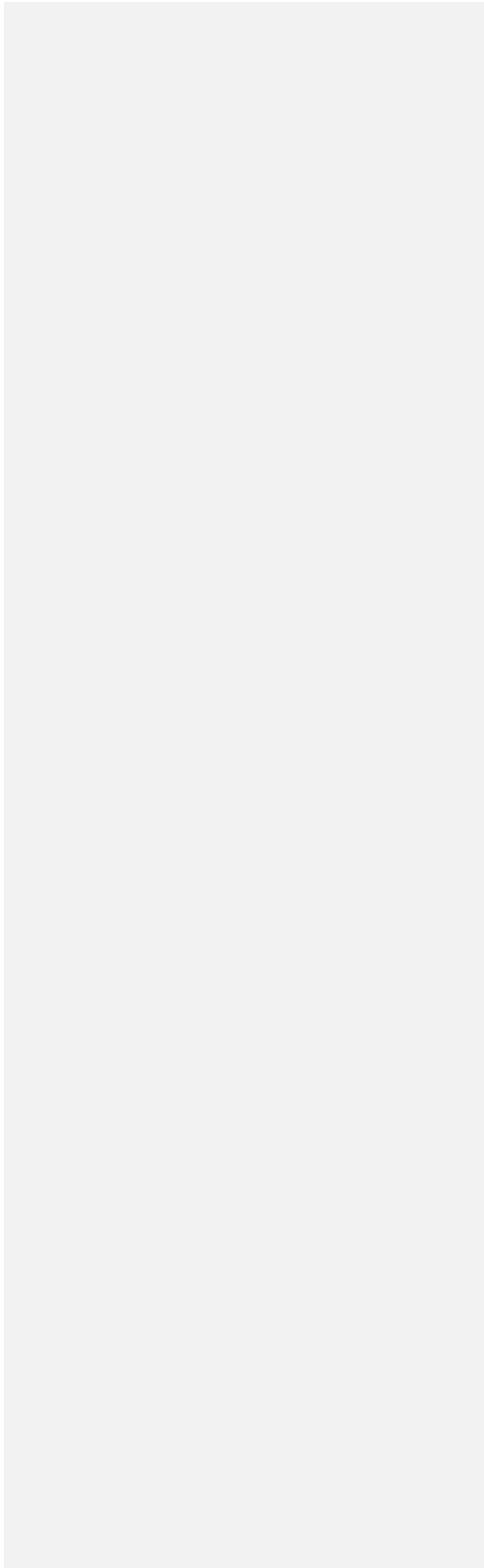
Commented [CH13]: Comment: New Policy







# U: Utilities



## Introduction

The Utilities Element addresses telecommunications, electricity, water and sewer services, and stormwater systems. In general, the goals and policies promote reliable and equitable services for all constituents in a cost-efficient manner.

Consistent with the Plan's emphasis on sustainability and healthy communities, utilities policies promote resource efficiency and help to reduce the demand on utility infrastructure.

The Utilities Element Background Analysis (Volume II) contains the background data and analysis, including information on the proposed location of utilities, and capacity of existing and proposed utilities. Specific utilities discussed include:

- Water
- Sewer
- Surface water
- Electricity
- Natural gas
- Telecommunications
- Solid waste





## Goals and Policies



### Goal U-1: Service Quality

**Ensure quality utility services throughout Lake Forest Park that meet the needs of current and future residents and businesses.**

**Policy U-1.1:** Work with utility providers to ensure that reliable, quality services are provided at reasonable and fair rates in all areas of the City.

**Policy U-1.2:** Encourage the timely expansion, ~~and~~-maintenance, ~~and~~ replacement of utility infrastructure to meet evolving community needs ~~and anticipated State regulations~~.

**Commented [CH1]:** Comment: Update as noted

**Policy U-1.3:** Encourage the use of new technologies that will enhance the quality of utility services while ensuring financial feasibility.

**Policy U-1.4:** Coordinate partnerships, interlocal agreements, and franchise agreements to increase the quality of utility services.

**Policy U-1.5:** Improve telecommunication services, with a focus on high-speed internet connectivity, for residents and businesses in Lake Forest Park.

**Commented [CH2]:** Comment: Consistent language - change high-speed internet with broadband here or in CP 1.7

**Policy U-1.6:** Consider alternative service provision options that may be more effective, efficient, and economical at providing service to residents and businesses, including reducing the number of water and sewer providers operating within the City.

**Designated sensitive areas.** *Include erosion hazard areas, landslide hazard areas, seismic hazard areas, steep slope areas, streams, wetlands, fish-bearing waters, areas with a critical recharging effect on aquifers used for potable water, flood hazard areas and the adjoining protective buffers necessary to protect the public health, safety and welfare (Lake Forest Park Municipal Code 16.24.020).*

**Policy U-1.7:** ~~Ensure contingency plans are in place to maintain services through short and long term service disruption.~~

**Commented [CH3]:** Comment: New policy



## Goal U-2: Planning

### Work with utility providers and other partners to plan for sustainable utility infrastructure that supports City and regional growth plans.

**Policy U-2.1:** Support utility service areas that are consistent with the growth and development patterns outlined in the City’s Comprehensive Plan, the *King County Comprehensive Plan*, and *VISION 2050*.

*VISION 2050* is available online at: <https://www.psrc.org/planning-2050/vision-2050>.

The *King County Comprehensive Plan* is available online at: <https://kingcounty.gov/en/dept/executive/governance-leadership/performance-strategy-budget/regional-planning/king-county-comprehensive-plan>.

**Policy U-2.2:** Communicate on a regular basis (consider annually) through sharing and requesting information with utility providers and other partners.

**Policy U-2.3:** Coordinate with utility providers to determine available capacity to accommodate development without lowering service standards, and identify needed system improvements.

**Policy U-2.4:** Encourage the joint use of utility corridors and facilities to minimize the amount of land area impacted by utility infrastructure.

**Policy U-2.5:** Educate residents about the importance of notifying utilities of construction activities, and lead by example during city construction projects. Facilitate coordination of trenching activities and work to decrease the need for making cuts in new road.

**Policy U-2.6:** Support the use of utility corridors for recreation and open space purposes, where appropriate.



## Goal U-3: Community Impacts

### Partner with utility providers to mitigate negative impacts of utility systems to community members.

**Policy U-3.1:** Support the use of construction, operation, and maintenance practices that limit adverse impacts, such as loud noises, service outages, transportation disruptions, and public safety hazards.

**Policy U-3.2:** Work with utility providers to inform the community about disruptive activities and to provide opportunities for public engagement in planning processes.

**Policy U-3.3:** Encourage the use of siting and design practices that minimize adverse visual impacts associated with utility infrastructure.

*Design measures such as color, varied materials, artwork, and superior landscape design can **promote compatibility with the surrounding neighborhood.***

**Policy U-3.4:** Promote the undergrounding of utilities where physically and financially feasible.

**Policy U-3.5:** Promote undergrounding or upgrading services where services are prone to repeated disruption.



## Goal U-4: Environmental Impacts

### Minimize negative impacts of utility systems to the environment.

**Policy U-4.1:** Encourage siting, construction, operation, and maintenance activities that are consistent with environmental best management practices.

**Policy U-4.2:** Coordinate and support public education by the utility providers of the need for water and energy conservation.

**Policy U-4.3:** Advocate for efficient water utility practices that protect natural resources and support a sustainable long-term water supply.

**Policy U-4.4:** Collaborate with utilities and other partners to identify the impacts of climate change and develop long-term strategies to address them.

**Policy U-4.5:** Advocate for efficient energy utility practices and explore alternative energy resources to meet long-term needs and reduce environmental impacts associated with traditional energy supplies.

**Policy U-4.6:** Coordinate tree removal and replacement plans with electric utilities to efficiently maintain power lines.

Please see the **Community Forest Management Plan** for background information, available online at: <https://www.cityofilfp.gov/DocumentCenter/View/6175>.

**Policy U-4.7:** Encourage the waste management utilities to increase recycling, composting, yard waste, waste reduction, and responsible disposal of hazardous waste.

**Policy U-4.8:** Coordinate and support public education by the utility providers of alternatives to toxic and wasteful products.

**Policy U-4.9:** Protect water quality and quantity through operation of the City's stormwater utility.

Please see the **Environmental Quality & Shorelines Element** for additional guidance on water quality.

**Policy U-4.10:** The City shall create a prioritization list and plans for at-risk overflow infrastructure. Additionally, the siting of new sewer infrastructure within flood-prone areas is prohibited.



## Goal U-5: Climate Commitment

### Enhance community resilience and address historic inequities in environmental and health conditions through the provision of reliable utility services.

**Policy U-5.1:** When expanding or upgrading utilities, consider environmental justice criteria as well as future climate-related impacts in making decisions.

**Policy U-5.2:** Plan for resilient and redundant utility services to improve resilience in the event of a natural disaster or other emergency.

**Policy U-5.3:** Promote underground utilities to the extent feasible.

**Policy U-5.4:** Encourage the expansion of fiber internet lines throughout the city.

**Policy U-5.5:** Encourage a transition from natural gas energy usage to electric energy for homes and businesses.

**Commented [CH4]:** WDFW RECOMMENDATION.

**Response:** These are both implementation actions. I recommend a revised policy: "Reduce and prevent sewer overflow events." Incorporate WDFW's specific actions into the implementation strategy.

**Commented [CH5]:** Comment: Okay to drop "environmental justice" in the goal language in favor of the more specific "historic inequities in environmental and health conditions".

**Commented [CH6]:** WDFW RECOMMENDATION.

**Commented [CH7]:** Comment: I believe the margin note in the cover letter about HB1589 "prohibiting" new gas customers is incorrect, since that was in a prior version of the bill that didn't pass. Coupled with the council opposing the gas initiative makes me think that we should keep the "encourage" language as is. I generally favor carrots over sticks, and encouraging people to be more environmentally friendly seems fine to me. If we'd like more positive language than perhaps "Encourage residents to switch to more sustainable energy sources"

**Commented [CH8]:** Comment: Not really sure what data commissioners are basing their conclusion about the opposition to transitioning away from natural gas. Surveys done by the Climate Action Committee suggest residents do favor the transition, both on climate AND health grounds.



# Lake Forest Park Comprehensive Plan Update

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CITY COUNCIL

NOVEMBER 14, 2024

# Tonight's Meeting

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Parking Lot

Next Steps

Schedule

# DRAFT Comprehensive Plan Parking Lot

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# Parking Lot Items

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## **WDFW Comments**

## **Comprehensive Plan Map & Future Land Use Designation Revisions**

- See cover memo

## **Equity vs. Justice**

## **Parks Planning**

# WDFW Comments

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Comments received 10/31/24

Recommendations presented in:

- Capital Facilities
- Utilities
- Transportation

Discuss incorporation of WDFW comments in:

- Land Use
- Environmental Quality and Shorelines
- Housing
- Parks, Trails, and Open Space

# WDFW Comments – Land Use

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**LU-1.3:** implementation action

**LU-2.2:** implementation action

**LU-3.1:** implementation action; evaluate impact and consider in code updates

**LU-3.3:** incorporate as recommended

**LU-3.5:** discuss incentives and implementation; incorporate as recommended

**LU-3.6:** discuss incentives and implementation; incorporate as recommended

**LU-3.7:** discuss implementation of this new policy – how would collaboration work?

**LU-5.6:** no action required

**LU-6.3:** incorporate as recommended

**LU-7.7:** incorporate as recommended

**LU-11.3:** discuss incentives and implementation; incorporate as recommended

# WDFW Comments – Environmental Quality & Shorelines

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**EQ-1.1:** no action required

**EQ-2:** discuss new policy and implementation (acquisition)

**EQ-2:** incorporate as recommended (lighting standards)

**EQ-2:** rephrase and incorporate (LID)

**EQ-3.7:** discuss incentives; incorporate as recommended

**EQ-3.10:** discuss City's role (facilitation); incorporate as recommended

**EQ-7.4:** implementation action

**EQ-7.6:** discuss incentives and implementation

**EQ-8.1:** no action required; update plan as implementation action

**EQ-8.6:** discuss implementation; incorporate as recommended

**EQ-8.7:** no action required; implement through code amendments

# WDFW Comments – Housing

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**H-1.5:** no action required

**H-2.2:** incorporate as recommended



# WDFW Comments – Parks, Trails, and Open Space

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**PT-2:** rephrase and incorporate

**PT-4:** implementation action; rephrase and incorporate

# Future Land Use Designations

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Land Use	Description	Zones
<p><b>Conservation Residential</b>  <i>Preserve larger lots to grow urban forest, increase climate change resilience, reduce stormwater impacts from development, protect sensitive areas, and meet growth demands.</i></p>	<p>This residential zone will provide small scale development like single family housing, accessory dwelling units, courtyard housing, etc. while ensuring the expansion of our urban forest and preservation of our creeks, wetlands, critical areas, and shorelines. Development within this classification shall encourage increasing tree canopy coverage and the preservation of significant and large parcels with high quality residential parcels with important critical areas such as creeks, wetlands, and shorelines. This designation may be considered for this designation upon a rezoning request.</p>	<p>Section 5, Item B.  RS-20  RS-15</p>
<p><b>???</b> Residential  <i>Ensure smaller parcels contribute to urban forest preservation, provide a variety of housing options, and meet growth demands.</i></p>	<p>This residential zone will provide small scale development like single family housing, accessory dwelling units, stacked flats, etc. while providing residential scale density along and near our commercial corridor amenities and transportation byways. Development within this classification shall maintain the scale and feel of a residential neighborhood.</p>	<p>RS-10  RS-9.2  RS-7.2  <b>SG-SF?</b></p>
<p><b>Multi-Unit Residential</b></p>	<p>Multi-unit residential should provide higher-density housing types with multiple units per lot and/or building. These uses are appropriate around high-capacity transit stations and in transition areas between commercial areas and low-density residential neighborhoods. Limited commercial and business uses may be allowed in this classification as part of mixed-use development, consistent with adopted development standards.</p>	<p>RM-3600  RM-2400  RM-1800  RM-900</p>

human?

Residential parcels with

residential

Land Use	Description	Zones
<b>Neighborhood Commercial</b>	<p>Business development in this category shall be at a smaller scale, pedestrian-oriented where possible, and serve the needs of the more suburban residential area. Included in this category are specialty shops, professional and business offices, restaurants, and small merchandise and food stores. These businesses should not add significant amounts of traffic on state arterials or city streets. Residential uses may be allowed in this classification as part of mixed-use developments, consistent with adopted development standards.</p>	<div data-bbox="2277 68 2481 131" style="border: 1px solid black; padding: 2px;">Section 5, Item B.</div> DN
<b>Corridor Commercial</b>	<p>Commercial development in this category shall include a mix of commercial development, including the type of development which currently exists along the Ballinger Way and Bothell Way corridors. Corridor commercial areas shall be sited to take advantage of transit facilities and be compatible with surrounding land use designations and environmentally sensitive areas. New development or redevelopment of these commercial areas shall strive for a clustered retail and pedestrian-friendly design as opposed to strip or lineal development. Residential uses may be allowed in this classification as part of mixed-use developments, consistent with adopted development standards.</p>	CC SG-C SG-T

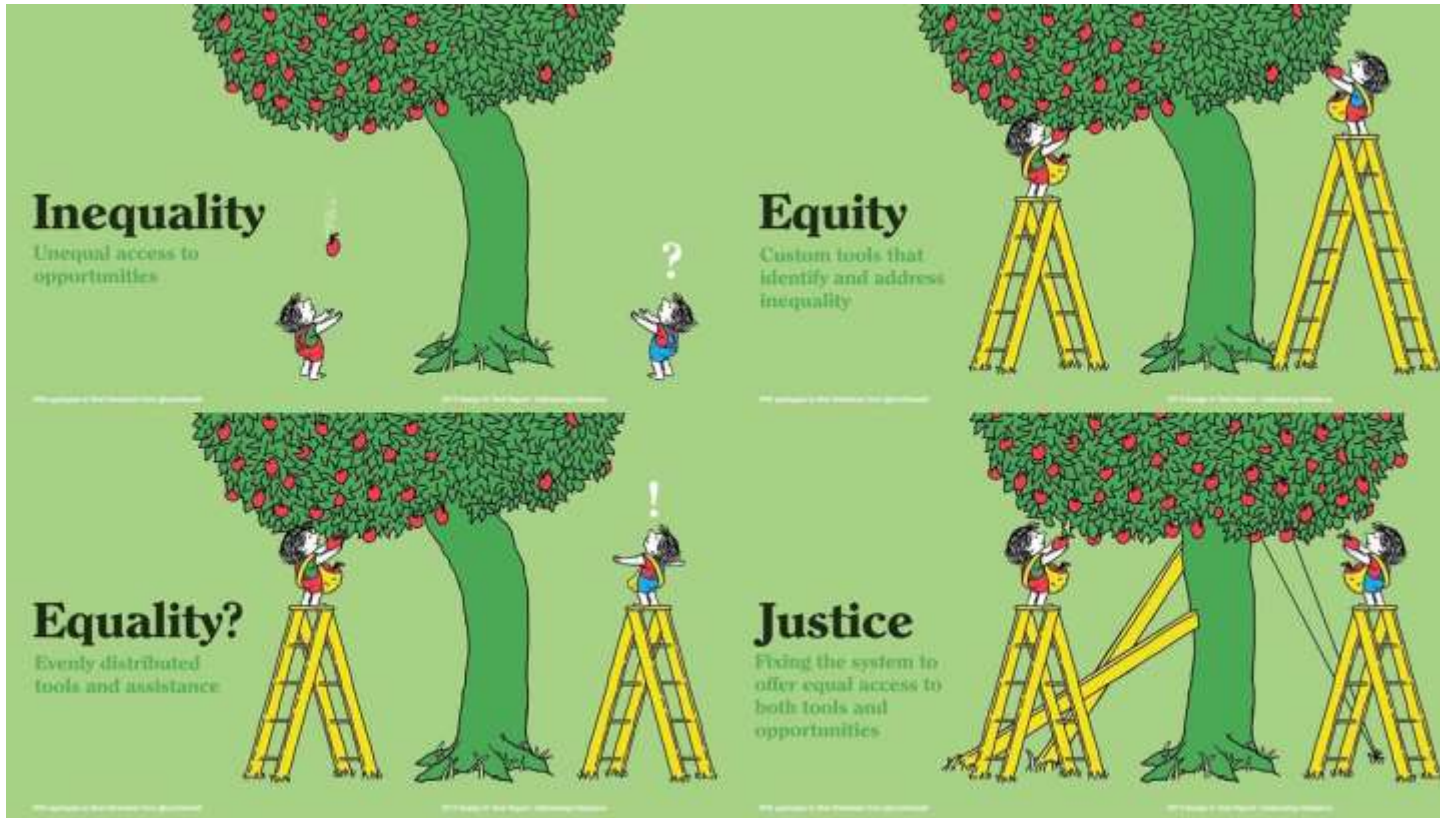
# Equity vs. Justice

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Efforts around righting past wrong is evolving

Many options for keywords and terms

Pivot toward justice?



# Equity Primer

Equity-forward language is emphasized in GMA, PSRC Vision 2050, and King County CPPs.

**Equality** means each individual or group of people is given the same resources or opportunities.

**Equity** considers the specific needs or circumstances of a person or group and provides the resources needed to be successful.

# Parks Planning

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Discuss LFP approach to planning for and providing open space and recreational facilities:

**Can we develop a passive vs. active target proportion for our city parks?**

YES – you can do this! Implementation considerations:

- What basis would you use for developing the passive/active split?
- How would you prioritize acquisition/expansion/improvements?

This may be best as an implementation action for updating the PROST Plan.

# Next Steps & Schedule

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# Next Steps

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**Incorporate all final text changes**

**Update maps**

**Update graphic elements**

**Final formatting adjustments**

## **Tentative Dates:**

- **11/27 or 12/5: Final draft for review**
- **12/2 or 12/12: Public Hearing**
- **12/12 or 12/16: Final action**



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date** November 14, 2024

**Originating Department** Finance Department

**Contact Person** Lindsey Vaughn, Finance Director

**Title** 2025-2026 Biennial Budget and related items

### Legislative History

- First Presentation - September 12, 2024 Mayor’s Preliminary 2025-2026 Biennial Budget
- Second Presentation – October 24, 2024 Public Hearing
- Third Presentation – November 7, 2024 Public Hearing
- Fourth Presentation – November 14, 2024 City Council Special Meeting

### Attachments:

1. Ordinance 24-1299 Adopting the 2025-2026 Biennial Budget and attachments
2. Ordinance 24-1300 Adopting the 2025 Property Tax Levy
3. Ordinance 24-1301 Adopting the 2025 General Taxes
4. Resolution 24-1980 Adopting the 2025 and 2026 Sewer Rates
5. Resolution 24-1981 Adopting the 2025 Surface Water Rate
6. Resolution 24-1982 Adopting the 2025 User Fees
7. Ordinance 24-1304 Adopting a new Solid Waste Utility Tax
8. Ordinance 24-1305 Amending Chapter 3.19 of LFPMP Sewer and Surface Water Utility Tax

**Executive Summary**

The Mayor’s Preliminary 2025-2026 Biennial Budget is balanced as required by law. Balancing the 2025-2025 biennial budget has only been possible through proposed increases to certain utility rates, the use of unallocated fund balance, and utilization of the 2024 anticipated ending fund balance, also commonly referred to as the City’s unallocated ending fund balance.

In the previous biennial budgeting process, the City Council took commendable steps to close the gap between general fund expenditures and revenues. The Council’s approval of a forward-thinking investment policy has also resulted in additional interest income across all funds. Regrettably, all that good and difficult work was quickly negated by inflation, significant increases in jail and dispatch expenditures, and increases in necessary consultant services.

The City is proposing to use unallocated fund balance in the general fund to balance the budget, and forecast projections show future year expenditures drastically outpacing revenues, as we have been discussing for over five years. The City Council has begun exploring potential new sources of revenue due to the limitations of the 1% cap on property tax revenues which will generate \$34,736 in new revenue for 2025.

Property Tax Increase for 2025:

The preliminary budget does include increasing the allowable levy limit by the 1% which equates to \$34,736 for 2025. Although the City approves a biennial budget the property taxes must be approved by Council on an annual basis.

See the table below for the financial makeup to match the ordinances presented in the packet.

2024 Regular Property Tax Levy	\$3,473,591
Limit Factor 1%	\$34,736
<b>Subtotal</b>	<b>\$3,508,327</b>
<u>New Construction</u>	<u>\$25,263</u>
Re-levy prior year refunds	\$5,861
<b>Subtotal</b>	<b>\$3,508,327</b>
<u>Estimate high due to preliminary numbers</u>	<u>\$200,000</u>
<b>Estimated 2025 Property Tax Levy</b>	<b>\$3,739,451</b>

Utility Tax Solid Waste, Sewer, and Surface Water:

The City is currently evaluating additional revenue options. A new solid waste utility tax has been discussed at multiple special meetings with the intent to first offset the general fund deficit and secondly provide an ongoing revenue source to fund a full time Climate Project Coordinator position. The details for the solid waste excise utility tax would be adopted through Ordinance 24-1304, Amending Chapter 3.18 of the LFPMC. The following table is an annual estimate from Republic Services:

<b>Solid Waste Utility Tax*</b>	<b>5%</b>	<b>6%</b>	<b>7%</b>	<b>8%</b>	<b>9%</b>	<b>10%</b>
	\$ 128,450.00	\$ 154,140.00	\$ 179,830.00	\$ 205,520.00	\$ 231,210.00	\$ 256,900.00

\*Source: Republic Services ESTIMATED

During past special meetings, Council has discussed implementing an increase in the sewer and surface water utility tax rate from its current 6% to 10%.

**Sewer Rate Increases 2025 and 2026**

King County’s sewer charges will be increased by 5.75% in 2025 and 7% in 2026, which equals a \$3.17 monthly increase in 2025 and a \$4.08 monthly increase in 2026 to the City of Lake Forest Park residents that will have to be passed through as a rate increase. The rate increase will go into effect on January 1, 2025, and January 1, 2026, as stated in Resolution 24-1980.

The City has also included a rate increase of 5% for 2025 and 2026 based on a 2004 rate study that will go into effect on January 1, 2025, and January 1, 2026. That will increase the sewer rate by \$1.07 per month for 2025 and \$1.12 per month for 2026. Both rate increases, totaling \$4.24 for 2025 and \$5.20 for 2026, are included in the 2025-2026 biennial budget. Sewer utility rates increases are also shown on the 2025 User Fee Schedule.

See the sewer rate increases in the table below:

<b>Sewer Monthly Service Monthly Residential Rates</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
King County	52.11	55.11	58.28	62.36
City	20.77	21.39	22.46	23.58
	<b>\$ 72.88</b>	<b>\$ 76.50</b>	<b>\$ 80.74</b>	<b>\$ 85.94</b>
Monthly Increase:	\$ 3.45	\$ 3.62	\$ 4.24	\$ 5.20
Total Increase	5.0%	5.0%	5.5%	6.4%
County Portion	5.75%	5.75%	5.75%	7.00%
City Portion	3.0%	3.0%	5.0%	5.0%
Utility Tax 6%	\$ 77.25	\$ 81.09	\$ 85.58	\$ 91.10
<b>Sewer Monthly Service Commercial &amp; Multi-Family</b>				
	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
King County	\$ 6.57	\$ 6.95	\$ 7.35	\$ 7.87
City	\$ 4.20	\$ 4.33	\$ 4.55	\$ 4.77
	10.78	11.28	11.90	12.64
Monthly Increase:	\$ 0.48	\$ 0.50	\$ 0.62	\$ 0.74
% Increase:	4.7%	4.7%	5.5%	6.2%
Utility Tax 6%	\$ 11.42	\$ 11.96	\$ 12.61	\$ 13.40

**Surface Water Rate Increases 2025 and 2026**

To address the ongoing maintenance and operations costs associated with the City’s surface water infrastructure, the 2025-2026 budget includes a 15% increase in surface water rates, which equals a \$3.39 monthly increase in 2025 and a \$3.89 increase for the City of Lake Forest Park residents in 2026. Five percent of that increase is dedicated to an NPDES Project Manager position that is being proposed due to increasing federal stormwater requirements and operational demands.

The table below shows the annual amount that will be charged for Surface Water on property taxes within the City limits. Surface Water utility rate increases are shown on the 2025 User Fee Schedule.

<b>Surface Water</b>				
Class	Class Description	Type	2025 Rate	2026 Rate
1	single family residential	house	\$ 311.49	\$ 358.21
2	very light (0-10 IA)	commercial unit	\$ 311.49	\$ 358.21
3	light (10-20% IA)	commercial unit	\$ 748.70	\$ 861.00
4	moderate (20-45% IA)	commercial unit	\$ 1,505.76	\$ 1,731.62
5	moderately heavy (45-65% IA)	commercial unit	\$ 2,907.62	\$ 3,343.77
6	heavy (65-85% IA)	commercial unit	\$ 3,686.40	\$ 4,239.36
7	very heavy (85-100% IA)	commercial unit	\$ 4,828.71	\$ 5,553.02

**2025 User Fee Schedule:**

In addition to the annual proposed rate increases in sewer and surface water, the City is proposing to keep up with the increasing cost of the building fees. Prior to the Building Official’s recent retirement, he explained that costs were increasing minimally at 1.8%, and the City is proposing to keep up with those increasing costs with a pass through. An additional proposal is to increase the administration fee from \$120 to \$145 per hour to keep up with increasing wages and benefit. This adjustment is based on a previously completed detailed evaluation done to make sure the City continues covering its direct costs.

**Background**

The City adopts a biennial budget every other year in even-numbered years. The budget process begins with the Mayor proposing a budget, followed by City Council deliberations on the Mayor’s proposal and public hearings. The City Council can make any changes that it desires to the Mayor’s proposal and when the City Council has a budget that it is satisfied with, then the City Council moves to adopt the budget. The budget ordinance will be the result of this process. The budget must be adopted by December 31 to ensure the continuity of city services.

The currently proposed budget will continue existing levels of service for all city services. The Mayor’s Preliminary 2025-2026 Biennial Budget and video recordings of the Budget and Finance Committee budget deliberations are all posted and available on the City’s website.

**Fiscal & Policy Implications**

The proposed 2025-2026 budget ordinance will provide funding for city services through December 31, 2026. The proposed budget is balanced using an unallocated ending fund balance to supplement where ongoing revenues lag ongoing expenditures and maintain reserves in accordance with the City’s adopted financial policy.

**Staff Recommendation**

Continued discussion of the proposed 2025-2026 biennial budget and related items.

**ORDINANCE NO. 24-1299**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING THE BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2025-2026, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

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**WHEREAS**, State law, Chapter 35A.34 RCW provides for the biennial adoption of the City of Lake Forest Park’s budget and provides procedures for the filing of the proposed budget, deliberations, public hearings, and final fixing of the budget; and

**WHEREAS**, a budget for fiscal years 2025-2026 has been prepared and filed, public hearings have been held for the purpose of fixing the final budget, and the City Council has deliberated and has made adjustments and changes deemed necessary and proper; and

**WHEREAS**, the budget maintains levels of service for most City services and makes strategic investments in areas aligned with the City Council’s strategic plan goal areas; and

**WHEREAS**, the City is required by RCW 35A.34.120 to include all revenues and expenditures for each fund in the adopted budget; and

**WHEREAS**, the budget is balanced per City Policy.

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

Section 1. ADOPTING THE BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2025-2026. The City Council adopts the budget for the City of Lake Forest Park for the period January 1, 2025 through December 31, 2026 as determined in the 2025-2026 Mayor’s Preliminary Budget and as amended by the City Council (the “Budget”).

Section 2. SUMMARY OF REVENUES AND EXPENDITURES. The Budget sets forth totals of estimated revenues and expenditures of each separate fund, and the aggregate totals for all such funds as summarized below:

<u>Fund No.</u>	<u>Fund</u>	<u>Projected Beginning Fund Balance 1/1/2025</u>	<u>2025-2026 Revenue</u>	<u>2025-2026 Expenditure</u>	<u>Projected Ending Fund Balance 12/31/2026</u>
001	General	\$9,912,822	\$ 26,110,787	\$ 26,992,986	\$ 9,030,622
002	Traffic Safety *New*	\$279,000	\$ 8,000,000	\$ 3,360,500	\$ 4,918,500
101	Street	\$753,265	\$ 1,409,893	\$ 2,048,751	\$ 114,407
102	Council Contingency	\$794,932	\$ 44,000	\$ -	\$ 838,932
104	Transportation Benefit Dist.	\$1,273,919	\$ 1,515,328	\$ 804,809	\$ 1,984,438
105	Budget Stabilization	\$346,602	\$ 18,500	\$ -	\$ 365,102
106	Strategic Opportunity Fund	\$982,898	\$ 554,500	\$ 530,000	\$ 1,007,398
301	Capital Improvement	\$1,107,862	\$ 1,368,000	\$ 951,431	\$ 1,524,431
302	Transportation Capital	\$2,329,099	\$ 7,562,393	\$ 8,720,311	\$ 1,171,181
303	Capital Facilities Maintenance	\$1,206,050	\$ 309,000	\$ 945,000	\$ 570,050
401	Sewer Utility	\$986,077	\$ 8,948,058	\$ 8,901,291	\$ 1,032,844
402	Sewer Capital	\$4,033,000	\$ 451,000	\$ 3,074,000	\$ 1,410,000
403	Surface Water Utility	\$966,053	\$ 3,813,071	\$ 3,838,615	\$ 940,508
404	Surface Water Capital	\$454,234	\$ 3,640,000	\$ 3,160,000	\$ 934,234
406	Sewer Bond Reserve	\$115,858	\$ 6,000	\$ -	\$ 121,858
407	PW Trust Fund Repayment	\$653,930	\$ 308,500	\$ 242,805	\$ 719,625
501	Vehicle & Equip. Replacement	\$1,685,558	\$ 972,562	\$ 356,105	\$ 2,302,015
502	Information Technology Fund	\$390,711	\$ 450,198	\$ 393,500	\$ 447,409

Section 3. SALARY SCHEDULES FOR 2025 AND 2026. The salary schedule and full-time employee authorization request submitted to the City Council by the Administration with the Budget is attached in Exhibit A.

Section 4. PROVISIO. The Administration, Mayor, and City Council worked together to create the attached proviso in Exhibit B. The proviso shown in Exhibit B will be revisited as part of the Budget Amendment and Mid-Biennial Budget Amendment Process.

Section 5. COPIES OF THE BUDGET TO BE FILED. The City Clerk is directed to transmit a complete copy of the Budget as adopted to the Office of the State Auditor and to the Association of Washington Cities as required by RCW 35A.34.120.

Section 6. 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 7. 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 8. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

**APPROVED BY A MAJORITY** of the Lake Forest Park City Council this \_\_\_\_ day of November, 2024.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

Introduced: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_



## 2025 Preliminary Budgeted Positions and Salary Schedule

*Amounts on this schedule are monthly*

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Legislative</b>							
Councilmembers	7						\$ 800.00
<b>Executive</b>							
Mayor	0.5						\$ 3,000.00
City Administrator	1						\$ 18,579.10
Human Resources Director	1	\$ 11,140.88	\$ 11,883.58	\$ 12,626.24	\$ 13,369.02	\$ 14,111.77	\$ 14,854.50
Human Resources Specialist	0	\$ 6,303.60	\$ 6,697.58	\$ 7,090.06	\$ 7,485.68	\$ 7,879.99	\$ 8,296.11
	<b>2.5</b>						
<b>Judicial</b>							
Municipal Court Judge	0.6					\$ 10,866.85	\$ 11,232.10
Court Administrator	1	\$ 7,971.28	\$ 8,502.80	\$ 9,034.31	\$ 9,565.82	\$ 10,097.32	\$ 10,628.87
Court Clerk	4.5*	\$ 4,759.86	\$ 5,077.86	\$ 5,393.83	\$ 5,711.83	\$ 6,027.79	\$ 6,345.80
Probation Officer	0.2	\$ 6,635.47	\$ 7,078.72	\$ 7,521.98	\$ 7,963.01	\$ 8,406.26	\$ 8,847.40
Pro-tem Judge		\$65 per hour					
	<b>6.3</b>						
<b>Municipal Services Department</b>							
City Clerk	1	\$ 7,956.46	\$ 8,485.86	\$ 9,016.65	\$ 9,547.66	\$ 10,078.26	\$ 10,607.67
Deputy City Clerk	1	\$ 6,148.50	\$ 6,558.27	\$ 6,970.06	\$ 7,379.82	\$ 7,789.59	\$ 8,199.36
Public Records Specialist	0.85	\$ 5,738.09	\$ 6,118.48	\$ 6,502.66	\$ 6,883.68	\$ 7,267.22	\$ 7,648.25
Administrative Specialist	1	\$ 5,388.93	\$ 5,750.96	\$ 6,110.56	\$ 6,467.70	\$ 6,827.28	\$ 7,186.88
Passport Acceptance Agent	1.5	\$ 4,526.53	\$ 4,827.07	\$ 5,127.62	\$ 5,430.46	\$ 5,733.29	\$ 6,033.47
	<b>5.35</b>						
<b>Finance/Info. Systems Department</b>							
Finance Director	1	\$ 11,887.24	\$ 12,679.62	\$ 13,472.15	\$ 14,264.67	\$ 15,057.18	\$ 15,848.42
Information Systems Manager	1	\$ 9,305.44	\$ 9,925.76	\$ 10,546.17	\$ 11,166.57	\$ 11,786.88	\$ 12,407.29
Accounting Supervisor	1	\$ 7,933.26	\$ 8,462.19	\$ 8,991.09	\$ 9,519.97	\$ 10,048.86	\$ 10,577.75
Finance Specialist	2	\$ 5,363.28	\$ 5,718.17	\$ 6,074.25	\$ 6,432.23	\$ 6,790.20	\$ 7,148.18
Accounting Clerk	0.6	\$ 4,876.43	\$ 5,202.80	\$ 5,527.05	\$ 5,853.41	\$ 6,177.66	\$ 6,501.91
	<b>5.6</b>						
<b>Community Development: Planning &amp; Building Department</b>							
Community Development Director	1	\$ 11,598.08	\$ 12,370.98	\$ 13,143.87	\$ 13,918.33	\$ 14,691.21	\$ 15,464.11
Senior Planner	1	\$ 7,592.62	\$ 8,099.08	\$ 8,603.41	\$ 9,112.00	\$ 9,616.33	\$ 10,122.79
Associate Planner	0	\$ 6,644.92	\$ 7,088.26	\$ 7,531.61	\$ 7,974.18	\$ 8,416.91	\$ 8,859.91
Assistant Planner	1	\$ 5,924.44	\$ 6,319.11	\$ 6,713.78	\$ 7,108.45	\$ 7,503.11	\$ 7,897.78
Community Programs Planner	1	\$ 6,644.92	\$ 7,088.26	\$ 7,531.61	\$ 7,974.18	\$ 8,416.91	\$ 8,859.91
Urban Forest Planner	0.75	\$ 7,521.66	\$ 8,023.39	\$ 8,523.01	\$ 9,026.84	\$ 9,526.46	\$ 10,028.18
Building Official	1	\$ 8,745.91	\$ 9,328.94	\$ 9,912.00	\$ 10,495.06	\$ 11,078.13	\$ 11,661.18
Permit Coordinator	0.8	\$ 5,644.06	\$ 6,020.06	\$ 6,396.28	\$ 6,772.41	\$ 7,148.52	\$ 7,524.63
Permit Technician	0	\$ 5,107.74	\$ 5,448.12	\$ 5,788.49	\$ 6,128.87	\$ 6,469.25	\$ 6,809.62
	<b>6.55</b>						
<b>Emergency Management</b>							
Emergency Manager	1	\$ 8,568.62	\$ 8,802.31	\$ 9,035.99	\$ 9,269.69	\$ 9,503.38	\$ 10,776.97
	<b>1</b>						

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Police Department</b>							
Police Chief	1					\$ 16,371.51	\$ 17,026.37
Commander	2	\$ 8,565.68	\$ 9,137.88	\$ 9,707.75	\$ 10,278.74	\$ 10,849.82	\$ 12,255.07
Sergeant 2	4						\$ 9,759.35
Sergeant 1	0						\$ 9,272.39
Police Officer	9	\$ 6,601.32	\$ 7,123.68	\$ 7,690.68	\$ 8,248.85		
Detective	2	\$ 7,261.56	\$ 7,836.04	\$ 8,459.74	\$ 9,073.84		
Traffic Officer	2*	\$ 6,931.44	\$ 7,479.86	\$ 8,075.21	\$ 8,661.34		
K-9 Officer	1	\$ 6,931.44	\$ 7,479.86	\$ 8,075.21	\$ 8,661.34		
Support Services Officer	2*	\$ 5,245.56	\$ 5,620.97	\$ 5,994.14	\$ 6,378.45		
Records Specialist	2	\$ 5,061.77	\$ 5,241.20	\$ 5,421.57	\$ 5,598.69	\$ 5,776.92	\$ 5,957.38
Domestic Violence Advocate	0.35	\$ 6,140.51	\$ 6,550.99	\$ 6,959.08	\$ 7,369.56	\$ 7,777.65	\$ 8,188.14
	<b>25.35</b>						

<b>Public Works Department</b>							
Public Works Director	1	\$ 12,975.63	\$ 13,364.09	\$ 14,200.46	\$ 15,035.21	\$ 15,869.80	\$ 16,706.34
Senior Project Manager	1*	\$ 8,881.47	\$ 9,369.33	\$ 9,954.76	\$ 10,540.68	\$ 11,126.49	\$ 11,712.28
Project Manager	2	\$ 7,701.89	\$ 8,213.56	\$ 8,727.47	\$ 9,241.37	\$ 9,755.28	\$ 10,266.96
Public Works Superintendent	1	\$ 6,871.66	\$ 7,330.60	\$ 7,788.16	\$ 8,245.72	\$ 8,704.66	\$ 9,895.19
PW Admin. Assistant	0.5	\$ 5,107.74	\$ 5,448.12	\$ 5,788.49	\$ 6,128.87	\$ 6,469.25	\$ 6,809.62
Lead Maintenance Worker	1	\$ 6,450.03	\$ 6,677.67	\$ 6,905.34	\$ 7,132.97	\$ 7,360.63	\$ 7,588.28
Maintenance Worker	5	\$ 6,000.04	\$ 6,211.80	\$ 6,423.57	\$ 6,635.31	\$ 6,847.09	\$ 7,058.87
Seasonal Maintenance Worker (Hourly)	2	\$ 23.35	\$ 24.81	\$ 26.26	\$ 27.73	\$ 29.18	\$ 31.13
	<b>13.5</b>						

**Total Positions in Preliminary Budget 66.15**

- New Position
- Updated Title
- Union Negotiations in Progress
- Dependent upon Union Negotiations

\* Fully/Partially funded by traffic safety fund (002)

## 2026 Preliminary Budgeted Positions and Salary Schedule

Amounts on this schedule are monthly

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Legislative</b>							
Councilmembers	7						\$ 800.00
<b>Executive</b>							
Mayor	0.5						\$ 3,000.00
City Administrator	1						\$ 19,136.47
Human Resources Director	1	\$ 11,475.10	\$ 12,240.09	\$ 13,005.03	\$ 13,770.09	\$ 14,535.13	\$ 15,300.14
Human Resources Specialist	0	\$ 6,492.71	\$ 6,898.50	\$ 7,302.76	\$ 7,710.25	\$ 8,116.39	\$ 8,545.00
	<b>2.5</b>						
<b>Judicial</b>							
Municipal Court Judge	0.6					\$ 11,232.10	\$ 11,571.35
Court Administrator	1	\$ 8,210.42	\$ 8,757.88	\$ 9,305.34	\$ 9,852.79	\$ 10,400.24	\$ 10,947.74
Court Clerk	4.5*	\$ 4,902.66	\$ 5,230.20	\$ 5,555.64	\$ 5,883.18	\$ 6,208.63	\$ 6,536.17
Probation Officer	0.2	\$ 6,834.54	\$ 7,291.08	\$ 7,747.64	\$ 8,201.90	\$ 8,658.45	\$ 9,112.82
Pro-tem Judge		\$65 per hour					
	<b>6.3</b>						
<b>Municipal Services Department</b>							
City Clerk	1	\$ 8,195.15	\$ 8,740.44	\$ 9,287.15	\$ 9,834.09	\$ 10,380.61	\$ 10,925.90
Deputy City Clerk	1	\$ 6,332.95	\$ 6,755.01	\$ 7,179.16	\$ 7,601.22	\$ 8,023.28	\$ 8,445.34
Public Records Specialist	0.85	\$ 5,910.23	\$ 6,302.03	\$ 6,697.73	\$ 7,090.19	\$ 7,485.24	\$ 7,877.70
Administrative Specialist	1	\$ 5,550.60	\$ 5,923.49	\$ 6,293.87	\$ 6,661.73	\$ 7,032.10	\$ 7,402.48
Passport Acceptance Agent	1.5	\$ 4,662.33	\$ 4,971.89	\$ 5,281.44	\$ 5,593.37	\$ 5,905.29	\$ 6,214.47
	<b>5.35</b>						
<b>Finance/Info. Systems Department</b>							
Finance Director	1	\$ 12,243.86	\$ 13,060.01	\$ 13,876.31	\$ 14,692.61	\$ 15,508.89	\$ 16,323.87
Information Systems Manager	1	\$ 9,584.60	\$ 10,223.53	\$ 10,862.56	\$ 11,501.56	\$ 12,140.49	\$ 12,779.51
Accounting Supervisor	1	\$ 8,171.26	\$ 8,716.06	\$ 9,260.82	\$ 9,805.57	\$ 10,350.33	\$ 10,895.08
Finance Specialist	2	\$ 5,524.18	\$ 5,889.71	\$ 6,256.48	\$ 6,625.19	\$ 6,993.91	\$ 7,362.62
Accounting Clerk	0.6	\$ 5,022.73	\$ 5,358.89	\$ 5,692.87	\$ 6,029.01	\$ 6,362.99	\$ 6,696.97
	<b>5.6</b>						
<b>Community Development: Planning &amp; Building Department</b>							
Community Development Director	1	\$ 11,946.02	\$ 12,742.10	\$ 13,538.19	\$ 14,335.88	\$ 15,131.95	\$ 15,928.03
Senior Planner	1	\$ 7,820.40	\$ 8,342.05	\$ 8,861.52	\$ 9,385.36	\$ 9,904.82	\$ 10,426.47
Associate Planner	0	\$ 6,844.27	\$ 7,300.91	\$ 7,757.56	\$ 8,213.40	\$ 8,669.42	\$ 9,125.70
Assistant Planner	1	\$ 6,102.17	\$ 6,508.68	\$ 6,915.19	\$ 7,321.70	\$ 7,728.21	\$ 8,134.72
Community Programs Planner	1	\$ 6,844.27	\$ 7,300.91	\$ 7,757.56	\$ 8,213.40	\$ 8,669.42	\$ 9,125.70
Urban Forest Planner	0.75	\$ 7,747.31	\$ 8,264.09	\$ 8,778.70	\$ 9,297.64	\$ 9,812.25	\$ 10,329.03
Building Official	1	\$ 9,008.28	\$ 9,608.81	\$ 10,209.37	\$ 10,809.91	\$ 11,410.47	\$ 12,011.02
Permit Coordinator	0.8	\$ 5,813.38	\$ 6,200.66	\$ 6,588.17	\$ 6,975.58	\$ 7,362.98	\$ 7,750.37
Permit Technician	0	\$ 5,260.97	\$ 5,611.56	\$ 5,962.15	\$ 6,312.74	\$ 6,663.33	\$ 7,013.91
	<b>6.55</b>						
<b>Emergency Management</b>							
Emergency Manager	1	\$ 8,825.68	\$ 9,066.38	\$ 9,307.07	\$ 9,547.78	\$ 9,788.48	\$ 11,100.28
	<b>1</b>						

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Police Department</b>							
Police Chief	1						\$ 17,537.16
Commander	2	\$ 8,565.68	\$ 9,137.88	\$ 9,707.75	\$ 10,278.74	\$ 10,849.82	\$ 12,255.07
Sergeant 2	4						\$ 9,759.35
Sergeant 1	0						\$ 9,272.39
Police Officer	9	\$ 6,601.32	\$ 7,123.68	\$ 7,690.68	\$ 8,248.85		
Detective	2	\$ 7,261.56	\$ 7,836.04	\$ 8,459.74	\$ 9,073.84		
Traffic Officer	2*	\$ 6,931.44	\$ 7,479.86	\$ 8,075.21	\$ 8,661.34		
K-9 Officer	1	\$ 6,931.44	\$ 7,479.86	\$ 8,075.21	\$ 8,661.34		
Support Services Officer	2*	\$ 5,245.56	\$ 5,620.97	\$ 5,994.14	\$ 6,378.45		
Records Specialist	2	\$ 5,061.77	\$ 5,241.20	\$ 5,421.57	\$ 5,598.69	\$ 5,776.92	\$ 5,957.38
Domestic Violence Advocate	0.35	\$ 6,324.73	\$ 6,747.51	\$ 7,167.85	\$ 7,590.64	\$ 8,010.98	\$ 8,433.78
	<b>25.35</b>						
<b>Public Works Department</b>							
Public Works Director	1	\$ 13,364.90	\$ 13,765.01	\$ 14,626.47	\$ 15,486.27	\$ 16,345.89	\$ 17,207.53
Senior Project Manager	1	\$ 9,147.92	\$ 9,650.41	\$ 10,253.41	\$ 10,856.90	\$ 11,460.29	\$ 12,063.65
Project Manager	2*	\$ 7,932.95	\$ 8,459.97	\$ 8,989.29	\$ 9,518.62	\$ 10,047.94	\$ 10,574.97
Public Works Superintendent	1	\$ 7,077.81	\$ 7,550.52	\$ 8,021.81	\$ 8,493.09	\$ 8,965.80	\$ 10,192.05
PW Admin. Assistant	0.5	\$ 5,260.97	\$ 5,611.56	\$ 5,962.15	\$ 6,312.74	\$ 6,663.33	\$ 7,013.91
Lead Maintenance Worker	1	\$ 6,450.03	\$ 6,677.67	\$ 6,905.34	\$ 7,132.97	\$ 7,360.63	\$ 7,588.28
Maintenance Worker	5	\$ 6,000.04	\$ 6,211.80	\$ 6,423.57	\$ 6,635.31	\$ 6,847.09	\$ 7,058.87
Seasonal Maintenance Worker (Hourly)	2	\$ 24.05	\$ 25.55	\$ 27.05	\$ 28.56	\$ 30.06	\$ 32.06
	<b>13.5</b>						
<b>Total Positions in Preliminary Budget</b>	<b>66.15</b>						

- New Position
- Updated Title
- Union Negotiations in Progress
- Dependent upon Union Negotiations

\* Fully/Partially funded by traffic safety fund (002)

**Climate Coordinator**

Given:

1. Residents have made **and continue to make** significant public comment about the need for a city official to be responsible for meeting the city’s environmental goals outlined in the recently accepted Climate Action Plan.
2. There is not a source of funding in the currently proposed budget for such a position.

Then the city council resolves to fund such a position contingent on:

1. The City Council proposes and passes a utility tax on solid waste disposal; and
2. New revenue sources alleviate the general fund deficit, and sufficient solid waste utility tax funds accrue to cover the personnel and incidental costs, **with the intention that this official be hired in or by December 2025.**
3. **A portion of this tax revenue continuing to be directed to the General Fund (001) with the intention of reducing the General Fund deficit.**

**Court Staff**

Given:

1. Resulting from increased traffic speed cameras there is potential need for increased staffing in the Municipal Court.
2. The city’s general fund cannot support additional personnel.

Then the city council resolves to fund such position(s) contingent on:

1. - 0.5 additional staff (1,900 – 3,500 tickets per month).  
- 0.5 - 1.0 additional staff (3,501 – 5,000 tickets per month).  
- 0.5 – 1.0 additional staff (5,001 – 6,500 tickets per month)
2. Associated traffic speed camera revenues are sufficient to cover operational costs and requested staff.

**PD Traffic Camera Reviewer**

Given:

1. Resulting from increased traffic speed cameras there is potential need for increased staffing in the Police Department.
2. The city’s general fund cannot support additional personnel.

Then the city council resolves to fund such position contingent on:

1. -0.5 – 1.0 additional staff (5,001 – 6,500 tickets per month)
2. Associated traffic speed camera revenues are sufficient to cover operational costs and requested staff.
3. The Police Guild authorizes the use of civilian personnel for infraction review.

**Recommended Budget Savings**

Given:

1. To address the \$1.5M shortfall per year of the upcoming biennium, council leadership and the administration propose the following budget cuts to the mayor’s proposed 2025-2026 biennial budget.
2. Then the city council resolves to evaluate each of these programs, based on merit, during the mid-biennial budget process, solely dependent on new sources of revenue coming to bear.

Proposed savings:

<b>Program</b>	<b>Biennial Value</b>
Fleet Funding Strategy	\$ 202,912.00
Human Resources support	\$ 247,000.00
City Council professional services	\$ 9,000.00
City Council travel & training	\$ 11,700.00
Mayor's reserve	\$ 7,500.00
Mailbox program	\$ 4,000.00
<b>Total value</b>	<b>\$ 482,112.00</b>

**ORDINANCE NO. 24-1300**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, LEVYING PROPERTY TAX FOR THE CALENDAR YEAR 2025 AS ALLOWED BY LAW, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

---

**WHEREAS**, the City Council of the City of Lake Forest Park has met and considered the budget for calendar years 2025-2026; and

**WHEREAS**, the City's actual levy amount from the previous year was \$3,473,591; and

**WHEREAS**, the population of the City is more than 10,000; and

**WHEREAS**, the City Council held a public hearing on November 7, 2024, pursuant to RCW 84.55.120 regarding consideration of possible increase in property tax revenues; and

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

Section 1. PROPERTY TAX LEVY. The City Council of the City of Lake Forest Park hereby authorizes that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2025 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$34,736, which is a percentage increase of 1 % from the previous year.

This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increases in the value of state assessed property, any annexations that have occurred and refunds made.

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 five (5) days after passage and publication.

**APPROVED BY A MAJORITY** of the Lake Forest Park City Council this \_\_\_\_ day of November 2024.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

Introduced:  
Adopted:  
Posted:  
Published:  
Effective:



**ORDINANCE NO. 24-1301**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, LEVYING THE GENERAL TAXES FOR THE CITY OF LAKE FOREST PARK IN KING COUNTY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2025, ON ALL PROPERTY, BOTH REAL AND PERSONAL IN SAID CITY THAT IS SUBJECT TO TAXATION FOR THE PURPOSE OF PROVIDING SUFFICIENT REVENUE TO CARRY ON THE SERVICES OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE ENSUING YEAR AS PROVIDED BY LAW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City Council of the City of Lake Forest Park has met and considered its budget for calendar year 2025; and

**WHEREAS**, the City Council held a public hearing on October 24, 2024, and November 7, 2024, to consider the City's 2024 Property Tax Levy pursuant to RCW 84.55.120; and

**WHEREAS**, King County requires the 2025 Property Tax Levies to be submitted by November 30, 2024; and

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

Section 1. REGULAR TAX LEVY. The preliminary assessed valuation of \$4,914,184,757 is adopted. A regular property tax for 2025 is hereby levied in the maximum amount of \$3,739,451, which includes an additional \$200,000 for any additional King County increases resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, any increases in the value of state assessed property, any annexations that have occurred and refunds made by King County. The final dollar amount of Property Taxes is determined by King County and reduced to the actual amount allowed.

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 five (5) days after passage and publication.

**APPROVED BY A MAJORITY** of the Lake Forest Park City Council this \_\_\_\_ day of November 2024.

APPROVED:

\_\_\_\_\_

Thomas French  
Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Matthew McLean  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Kim Adams Pratt  
City Attorney

- Introduced:
- Adopted:
- Posted:
- Published:
- Effective:

**RESOLUTION NO. 24-1980**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, SETTING THE SEWER UTILITY RATES FOR 2025 AND 2026**

---

**WHEREAS**, pursuant to Section 13.08.090 of the Lake Forest Park Municipal Code, the City Council establishes rates for sanitary sewer services by resolution; and

**WHEREAS**, the City of Lake Forest Park has a sewer rate structure where a portion of the rate is for King County treatment charges, and a portion is for the operation and maintenance of the City's sewer infrastructure; and

**WHEREAS**, in 2004, the City completed a study of the sewer rates for operation, maintenance, and for the long-term replacement of the sewer system infrastructure; and

**WHEREAS**, the study recommended that the City's portion of the sewer rates be increased and a portion of the revenue be set aside in a new fund for future capital replacement of the City's sewer system; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City to increase the City's portion of the sewer rates in 2025 and 2026, and to increase the City's sewer rate charge to account for the increase in the King County treatment charge; and

**WHEREAS**, the City's portion of the sewer rate will increase by 5% in 2025 and 5% in 2026 to keep up with costs that exceeded the previous biennium's rate increases of 3% due to the Teamsters union contract being approved during the biennium and ongoing expenditures increases; and

**WHEREAS**, King County is increasing its treatment charge by 5.75% in 2025 and 7% in 2026; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City to adopt the above rate increases and inform the ratepayers now of the increase in 2025 and 2026.

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

Section 1. Effective January 1, 2025, the following classification of sewer use and schedule of rates and charges for sanitary sewer service are adopted, for

properties located within the boundaries of the City of Lake Forest Park as now or hereafter determined:

Class No.	Description	Rate
I.	Residential (single-family and housing units with four or less residential units per building),	<del>\$76.50</del> \$80.74 per month per unit
II.	Multi-family Residential (housing units with five or more units per building)	<del>\$41.28</del> \$11.90 per hundred cubic feet (ccf) per month
III.	Commercial	<del>\$41.28</del> \$11.90 per hundred cubic feet (ccf) per month per unit of business

Section 2. Effective January 1, 2026, the following classification of sewer use and schedule of rates and charges for sanitary sewer service are adopted, for properties located within the boundaries of the City of Lake Forest Park as now or hereafter determined:

Class No.	Description	Rate
I.	Residential (single-family and housing units with four or less residential units per building),	<del>\$80.74</del> \$85.94 per month per unit
II.	Multi-family Residential (housing units with five or more units per building)	<del>\$41.90</del> \$12.64 per hundred cubic feet (ccf) per month
III.	Commercial	<del>\$41.90</del> \$12.64 per hundred cubic feet (ccf) per month per unit of business

Section 3. SEVERABILITY. Should any portion of this resolution, 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 resolution or its application to other persons or circumstances.

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

Section 5. EFFECTIVE DATE. This resolution shall take effect immediately after passage and publication.

**APPROVED BY A MAJORITY** of the Lake Forest Park City Council this \_\_\_\_ day of November, 2024.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1980

**RESOLUTION NO. 24-1981**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, SETTING THE SURFACE WATER UTILITY RATES FOR 2025**

---

**WHEREAS**, the City has reviewed the surface water utility revenue and operational expenditures that are needed to retain the current level-of-service standards for surface water management services, to continue compliance with the Endangered Species Act and other unfunded mandates, to continue with best management practices, to continue to develop the City’s surface water management program, and to address the capital repair and improvement of the City’s surface water management systems; and

**WHEREAS**, the City has determined that the annual surface water utility fees should be increased by fifteen percent (15.0%) in order to retain and improve upon the current level-of-service standards for surface water management services; and

**WHEREAS**, five percent (5%) of the increase is specifically dedicated to fund a NPDES employee to assist the City in meeting the federal surface water requirements, and to set aside annual amounts; and

**WHEREAS**, any additional funds will support long-term capital improvement needs of the City’s surface water infrastructure.

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

Section 1. SURFACE WATER UTILITY RATES. The City hereby sets the surface water utility rates according to the fee schedule attached hereto as Exhibit A, to be effective on January 1, 2025, and to remain in effect until revised by future Council action.

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 November, 2024.

APPROVED:

---

Tom French  
Mayor

ATTEST/AUTHENTICATED:

---

Matt McLean  
City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1981

Exhibit A

<b>Surface Water</b>			
<b>Class</b>	<b>Class Description</b>	<b>Type</b>	<b>2025 Rate</b>
1	single family residential	house	\$ 311.49
2	very light (0-10 IA)	commercial unit	\$ 311.49
3	light (10-20% IA)	commercial unit	\$ 748.70
4	moderate (20-45% IA)	commercial unit	\$ 1,505.76
5	moderately heavy (45-65% IA)	commercial unit	\$ 2,907.62
6	heavy (65-85% IA)	commercial unit	\$ 3,686.40
7	very heavy (85-100% IA)	commercial unit	\$ 4,828.71



**RESOLUTION NO. 24-1982**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ESTABLISHING 2025 USER FEES FOR PERMITS AND SERVICES**

---

**WHEREAS**, the City Council of the City of Lake Forest Park has determined that establishing fees for various services, applications, and permits by resolution allows for the centralization of such fees and charges; and

**WHEREAS**, the City Council has determined that the annual review and adjustment of some of the fees for City services, applications, and permits are appropriate to aid in the cost recovery of providing services; and

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park approves the fee schedule attached as Exhibit A, which shall remain in effect until revised by future Council action.

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.

Section 3. EFFECTIVE DATE. This fee schedule in this Resolution shall go into effect on January 1, 2025.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this **x<sup>th</sup>** day of November, 2024.

APPROVED:

---

Tom French  
Mayor

ATTEST/AUTHENTICATED:

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Matt McLean  
City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1982

## 2025 User Fee Schedule

	Fees
<b>Licensing &amp; Permits</b>	
Adult Cabaret License Application	\$ 1,500
Adult Cabaret Manager License	250
Adult Cabaret Entertainer License	200
Business License, Calendar Year (Non-refundable)	
Business located in the City	40
Business located outside of the City	80
Coin operated Amusement Devices	60
Initiative Filing	250
Referendum Filing	250
(to be refunded if the ordinance is overturned)	
Open House Sign Removal Fee	25
Outdoor Promotion Permit	50
Secondhand Dealer Permit	70
Solicitor Permit	100
<b>Services</b>	
Returned Payment Fee	40
Fingerprinting	20
False Alarm Fines	
1st offense	52
2nd offense	103
Notary services (per notarial certificate)	<del>10</del> 15
Personal Floatation Device Fine	25-50
<b>Pet License Fees</b>	
Altered	30
Unaltered	60
Juvenile Pet	15
Senior Citizen	15
Replacement tag	5
Transfer Fee	3
Service Animal	0
<b>Passport Fees</b>	
City Processing Fee	35
City Photo Fee	20
<b>Photocopies, Records / Reports</b>	
Accident Reports (non-participants)	10
Certified Copies	10

## 2025 User Fee Schedule

	Fees
Photocopy of paper records, or printed copies of electronic records (per page)	0.15
Electronic copy of scanned paper records (per page)	0.10
Duplication of <i>Audio Recording</i>	10
Audio/Video Disc	10
Sending of electronic files	0.10/GB
Copies requiring outside copy services	At Cost
Body worn camera recordings/footage	0.60/minute of staff review
Credit Card Transaction Fee <sup>1</sup> - whichever is greater	1.95 or 2.95%

<sup>1</sup>The credit card transaction fee is charged for payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.

### Municipal Court

*Municipal Court fees are set by the Court based on the actual costs incurred, subject to a maximum set by State statute. The Municipal Court may adjust the court fees from time to time to correlate to actual costs incurred and/or changes in State law concerning the maximum fee that may be charged.*

### Sanitary Sewer

Copy of Sewer Comp. Plan	
Color	125
Black and White	45
Sewer Availability	100
Onsite Wastewater License Application Fee	25
Sewer Connection	
Single Family	5,034
Multi-Family	
Each Additional Unit	
5/8" x 3/4" Meters	5,034
3/4" x 3/4" Meters	7,551
1" Meters	12,584
1 1/2" Meters	25,169
2" Meters	40,270
3" Meters	80,541
4" Meters	125,845
Sewer Permit (2 inspections)	300
Sanitary Sewer Grinder Pump Review	300
Additional Inspection	100
Lien Filing and Removal Fee	185
Credit Card Transaction Fee - A credit card transaction fee will be added to all sewer availability, sewer permit review and inspection fees paid by credit card.	3%

## 2025 User Fee Schedule

	Fees
Development Review Technology Surcharge - A technology surcharge will be added to all sewer availability, sewer permit review and inspection fees. Surcharge is not applied to Sewer Connection Fees.	10%
<b>Sewer Monthly Service</b>	
Residential	<del>76.50</del> 80.74
Sewer Excise Tax	<del>21.39</del> 22.46
Commercial / Multi-Family Residential (per ccf)	<del>11.28</del> 11.90
Credit Card Transaction Fee <sup>1</sup>	3.95
<sup>1</sup> The credit card transaction fee is charged for sewer payments made by credit card. The fee is charged by the third party transaction processor and is not remitted to the City.	
<b>Streets</b>	
Street Excavation (2 inspections)	200
Additional Inspection	100
Street and Alley Vacation Fee	500
Right-of-Way Permit	250
(may be waived by City Council)	
<b>Telecommunications Right-of-Way (ROW) Rental Fee</b>	
Master Use Permit Application Fee	2,500
Master Use Permit Renewal Fee	2,500
Lease Application Fee	2,500
Lease Renewal Fee	2,500
City Property-Minimum Monthly Rent	825
Credit Card Transaction Fee - A credit card transaction fee will be added to all right-of-way and street excavation permit and inspection fees paid by credit card.	3%
Development Review Technology Surcharge - A technology surcharge will be added to all right-of-way and street excavation permit and inspection fees.	10%
<b>Land Use</b>	
For land use, development, and surface water and drainage plan reviews and applications that exceed the scope of the established fees, the applicant will be responsible for reimbursement of the actual costs of specialty consultant or staff review. For land use, development, and surface water and drainage plan applications for City projects the application fee is \$0.	
Administrative Appeal	500
(refunded if appeal is sustained and the administrative decision is overturned)	
Administrative Variance	500
Copy of Comprehensive Plan	80
Comprehensive Plan Amendment	No extra charge for Rezone 3,000

## 2025 User Fee Schedule

	Fees
Conditional Use Application	2,500
Land Clearing/Grading/Excavation/ Filing	
Major	300
Minor	120
Tree Permits	120
Corridor Tree Permit (\$120 per tree (plus consultant review costs and Urban Forest Planner review costs))	
Urban Forest Planner Review - Based on Actual Cost (per hour)	95
Land Use Public Notice & Signage (per notice)	250
Boundary Line Adjustment	2,000
Property Profile, Pre-application meetings, special requests (per hour), minimum 0.5	100
Rezone Application	3,000
No extra charge for Comp. Plan Amend.	
SEPA / Regulatory Review	
Checklist	750
EIS administration/supervision/preparation	5,000
Critical Area Work Permit	
Major	550
Minor	85
Tree-related	125
Critical Area and Tree Reasonable Use Exception (plus review consultant costs)	4,000
Public Agency and Utility Exception (plus review consultant costs)	3,500
Copy of Shoreline Master Plan	15
Shoreline Substantial Development Permit	3,500
Shoreline Conditional Use Permit	3,500
Shoreline Variance	3,500
Shoreline Exemption	500
Shortplat Application	4,000 flat fee
Subdivision	12,000 + 300 per lot
Variance	2,500
Wireless Communication Facility Permit (not requiring conditional use)	2,000
Zoning/Land Use Code Text Amendment	3,500
Town Center Design Review	
Major (plus all notice, review consultant, hearing examiner costs)	4,000
Minor (plus review consultant costs)	2,000
Commercial site development permit	
Type I Review (Hearing Examiner)	3,500
Type III Review (Code Administrator)	2,000
Credit Card Technology Fee - A credit card technology fee will be added to all land use permit fees paid by credit card.	3%
Development Review Technology Surcharge - A technology surcharge will be added to all land use permit fees.	10%

### Building Fees

## 2025 User Fee Schedule

### Fees

Building Fees for standard home and utility/garage are based on the International Code Council, Building Valuation Table (August 2023).

Standard Home	<del>165.67</del>	168.65/sq. ft
Custom Home (a home designed for a particular lot)	<del>203.15</del>	206.65/sq. ft
Utility/Garage	<del>66.35</del>	67.54/sq. ft
Add \$120 Fee to Permit Fees Less Than \$500.00		
Administration Permit Fee	<del>120</del>	145
State Surcharge (Single Family)		6.5
State Surcharge (Multi-Family)		25 + 2 for each unit
State Surcharge (Commercial)		25
Plan Review Fee		65% of Building Permit

### Building Valuation table

Project Valuation in Dollars	Fees in dollars
\$0.00 to \$1,000	71.37
\$1,001 to \$2,000	\$71.37 for the first \$1,000.00 plus \$5.49 for each additional \$100 or fraction thereof to and including \$2,000.
\$2,001 to \$25,000	\$126.27 for the first \$2,000.00 plus \$23.06 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00
\$25,001 to \$50,000	\$656.65 for the first \$25,000.00 plus \$16.47 for each additional \$1,000.00 or fraction thereof to and including \$50,000.00

## 2025 User Fee Schedule

	<b>Fees</b>
\$50,001 to \$100,000	\$1,068.40 for the first \$50,000.00 plus \$10.98 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00
\$100,001 to \$500,000	\$1,617.40 for the first \$100,000.00 plus \$9.88 for each additional \$1,000.00 or fraction thereof to and including \$500,000.00
\$500,001 to \$1,000,000	\$5,569.40 for the first \$500,000.00 plus \$8.78 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00
\$1,000,001 to \$5,000,000	\$9,959.40 for the first \$1,000,000.00 plus \$5.49 for each additional \$1,000.00 to and including \$5,000,000.00
\$5,000,001 and up	\$31,919.40 for the first \$5,000,000.00 plus \$4.39 for each additional \$1,000.00 or fraction thereof

## 2025 User Fee Schedule

### Fees

Corridor Retaining Wall is based on the Building Permit Fee Table (plus consultant review costs and staff review costs)

#### Mechanical Permit Fees

Base Permit Fee		150
Furance		30
A/C or Heat Pump		30
Gas Hot Water Heater Installation/vent / expansion tank		30
Gas Log Fireplace Insert		30
Gas Piping - up to 10 outlets		30
Gas piping - each additional outlet		5
Gas range - piping hookup		30
Residential hood >400 CFM		30
Commercial hood: Class 1 hood		30
Dryer exhaust duct		30
Vent/duct Installation, relocation, or replacement vent		30
New/removal/replacement of ducting		30
Installation, relocation of boiler or absorption system		30
Installation, relocation of compressor or absorption system		30
Appliance or equipment regulated by IMC		30
Plan Review (hourly)	<del>125</del>	145
Additional Inspections (hourly)	<del>125</del>	145

#### Plumbing Permit Fees

Permit Base Fee		150
Sinks		30
Toilets		30
Showers		30
Tubs		30
Washing machine		30
Hot Tub/Spa		30
Other Plumbing fixtures on one trap		30
Electric Water Heater Installation/vent/expansion		30
Hot /Cold rough-in addition or alteration		30
Waste & vent rough-in addition or alteration		30
Water service line		30
Lawn sprinkler on any one meter (backflow device)		30
Each addition or alteration of drainage		30
Waste (sewage ejector pump)		30
Grease Trap		30
Backflow protective device		30
Heat pump		30



## 2025 User Fee Schedule

	Fees
Hydronic heating (loop vent system)	30
Additional Inspections (hourly)	<del>125</del> 145
Commerical Projects Plan Review (required - hourly)	<del>125</del> 145
Grease Interceptor Plan Review (required - hourly)	<del>125</del> 145
Credit Card Transaction Fee - A credit card transaction fee will be added to all building, mechanical, and plumbing permit fees paid by credit card.	3%
Development Review Technology Surcharge -A technology surcharge will be added to all building, mechanical, and plumbing permit fees.	10%

### Surface Water and Drainage Plan Review Fees

Single Family Building Permit		
Requiring Engineering Plan		600
Without Engineering Plan		300
Multi-family site development	per 1,000 sq. ft of impervious surface	300
Commercial site development	per 1,000 sq. ft of impervious surface	300
Land Use Permits*		
Subdivisions / Shortplats (per lot)		500
Reasonable use exemptions (per lot)		500
Conditional Use Permit (per lot)		500
Variances (per lot)		500
* These would be preliminary review fees, where additional drainage review fees may be applied for future development or to other permit applications necessary for development.		

### Surface Water Utility Assessments

Single Family Residential		<del>270.86</del>	311.49
<b>Class</b>	<b>% Impervious Surface</b>		
Very Light	0%-10%	<del>270.86</del>	311.49
Light	11%-20%	<del>651.05</del>	748.70
Medium	21%-45%	<del>1,309.35</del>	1,505.76
Medium High	46%-65%	<del>2,528.37</del>	2,907.62
High	66%-85%	<del>3,205.57</del>	3,686.40
Very High	86%-100%	<del>4,198.88</del>	4,828.71

### Facility Fees

Lake/Forest Room		
Evening Use (6 p.m. - 10 p.m.)		50
Emergency Operations Center (EOC) Room		
Evening Use (6 p.m. - 10 p.m.)		50
Council Chambers		

# 2025 User Fee Schedule

**Fees**

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Evening Use (6 p.m. - 10 p.m.)	50 per hour + 50 setup/cleanup fee
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*The fee for use of the Lake/Forest Room or Emergency Operations Center by other governmental organizations and non-profit organizations may be waived or negotiated.*

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**Special Events**

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Non-profit (501c3 organizations, neighborhood block parties, etc.)	
1-30 Participants	No Permit Required
31-250 Participants	No Charge/ Permit Required

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**ORDINANCE NO. 24-1304**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ESTABLISHING NEW REGULATIONS REGARDING SOLID WASTE UTILITY TAX; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City Council has determined that there is projected to be a deficit balance in the General Government Funds by 20\_\_, and ; and

**WHEREAS**, the City has availed itself of appropriate revenue sources currently authorized, and has reduced expenditures in the General Fund, but ongoing expenses continue to rise in excess of ongoing revenues; and

**WHEREAS**, the basic City service levels could suffer a reduction without a new source of revenue; and

**WHEREAS**, implementation of a solid waste utility tax measured by gross income from customers is expected to generate revenue to help maintain current levels of City services, and

**WHEREAS**, the City Council has determined the public interest is best served by the implementation of a solid waste utility tax,

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

Section 1. AMENDMENTS. Lake Forest Park Municipal Code Chapter 3.18, "Utility Tax" is hereby amended to read as follows.

**3.18.010 Imposed.**

There is hereby imposed a "utility tax," which is levied upon the privilege of conducting an electrical energy, natural gas, telephone, cellular telephone, ~~or~~ pager service, or solid waste collection business within the city of Lake Forest Park.

**3.18.020 Definitions**

Unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

A. "Cellular telephone service" means any two-way voice and data telephone or similar communications system based in whole or in substantial part on wireless radio communications, including cellular mobile service, and which is not subject to regulation by the Washington State Utilities and Transportation Commission. Cellular mobile service includes other wireless radio communications services including specialized mobile radio, pagers, personal communications services, and other wireless radio communications technology evolving after the effective date of the ordinance codified in this chapter that accomplishes a purpose substantially similar to cellular mobile service.

B. "Finance Director" means the Finance Director of the City of Lake Forest Park, Washington, or his or her designee.

~~CB. "Gross income" means the value proceeding or accruing from the performance of the particular business involved, excluding receipts or proceeds from the use or sale of tangible property and real property or any interest therein, proceeds from the sale of notes, bonds, mortgages or other evidence of indebtedness, or stock and the like, receipts from operations incidental to the performance of the particular business involved, and with a deduction on the amount of credit loss and uncollectibles actually sustained.~~

"Gross Income" means the value proceeding or accruing from the performance of the particular business involved, including gross proceeds of sales, compensation for the rendition of services, and receipts (including all sums earned or charged, whether received or not) by reason of investment in the business engaged in ( excluding rentals, receipts or proceeds from the use or sale of real property or any interest therein and proceeds from the sale of notes, bonds, mortgages or other evidences of indebtedness, or stocks and the like), all without any deduction on account of the cost of property sold, the cost of materials used, labor costs, taxes, interest or discount paid, delivery costs or any expenses whatsoever, and without any deduction on account of losses.

~~C. "Mayor" means the elected mayor of the city of Lake Forest Park, Washington, or his or her designee.~~

D. "Natural gas" means the business of selling, furnishing, or transmitting gas, whether manufactured or natural.

E. "Person" means any person, firm, corporation, association, or entity of any type engaged in a business subject to taxation under this chapter.

F. "Solid waste" means all putrescible and nonputrescible solid and semi-solid wastes, including but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction waste, abandoned vehicles or parts thereof, and recyclable materials.

G. "Solid waste collection business" means every person who receives solid waste or recyclable materials for transfer, storage, or disposal, including but not limited to, all collection services, public or private solid waste disposal sites, transfer stations, and similar operations.

**HF.** “Telephone business” means the business of providing access to a local telephone network, local telephone network switching service, toll service, coin telephone services, telephonic, video, data, pagers, or similar communication, or transmission for hire, via a local telephone network, toll line or channel, cable, microwave, or similar communication or transmission system. The term includes cooperative or farmer line telephone companies or associations operating exchanges

### **3.18.030 Tax levy – amount.**

There is levied upon and shall be collected from a person engaged in or carrying on the business of selling, furnishing, or transmitting:

A. Electric energy, a tax equal to six percent of the total gross income from such business in the city during the period for which the tax is due subject to any offset for fees based upon percentage of gross revenue, negotiated for and paid pursuant to a franchise agreement;

B. Cellular telephone service, a tax equal to six percent of the total gross income from such business in the city during the period for which the tax is due;

C. Natural gas, a tax equal to six percent of the total gross income from such business in the city during the period for which the tax is due;

D. Telephone service, a tax equal to six percent of the total gross income from such business in the city during the period for which the tax is due.;

E. Solid waste collection business, a tax equal to 10% of the total gross income from such business in the city during the period for which the tax is due.

### **3.18.040 Exceptions and deductions.**

There is excepted and deducted from the total gross income upon which the tax is computed: ~~the amount of the total gross income that is derived from business which the city is prohibited from taxing under the Constitution or laws of the United States and the Constitution or laws of the state of Washington.~~

A. That part of the total gross income derived from business which the City is prohibited from taxing under the constitution or laws of the United States and the constitution or laws of the State of Washington.

B. Adjustments made to a billing or customer account in order to reverse a billing or charge that was not properly a debt of the customer.

C. Cash discounts allowed and actually granted to customers of the taxpayer during the tax year.

D. Uncollectible debts written off the taxpayer's books during the tax year. If subsequently collected, the income shall be reported for the period in which it was collected.

### **3.18.050 Monthly installments.**

The tax imposed by LFPMC 3.18.030 shall be due and payable in monthly installments, and remittance therefor shall be made on or before the last day of the month following the end of the monthly period in which the tax is accrued. On or before said due date, the taxpayer shall file with the ~~mayer~~City a written return upon such form setting forth such information as the Finance Director ~~mayer~~ shall reasonably require relating to the accurate computation and collection of this tax, together with the payment of the amount.

### **3.18.060 Use and accountability of tax proceeds.**

Each taxpayer shall keep records reflecting the amount of the taxpayer's gross income on sales and services within the city, and such records shall be open at all reasonable times for the inspection of the mayor to verify information provided on any utility tax return, or to determine whether such return is required to be filed.

### **3.18.070 Taxpayer's records.**

Each taxpayer shall keep records reflecting the amount of the taxpayer's gross income on sales and services within the City, and such records shall be open at all reasonable times for the inspection of the Finance Director or his or her designee to verify the information provided on any utility tax return or to determine whether such return is required to be filed.

### **3.18.080 Failure to make returns or to pay the tax in full.**

If a taxpayer fails, neglects, or refuses to make his, her or its return as and when required by this chapter, the ~~mayer~~Finance Director, or his or designee, is authorized to determine the amount of the tax payable under provisions of LFPMC 3.18.030, and to notify such taxpayer that the tax so determined is immediately due and payable, together with penalty and interest. Delinquent taxes, including any penalties, are subject to an interest charge of 12% per year on the unpaid balance from the date any such taxes became due as provided in LFPMC 3.18.050.

### **3.18.090 Penalty for delinquent payment.**

Whenever a person fails to pay any tax required by this chapter within 15 days after the due date thereof, there shall be added to such tax a penalty of 10 percent of the amount of such tax, and any tax due under this chapter that is unpaid and all penalties thereon shall constitute a debt to the city and may be collected by a collection agency, or court proceedings, which remedy shall be in addition to all other remedies.

### **3.18.100 Overpayment of tax.**

Money paid to the city in excess of such tax, shall, upon discovery, be credited against any tax due or to become due from such taxpayer hereunder; provided however, that overpayments extending beyond one year before the city is notified of such overpayment shall not be refunded. If such taxpayer has ceased doing business in the city, any such overpayments shall be refunded to the taxpayer.

### **3.18.110 Noncompliance – penalty.**

A. No person subject to this chapter shall fail or refuse to file tax returns or to pay tax when due, nor shall any person make a false statement or representation in or in connection with any such tax return, or otherwise violate or refuse to comply with this chapter or with any rule promulgated pursuant to LFPMC 3.18.130.

B. In addition to the interest and delinquent filing penalties set forth above, a willful violation of or failure to comply with this chapter is a civil infraction, subject to a cumulative fine of up to \$250 for each day that a violation continues.

### **3.18.120 Appeal to hearing examiner.**

A taxpayer aggrieved by the amount of the tax, penalties, interest, or civil infraction fine determined to be due by the ~~mayor~~ Finance Director, or his or her designee, under the provisions of this chapter, may appeal such determination to the hearing examiner in accordance with the applicable chapters of this code, as now in effect or as may subsequently be amended.

### **3.18.130 Finance Director's ~~Mayor's~~ rulemaking authority.**

The ~~mayor~~ Finance Director shall have the power to adopt and enforce rules and regulations not inconsistent with this chapter or with the law for the purposes of carrying out the provisions thereof.

### **3.18.140 Referendum procedure.**

The provisions of this chapter are subject to the referendum procedure as follows:

A. A referendum petition seeking to repeal this chapter shall be filed with the city clerk, who shall be designated the person to receive petitions of all types, within seven calendar days of the passage by the city council of the ordinance codified in this chapter or publication thereof, whichever is later.

B. Within 10 days, the city clerk shall confer with the petitioner concerning the form and style of the petition, issue an identification number for the petition, and cause to be written a ballot title for the measure.

C. The ballot title shall be posed as a question, so that an affirmative answer to the question and an affirmative vote on the measure results in the tax or tax rate increase being imposed, and a negative answer to the question and a negative vote on the measure results in the tax or tax rate increase not being imposed. The petitioner shall be notified of the identification number and ballot title within this 10-day period.

D. After notification of the identification number and ballot title, the petitioner shall have 30 days in which to secure on petition forms the signatures of not less than 15 percent of the registered voters of the city and to file the signed petitions with the city clerk.

E. Each petition form shall contain the ballot title and the full text of the measure to be referred. The city clerk shall verify the sufficiency of the signatures on the petitions. If sufficient, valid signatures are properly submitted, the city clerk shall cause the referendum measure to be submitted to the city voters at the next election ballot within the City or at a special election ballot as provided pursuant to RCW 35.17.260(2), held on one of the dates provided in RCW 29.13.010, as determined by the city council, which election shall not take place later than 120 days after the signed petition has been filed with city clerk.

**3.18.150 Exclusive procedure.**

Pursuant to RCW 35.21.706, the referendum procedure set forth in LFPMC 3.18.140 shall be the exclusive referendum procedure for the tax imposed herein, and shall supersede the procedures, to the extent applicable, under Chapters 35A.11 RCW and all other statutory or charter provisions for initiative or referendum which might otherwise apply.

Section 2. TAX YEAR. The tax year for purposes of the solid waste utility tax shall commence \_\_\_\_\_, 2025 and end December 31, 2025, and thereafter shall commence on January 1 and end on December 31 each year.

Section 3. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

Section 5. EFFECTIVE DATE. After passage and publication, this ordinance shall take effect \_\_\_\_\_, 2025.



**APPROVED BY A MAJORITY** of the Lake Forest Park City Council this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

APPROVED:

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

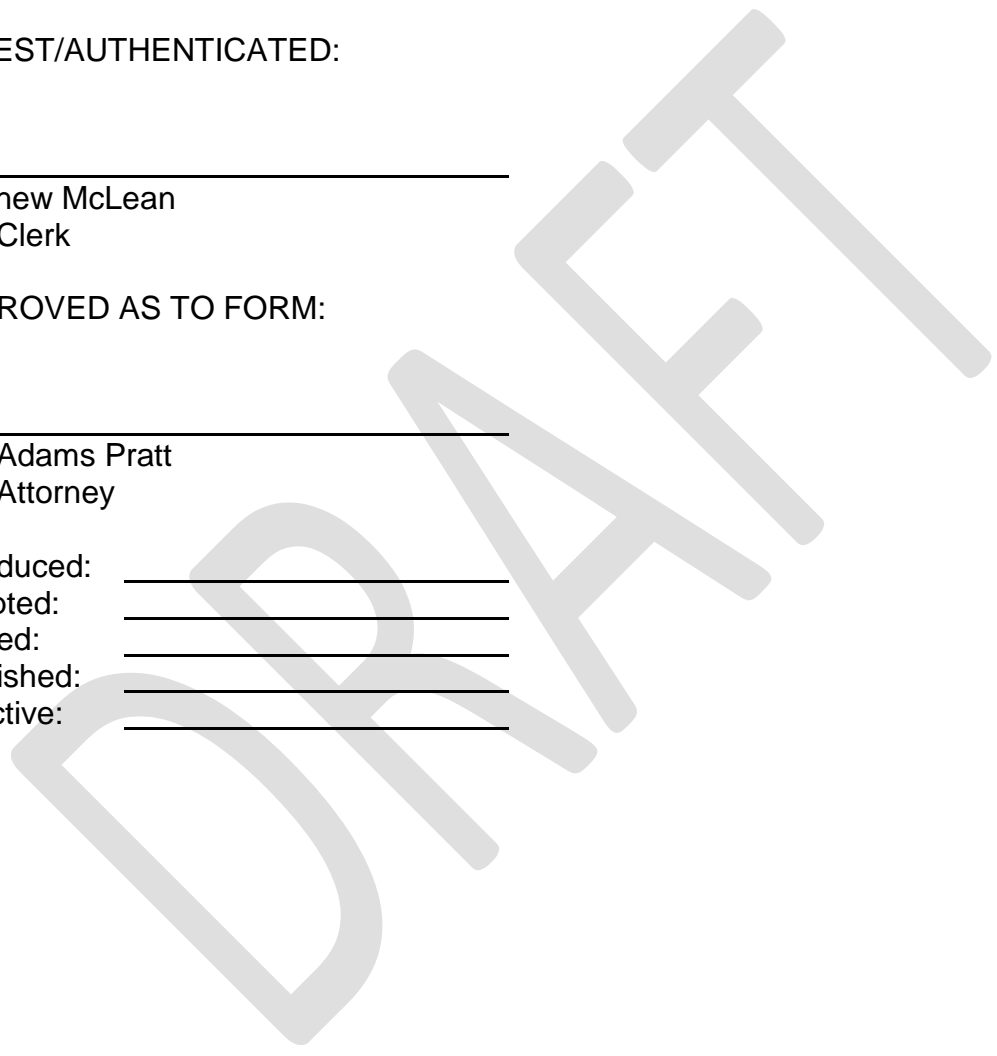
ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

Introduced: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_



**ORDINANCE NO. 24-1305**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 3.19 OF THE LAKE FOREST PARK MUNICIPAL CODE, SEWER, STORMWATER AND SURFACE WATER SERVICE TAX; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

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**WHEREAS**, chapter 3.19 of the Lake Forest Park Municipal Code established a tax on the provision of sewer, stormwater, and surface water services at six percent of the gross income from those services; and

**WHEREAS**, the City Council has determined that it is in the city's best interest to increase the rate to [6-10] percent.

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends chapter 3.19 LFPMC, Sewer, Stormwater and Surface Water Service Tax, section 3.19.010 as follows:

**Chapter 3.19 Sewer, Stormwater and Surface Water Service Tax.**

**3.19.010 Imposed.**

There shall be levied on every business engaged in the sale, delivery, distribution, or furnishing of sewer services, or stormwater and surface water services a tax equal to ~~six~~ [6-10] percent of the total gross income derived from the operation of such business, to be charged to the customers of such business. The City of Lake Forest Park, as a provider of sewer services, and stormwater and surface water services shall be subject to the tax imposed by this chapter.

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. After passage and publication, this ordinance shall take effect January 1, 2025.

**APPROVED BY A MAJORITY** of the Lake Forest Park City Council this \_\_\_\_ day of November, 2024.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

Introduced: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_



# CITY OF LAKE FOREST PARK

## CITY COUNCIL

### AGENDA COVER SHEET

<b>Meeting Date</b>	November 14, 2024
<b>Originating Department</b>	Finance Department
<b>Contact Person</b>	Lindsey Vaughn, Finance Director
<b>Title</b>	Resolution 24-1989/Authorizing the Mayor to implement a Low-Income Discount Program for sanitary sewer ratepayers OR to implement a Low-Income Discount Program for sanitary sewer ratepayers, and stormwater and surface water ratepayers

#### Prior History

- Council discussion - November 7, 2024, Special City Council Meeting

#### Legislative History

- First Presentation – November 14, 2024, Special City Council Meeting

#### Attachments:

1. Resolution 24-1989, authorizing the Mayor to implement a Low-Income Discount Program for sanitary sewer ratepayers
2. Resolution 24-1989, authorizing the Mayor to implement a Low-Income Discount Program for sanitary sewer ratepayers, and stormwater and surface water ratepayers
3. Resolution 763
4. Resolution 1718

#### Executive Summary

During its November 7, 2024, special meeting the City Council discussed expanding the current discount program that applies to sanitary sewer customers that are either low-income seniors or low-income disabled persons. Two resolutions are provided for Council's consideration. The first expands the program to all low-income sanitary sewer ratepayers. The second, expands the program further to all lower income sanitary sewer rate payers, and all stormwater and surface water ratepayers.

**Background**

In January 2003, the City Council passed Resolution 763, which authorized the Mayor to implement a 50% Low-income Senior Citizen Discount program for sanitary sewer ratepayers. To be eligible for the program the ratepayer or spouse had to be 62 years old, and (1) have owned and resided at the property for at least one year prior to the date of application and/or renewal; (2) have received less than 50% of the local area median household gross annual income during the previous year, using the official annual income guidelines established by the United States Department of Housing and Urban Development (HUD); and (3) not reside in housing which is in any way considered to be Federally Subsidized Public Housing. In December 2018, the City Council passed Resolution 1718, which expanded the discount program to low-income persons with permanent disabilities recognized by the Social Security Administration.

**Fiscal & Policy Implications**

For stormwater and surface water services, the average Lake Forest Park household is charged \$25.96 per month, which is billed annually with property taxes (\$311.49 annually). With the utility tax increase being considered, this amount would increase to \$28.55 per month (\$342.64 annually).

**Alternatives**

<i>Options</i>	<i>Results</i>
•	
•	

**Staff Recommendation**

Review the draft resolutions and provide the administration with any questions or requests for additional information. A resolution needs to be adopted at the November 21, 2024, Special City Council meeting if Council decides to expand the discount program.

**RESOLUTION NO. 24-1989**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, REPEALING RESOLUTIONS 763 AND 1718 AND REPLACING THEM WITH A RESOLUTION AUTHORIZING A LOW-INCOME DISCOUNT FOR SANITARY SEWER RATEPAYERS**

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**WHEREAS**, in January 2003, the Lake Forest Park City Council passed Resolution 763, which authorized the Mayor to implement a 50% Low-income Senior Citizen Discount program for sanitary sewer ratepayers who qualified; and

**WHEREAS**, in December 2018, the City Council passed Resolution 1718, which expanded the discount program to low-income persons with permanent disabilities recognized by the Social Security Administration; and

**WHEREAS**, in the current economic climate, the City Council sees a need to expand the discount program further to all low-income persons regardless of age or disability.

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

Section 1. REPEAL. The City Council of the City of Lake Forest Park hereby repeals Resolutions 763 and Resolution 1718.

Section 2. AUTHORIZE SEWER RATE LOW INCOME DISCOUNT PROGRAM. The City Council of the City of Lake Forest Park authorizes the Mayor to implement a Low-Income Discount Program (the "Program") for its sanitary sewer ratepayers who reside within the City's sanitary sewer service area and who qualify under the terms and conditions set forth in this Resolution and that the discount offered shall be equal to a fifty percent (50%) reduction in the ratepayer's bi-monthly residential sewer bill.

Section 3. QUALIFYING FOR PROGRAM. To be eligible for this discount the ratepayer must (1) have owned and resided at the property for at least one year prior to the date of application and/or renewal; (2) have received less than 50% of the local area median household gross annual income during the previous year, using the official annual income guidelines established by the United States Department of Housing and Urban Development (HUD); and (3) not reside in housing which is in any way considered to be Federally Subsidized Public Housing.

Section 4. PROGRAM APPLICATION. Persons applying for the Program shall be required to complete the City forms, copies of which are attached to this Resolution as Exhibits A (Application) and B (Income Filing Form) and must submit the documentary proof that may be required by those forms. Qualification for the Program must be reestablished each year by the qualified ratepayer submitting to the City, no later than by January 31 of each calendar year, evidence that the ratepayer is still qualified for the Program. Proof shall be in the form of the ratepayer's form 1040 for the previous calendar year or such other documentary proof as the City may reasonably require.

Section 5. PROGRAM MODIFICATIONS. The City shall have the power to adopt, modify, amend and/or establish the rules and regulations and conditions under which the Program will be operated and to establish a new and revised discount rate, to be applied to the ratepayers of the City as part of the City's budgetary process each year.

Section 6. 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 November 2024.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

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

**RESOLUTION NO. 24-1989**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, REPEALING RESOLUTIONS 763 AND 1718 AND REPLACING THEM WITH A RESOLUTION AUTHORIZING A LOW-INCOME DISCOUNT FOR SANITARY SEWER AND STORMWATER RATEPAYERS**

**WHEREAS**, in January 2003, the Lake Forest Park City Council passed Resolution 763, which authorized the Mayor to implement a 50% Low-income Senior Citizen Discount program for sanitary sewer ratepayers; and

**WHEREAS**, in December 2018, the City Council passed Resolution 1718, which expanded the discount program to low-income persons with permanent disabilities recognized by the Social Security Administration; and

**WHEREAS**, in the current economic climate, the City Council sees a need to expand the discount program further to include low-income persons regardless of age or disability that are ratepayers of either the City's sanitary sewer service or a stormwater and surface water service.

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

Section 1. REPEAL. The City Council of the City of Lake Forest Park hereby repeals Resolutions 763 and Resolution 1718.

Section 2. AUTHORIZE LOW INCOME DISCOUNT PROGRAM. The City Council of the City of Lake Forest Park authorizes the Mayor to implement a Low-Income Discount Program (the "Program") for its sanitary sewer ratepayers and stormwater and surface water ratepayers who reside within the City's service area and who qualify under the terms and conditions set forth in this Resolution and that the discount offered shall be equal to a fifty percent (50%) reduction in the ratepayer's bi-monthly residential sewer bill and/or the bi-annual stormwater and surface water bill.

Commented [KA1]: Did I get the billing cycles right?

Section 3. QUALIFYING FOR THE PROGRAM. To be eligible for either discount, the ratepayer must (1) have owned and resided at the property for at least one year prior to the date of application and/or renewal; (2) have received less than 50% of the local area median household gross annual income during the previous year, using the official annual income guidelines established by the United States Department of Housing and Urban Development (HUD); and (3) not reside in housing which is in any way considered to be Federally Subsidized Public Housing.

Section 4. PROGRAM APPLICATION. Persons applying for the Program shall be required to complete the City forms, copies of which are attached to this Resolution as Exhibits A (Application) and B (Income Filing Form) and must submit the documentary proof that may be required by those forms. Qualification for the Program must be reestablished each year by the qualified ratepayer submitting to the City, no later than by



January 31 of each calendar year, evidence that the ratepayer is still qualified for the Program. Proof shall be in the form of the ratepayer's form 1040 for the previous calendar year or such other documentary proof as the City may reasonably require.

Section 5. PROGRAM MODIFICATIONS. The City shall have the power to adopt, modify, amend and/or establish the rules and regulations and conditions under which the Program will be operated and to establish a new and revised discount rate, to be applied to the ratepayers of the City as part of the City's budgetary process each year.

Section 6. 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 November 2024.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1989