



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, June 08, 2023 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

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

Join Zoom Webinar: <https://us06web.zoom.us/j/81208922305>

Call into Webinar: 253-215-8782 | Webinar ID: 812 0892 2305

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

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

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

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

AGENDA

1. CALL TO ORDER: 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. PROCLAMATIONS

A. Juneteenth 2023

5. FINAL CONFIRMATION

A. Parks and Recreation Advisory Board

- Steve Feth, Position 3, term to expire 2/28/2025

6. PRESENTATIONS

A. Legislative End of Session Report

B. SR 522 Retaining Wall Update

7. CITIZEN COMMENTS

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

8. CONSENT CALENDAR

The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Calendar in its normal sequence on the agenda.

A. May 18, 2023 City Council Budget and Finance Committee Meeting Minutes

B. May 18, 2023 City Council Special Meeting Minutes

C. May 22, 2023 City Council Committee of the Whole Meeting Minutes

D. May 25, 2023 City Council Regular Meeting Minutes

E. City Expenditures for the Period Ending June 8, 2023

9. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

A. Ordinance 23-1268/Amending Chapter 9.04 of the Lake Forest Park Municipal Code, State Criminal Code Provisions.

10. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

- A. King County Opioid Abatement Council Memorandum of Understanding

11. ORDINANCES AND RESOLUTIONS FOR ACTION

- A. **ADDED ON AT MEETING- ORDINANCE 23-1270/ADOPTING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO RETAINING WALLS; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**
- B. Resolution No. 23-1902: Authorizing the Mayor to Sign an Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project
- C. Resolution 23-1892/Authorizing the Mayor to Sign an Agreement between the City of Lake Forest Park and Teamsters Local No. 117 (representing maintenance workers)
- D. Ordinance 23-1267/Amending the 2023 Budgeted Positions and Salary Schedule incorporated in Ordinance No. 1256 adopting the 2023-2024 Biennial Budget.
- E. Resolution 23-1900/Authorizing the Mayor to Sign a Memorandum of Understanding between the City of Lake Forest Park and Teamsters Local Union No. 117 (representing maintenance workers)

12. OTHER BUSINESS

13. COUNCIL COMMITTEE REPORTS

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

14. ADJOURN

FUTURE SCHEDULE

--Thursday, June 15, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*

--Monday, June 19, 2023 City Offices Closed in Observance of Juneteenth

--Thursday, June 22, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

--Tuesday, July 4, 2023 City Offices Closed in Observance of Independence Day

--Thursday, July 13, 2023 City Council Work Session Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*

--Thursday, July 13, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

--Thursday, July 20, 2023 City Council Budget and Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*

--Monday, July 24, 2023 City Council Committee of the Whole Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*

--Thursday, July 27, 2023 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

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

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



PROCLAMATION

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

WHEREAS, the end of the Civil War began with the surrender of General Lee at Appomattox Court House on April 9, 1865 and ended with the final terms of surrender of the last Confederate General on June 2, 1865; and

WHEREAS, this news reached Texas when Union Major-General Gordon Granger arrived in Galveston Bay with his troops. It was on June 19, 1865, that he announced: "the people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free"; and

WHEREAS, celebration of the end of slavery reaching the furthest Union state, which became known as Juneteenth, is one of the oldest public celebrations of the end of slavery in the United States; and

WHEREAS, Juneteenth celebrations spread across many southern states and more with the movement of freed Texas slaves as they exercised their newfound freedoms in search of family and new lives; and

WHEREAS, the first Juneteenth celebrations brought friends and families together, often on emancipated land, the first to be owned by former enslaved people, and included inspirational speakers, reading of the Emancipation Proclamation of 1863, food and stories from former enslaved people; and

WHEREAS, Juneteenth commemorates the complete emancipation of Confederate slaves and June 19th was declared Emancipation Day in Texas in 1980; and

WHEREAS, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of America.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim June 19 as a day to celebrate Juneteenth 2023 in the City of Lake Forest Park.

Signed this 8th day of June, 2023.

Jeff Johnson, Mayor
City of Lake Forest Park

LAKE FOREST PARK

Washington

Published on *Lake Forest Park Washington Meetings* (<https://lakeforestpark-wa.municodemeetings.com>)

[Home](#) > [Boards](#) > [Board Application](#) > [Webform results](#) > Board Application

Submission information

Form: [City of Lake Forest Park Boards and Commissions Application](#) [1]

Submitted by Visitor (not verified)

Mon, 05/08/2023 - 9:04pm

97.113.69.142

First Name

Steve

Last Name

Feth

Home Address

Mailing Address (if different from above)

Phone Number

Do you own property in Lake Forest Park?

Yes

Email

Board, Commission, Committee

Parks and Recreation Advisory Board

Years a Resident of this Municipality

3

Experience/Professional Expertise/Education (Please provide dates of education and experience.)

20+ years working in a professional environment working with long term planning and budgeting for Recreational Equipment Inc. (REI). Broad experience across many divisions in the company with a focus on financial inputs and outcomes.

Current or Prior Experience on Boards/Commissions/Committees

Board member for Bureau of Fearless Ideas, mainly supporting disadvantaged youth for afterschool tutoring. I was also on the finance committee of Westside Baby supporting diaper distribution to those in need.

Civic Activities and Memberships (Roles with fraternal, business, church, or social groups- provide dates)**Reasons for Wanting to Serve**

I appreciate community and giving back where I can support and be of service. My family moved to Lake Forest Park during covid after 20 years in West Seattle and appreciate the intentionality the city seems to put into how they think about community. I would like to learn more about how the city functions while finding ways to support it along the way. We are frequent visitors to the parks and I have reviewed the minutes from the meetings.

Are you able to attend evening meetings?

Yes

Resume, Education, etc. (Optional)

[steve_feth_cv.pdf](#) [2]

- [Home](#)
- [Logout](#)
- [Dashboard](#)

[Municode - Connecting You and Your Community](#)

Source URL: <https://lakeforestpark-wa.municodemeetings.com/node/791/submission/77>

Links

[1] <https://lakeforestpark-wa.municodemeetings.com/bc/application> [2] https://lakeforestpark-wa.municodemeetings.com/system/files/webform/steve_feth_cv.pdf

Professional and Personal Profile

20+ years of Merchandising Leadership including Financial Planning, Assortment Planning, Buying, Marketing, Private Label and System Implementation. I have led buying/replenishment teams, financial planners, system implementation groups and restructured teams for more effective execution.

Through my work and volunteer experience I have had a strong dedication to community. I have selected community affiliations with a directed focus on helping disadvantaged children.

Professional Experience

Recreational Equipment Inc. (REI)

1998 – Present

Director of Planning and Replenishment

- **Lead team of 25 managers and analysts in support of forecasting, planning and replenishment to 175 locations**

Director of Product Strategy

- Led REI's Assortment Planning, New Store and Local Strategy and Analytics teams
- Led strategies for assorting to 162 locations for Merchandising leveraging customer data
- Developed Outlet strategy to deliver a 19% CAGR through 2018
- Restructured the Merchant buying team defining vendor and assortment matrix
- Defined pricing and promotional strategies that led to the most profitable year in Outlet history for 4 consecutive years

REI Senior Manager of Merchandise Planning

2011 - 2014

- Lead Category Planning Managers to create and manage sales, inventory and margin goals, including open-to-buy management for \$1B in sales
- Establish annual goals to support strategic growth plans through strategic partnership with Divisional Vice Presidents (GMMS)
- Led budget scenarios QBRs with Executive Leadership, setting REI's sales, margin and inventory goals for annual and five-year planning of \$2B in annual sales across 140+ locations and rei.com
- Lead Location and Merchandise Planning teams

REI Financial Planning Implementation Manager

2010 – 2011

- Led the first implementation of Merchandise Financial Planning SAP software in the United States

- Managed design and development team of REI employees and external consultants
- Set the requirements for the financial planning application with SAP Corporate in Germany.

REI Product Manager**2006 – 2010**

- Managed assortment, product selection and marketing of businesses totaling \$60M in annual sales
- Proven track record for driving assortment and industry changes to exceed sales and margin goals in every year. CAGR exceeded company growth by 50%.

The Bon Marche (Macy's)

Seattle WA

Merchandise Planner**The Bon-Ton Stores, Inc.**

York PA

Merchandise Planner**Community Affiliations****Bureau of Fearless Ideas****Board Member****2014-2017**

826 Seattle is a non-profit tutoring center dedicated to helping youth improve their writing skills and to helping teachers inspire their students to write

WestSide Baby**Finance Committee Member****2012-2015**

WestSide Baby is a non-Profit organization which provides essential items for local children in need by collecting and distributing diapers, clothing and equipment.

Education**Indiana University of Pennsylvania**

Bachelor of Arts in Business and Marketing



City of Lake Forest Park

End-of-Session Report

June 1, 2023

Overview of the 2023 Legislative Session

The 2023 Legislature convened for a 105-day session that was conducted in person for the first time since the onset of the COVID-19 pandemic. This year’s session was the first of the two-year legislative cycle, and legislators were keen to resume their policymaking work at the Capitol campus. Over 2,100 pieces of legislation were introduced this session, and the Legislature approved 485 bills.

The Legislature also enacted the Capital, Operating, and Transportation budgets for the 2023-25 biennium.

On the final evening of the legislative session, the House of Representatives debated a compromise version of [Senate Bill 5536](#) sponsored by Senator June Robinson (D- Everett), concerning possession of controlled substances. The bill did not pass, and Washington’s current law on drug possession will expire at the end of June. Governor Inslee called for a special session of the Legislature to give lawmakers another opportunity to set forth a statewide policy before the current statute expires. Legislators from all four caucuses negotiated a compromise bill that was debated on May 16th and ultimately passed the Legislature with bipartisan support. See below for more details on this policy.

The Association of Washington Cities has provided a summary of legislative action related to the AWC priorities, available on the [AWC website](#).

Budget Highlights

2023-25 Biennial Operating Budget: The state’s Operating budget funds all state agency operations, including K-12 education, higher education, human service programs, and more. The 2023-25 biennial Operating budget appropriates \$69.8 billion, a net increase of \$2.4 billion. Approximately \$412 million in Climate Commitment Act revenues are budgeted for policy-level items in the budget. An ending fund balance of \$1.4 billion in general funds is projected for the 2023-25 biennium, and total reserves are projected at \$3.6 billion.

The Legislature considered the changing fiscal environment in developing the biennial Operating budget. Federal funding streams that were temporarily enhanced due to the COVID-19 pandemic are beginning to phase out as the declaration of federal public health emergency expired on May 11th. Inflation and forecasts indicating slower than average revenue growth over the next two biennia also factored into the budget considerations.

The Operating budget makes significant investment in the K-12 education system, higher education, behavioral health, health care, long-term care, child welfare, carbon reduction, public safety, and housing and homelessness supports. Highlights of investments related to local governments include:

Public safety:

- \$3.4 million for six additional Basic Law Enforcement Training Academy (BLEA) classes, for a total of 23 classes in both 2024 and 2025
- \$11.3 million for six additional BLEA classes beginning in 2024 at three new regional training academies (Pasco, Skagit County, and Clark County)
- \$3 million for grants to local law enforcement for vehicle pursuit management technology
- \$5.3 million for cities and counties to assist with alternative response team programs
- \$115.8 million to assist with vacating and resentencing under the *State v. Blake* decision and refunding legal financial obligations
- \$29.6 million for therapeutic courts

Behavioral health:

- \$108.7 million for forensic mental health and continued implementation of the *Trueblood* settlement
- \$21.5 million for crisis triage, relief, or stabilization centers
- \$44 million for the recovery navigator program
- \$44.4 million for behavioral health mobile crisis response teams
- \$69.3 million for 988 crisis response

Housing and homelessness:

- \$150 million for the new Covenant Homeownership Program
- \$150 million to transition individuals living in encampments to housing
- \$130 million for the Housing and Essential Needs program
- \$111 million for emergency housing and rental assistance

Climate and Energy

- \$138 million for community electric vehicle charging infrastructure
- \$10 million to support municipalities in siting and permitting clean energy projects
- \$6 million to increase capacity for urban forestry programs
- \$35 million for utility assistance through the existing low-income home energy assistance program (LIHEAP) network

2023-25 Biennial Capital Budget: The Capital budget funds brick-and-mortar construction, excluding transportation. The 2023-25 biennial Capital Budget authorizes total expenditures of \$9 billion. Of this amount, \$4.7 billion is financed with general obligation bonds. Additionally,

\$95.4 million in bond capacity is reserved for a supplemental capital budget. The Capital budget reappropriates \$7.6 billion for projects that were previously authorized but not yet completed.

Housing, behavioral health, and infrastructure are key areas of investment in the enacted Capital budget.

Housing

- \$400 million for the Housing Trust Fund
- \$60 million for Connecting Homes to Infrastructure program (CHIP) grants to local governments
- \$50 million to match private investment for grants to support transit-oriented development

Behavioral health

- \$211 million for behavioral health capacity grants, including \$133 million for 18 projects across the state that will provide regional behavioral health and substance use services.

Infrastructure and built environment

- \$400 million for the Public Works Assistance Account
- \$68 million for the Stormwater Financial Assistance program
- \$115 million for Remedial Action Grants
- \$670 million for the Water Pollution Control Revolving Loan program
- \$25 million for the Community Economic Revitalization Board
- \$200 million for broadband grants and loans
- \$95 million for Salmon Recovery Funding Board grants and \$25 million for riparian area grants
- \$120 million for the Washington Wildlife and Recreation program
- \$48.4 million for the Fish Barrier Removal Board
- \$150 million for various clean energy and energy efficiency efforts

2023-25 Biennial Transportation Budget: The Transportation budget funds capital facilities investments as well as operating programs for the transportation system in the state. The budget includes total appropriations of approximately \$13.5 billion, including approximately \$970 million in Climate Commitment Act funding. CCA funds are appropriated to support carbon-reducing projects and programs, such as multi-modal facilities, public transit, and transportation electrification efforts.

Highlights of importance for local governments include:

- \$1 billion for fish passage
- \$287 million for the Transportation Improvement Board, including \$14.6 million for Complete Streets grants and \$9 million in preservation funding for cities
- \$70.8 million for Safe Routes to Schools grants
- \$72.2 million for Pedestrian and Bicycle Safety programs
- \$45.7 million for the Freight Mobility Strategic Investment Board
- \$11.5 million to address homeless encampments within state-owned rights-of-way in coordination with local governments

The 2023-25 Transportation budget also modified the phasing for many projects included in the 16-year Move Ahead Washington transportation package passed by the Legislature in 2022. The updated project list can be viewed [here](#).

For additional detail on aspects of the three biennial budgets relevant to local governments, refer to the Association of Washington Cities [budget matrix](#).

Lake Forest Park Top Priorities

Lyon Creek Fish Barrier Removal

The City requested funding to complete the construction of a new culvert to replace the city owned barrier near State Route 104 on Lyon Creek. Since the City is now represented by the 1st legislative district, we hosted a tour in November 2022 to show the 1st district legislators the work that has been done to date on restoring fish passage on Lyon Creek and the remaining barriers that need to be addressed. All three legislators were motivated to help the City continue to remove the barriers on Lyon Creek. Senator Derek Stanford, Rep. Davina Duerr and Rep. Shelley Kloba sponsored the City's capital budget request of \$1.77 million.

The House proposed capital budget did not include any funding for the City's request, or any other fish barrier removal projects. The House Capital Budget Chair was reluctant to fund fish barrier projects outside the recommended list that is developed biannually by the Brian Abbot Fish Barrier Removal Board. This has been his position for years and makes it difficult to secure fish passage funding outside the FBRB process. The Senate proposed capital budget included the full funding for the City's project, along with the 3% fee that would be charged by the Department of Commerce for administering the grant. We advocated that the final budget include the Senate level of funding. Rep. Duerr and Rep. Kloba followed up with the House Capital Budget Chair several times to convey the value of this project to their district and request that the funding be included in the final budget. Ultimately, the efforts paid off.

The final capital budget includes \$1.82 million for the Lyon Creek Culvert in Lake Forest Park! This is not only a higher funding level than the average appropriation, but also funding for a locally owned culvert outside of the preferred pathway of competing for awards through the Brian Abbot Fish Barrier Removal Board. This success would not have been possible without the support and persistence of the City's legislators.

State Route 104 Investments

The City's request around State Route 104 was three-fold. First, we requested \$900,000 to address the funding gap for the SR 104 Roundabout. Our state legislators sponsored the transportation budget request and were informed early on that there was no new revenue for projects. There were higher than anticipated revenues from the first Climate Commitment Act auction, but that funding is legislative restricted to projects and programs that reduce carbon emissions. Unfortunately, the final transportation budget does not include new funding for the State Route 104 roundabout.

The second component of the SR 104 priority was a general request for bicycle/pedestrian improvements. The transportation budget allocates \$51.9 million toward the WSDOT Pedestrian/Bicycle Safety program which administers grants to local governments. Once the City identifies the specific improvements to be made to this corridor, there are grant opportunities to pursue.

Finally, the City requested the state invest in the maintenance of SR 104. The Move Ahead WA package from 2022 made significant investments in maintenance and preservation of state highways but the 2023-25 state budget defers some of that maintenance funding. However, now that WSDOT knows how much funding they have available for funding maintenance and preservation in the next two years, they will be updating their plans. The best way to ensure SR 104 is prioritized for maintenance is to work with the WSDOT Regional Administrator, which GTH can help facilitate.

City Financial Challenges

Three proposals were introduced this session that would have lifted the one percent limit factor on property tax for local governments, but none were passed. [SB 5618](#) sponsored by Senator Patty Kuderer (D- 48th LD), revised the property tax cap for local governments to account for inflation and population growth up to three percent. The bill was heard, but not advanced out of committee. [HB 1670](#) sponsored by Representative Timm Ormsby (D-3rd LD), would have revised the property tax cap for local governments from one percent to three percent, but did not contain provisions related to inflation or population growth. The bill did not advance out of the House Rules Committee. [SB 5770](#) sponsored by Senator Jamie Pedersen (D- 43rd LD) was introduced late in the session and took a similar approach to Senate Bill 5618, adjusting the property tax limit to account for inflation and population growth up to three percent. The bill did not receive any action in its referred fiscal committee.

North King County Crisis Receiving Center

The Cities of Lake Forest Park, Bothell, Kenmore, Kirkland, and Shoreline formed the Regional Crisis Response Agency (RCR) to provide consolidated and standardized regional mobile crisis response services for the five-city region. A key component in the continuum of behavioral health care is *somewhere to go*, a crisis stabilization facility. The cities have been coordinating for several years to provide a facility for the region and over the last year have been advocating at the state level for the necessary funding. Leading up to and throughout the legislative session, GTH participated in routine coordinating meetings with the government affairs team at Connections Health Solutions and the contract lobbyist for the other cities. To our great surprise and delight, the facility received full funding via state grants and other sources just prior to the legislative session. This meant that the session was focused on policies that would support the prompt delivery of the project. The main policy we supported was [Senate Bill 5120](#), sponsored by Senator Manka Dhingra (D- Redmond), which creates a licensing pathway for 23-hour crisis relief centers. Prior to passage of this bill, there was no licensing process for the type of facility envisioned in North King County. These facilities are open 24 hours per day, seven days a week, offering behavioral health to adults for no more than 23 hours and 59 minutes at a time. The centers will accept walk-ins and drop-offs from first responders and individuals referred through the 988 system and have a no-refusal policy for individuals dropped off by law enforcement.

Other Legislative Priorities

City Tools and Resources

State-shared revenues: The enacted 2023-25 Operating budget maintains or increases the amounts of state-shared revenues compared to the current biennium.

- Liquor Revolving Account (liquor profits): \$98.9 million (same)
- Liquor Excise Account (liquor taxes): \$89.4 million (increase of \$2.1 million)

- Cannabis Excise Tax: \$50.5 million (increase of \$4.9 million)
- Municipal Criminal Justice Assistance Account: \$51.2 million (increase of \$6 million)

Infrastructure funding: The Legislature considered legislation that would have created a Public Works Revolving Trust Account in the State Treasury to be used for loans or grants to local governments for financing public works projects through the Public Works Board. If the legislation had been approved, the measure would have gone before the voters to amend the state Constitution. The policy did not receive enough support to advance this session. However, as noted above, the enacted budgets appropriate funding for infrastructure needs. Highlights include:

- \$400 million for the Public Works Assistance Account
- \$68 million for the Stormwater Financial Assistance program
- \$115 million for Remedial Action Grants
- \$670 million for the Water Pollution Control Revolving Loan program
- \$25 million for the Community Economic Revitalization Board
- \$200 million for broadband grants and loans
- \$120 million for the Washington Wildlife and Recreation program
- \$48.4 million for the Fish Barrier Removal Board
- \$287 million for the Transportation Improvement Board
- \$70.8 million for Safe Routes to Schools grants
- \$72.2 million for Pedestrian and Bicycle Safety programs
- \$45.7 million for the Freight Mobility Strategic Investment Board

REET for affordable housing: Local governments supported [HB 1628](#) sponsored by Representative Frank Chopp (D- 43rd LD), which would have modified the state real estate excise tax (REET) and allow a county or city to impose an additional 0.25 percent REET for the construction of affordable housing, but the bill did not pass this session. A significant opposition effort was undertaken by the real estate community to stop the bill and it did not advance out of its assigned fiscal committee.

Recyclable Materials and Solid Waste

Responsible environmental management of batteries: [E2SSB 5144](#) sponsored by Senator Derek Stanford (D- 1st LD) requires each producer selling or distributing covered batteries in Washington to participate in and fund an approved battery stewardship organization. Each battery stewardship organization must submit a plan for covered portable batteries to the Department of Ecology for approval by July 1, 2026, or within six months of program rules. Battery stewardship programs must provide for the collection of all covered batteries. Local government facilities may collect batteries at their own expense and must process them in a manner that meets the same standards as those implemented by battery stewardship organizations.

Did not pass: [House Bill 1131](#), commonly referred to as the *Washington Recycling and Packaging Act*, requires producers of certain paper products and packaging to participate in and fund the operations for a producer responsibility organization to collect and manage the packaging from consumers. The bill was pulled from the Rules committee but was not brought to

the House floor for a vote prior to the House of Origin cutoff deadline. This was the second year this concept was considered and underwent significant changes from the initial introduction last year. With major policy shifts like this bill is proposing, it often takes several years to strike a balance between proponents and opponents. Since this is the first year of the biennium, this bill will automatically be reintroduced next session for consideration.

Housing

Enacting policies and budgets that meaningfully address the housing shortage was a top priority for the Legislature this session. Policy makers were guided by a report by the Department of Commerce stating that Washington State needs about one million additional homes by 2044 to adequately accommodate projected population growth. Of those one million homes, approximately 525,000 of those units need to be either affordable to households at or below 50 percent of area median income or affordable to extremely low-income households. Legislators cited these data points in committee hearings throughout the legislative process to underscore the urgent need for housing policy solutions.

In addition to the budget investments in housing and homelessness supports outlined above, the Legislature also included the following housing-related items in the Operating budget:

- \$18 million to help address the Document Recording Fee revenue shortfall for local governments to implement homeless services
- \$45.6 million to increase homeless service grantee contracts
- \$5 million for eviction prevention, including tenants' right to counsel
- \$4 million in one-time funding for the Homeless Prevention and Diversion Fund
- \$2 million for the Homeless Student Stability program
- \$1 million for the Washington Youth and Families Fund
- \$5 million for civil legal information, advice, and representation for tenants at risk of eviction

The Legislature considered several policy approaches aimed at bringing more housing to market, tenant protections and other policies aimed at keeping individuals housed, and boosting homeownership. Additionally, Governor Inslee introduced a proposal to issue bonds to generate \$4 billion for affordable housing and other types of housing to address homelessness over a six-year period. The concept was given serious consideration by the Legislature but would have required voter approval. Instead, legislators chose to increase its support for housing through budget appropriations and passed several policy bills to respond to the housing shortage.

Bringing more housing to market:

Condominiums: [SB 5058](#) sponsored by Senator Mike Padden (R- 4th LD), and [E2SSB 5258](#) sponsored by Senator Sharon Shewmake (D- 42nd LD), work in tandem to reduce barriers to condominium and townhouse development, which was viewed as an avenue for increasing homeownership opportunities for first-time homebuyers and seniors seeking to downsize into a more manageable property. Senate Bill 5058 exempts buildings with 12 or fewer units that are no more than two stories from condominium liability. Senate Bill 5258 contains several provisions aimed at boosting construction and homeownership of condominiums and townhomes. It modifies the requirements for claims regarding construction defects and makes the qualified warranty program available to developers subject to the Uniform Common Interest Ownership Act. It exempts certain sales of condominiums and townhomes from the real estate excise tax

(REET) and creates the Down Payment Assistance Account for buyers purchasing a condominium or townhome. The REET exemption does not apply to sales of condominiums and townhomes that are constructed in buildings qualifying for the multi-family property tax exemption.

Middle housing types: [E2SHB 1110](#) sponsored by Representative Jessica Bateman (D- 22nd LD) requires cities to authorize minimum housing development densities in residential zones depending on their population size, ranging from a minimum of two to at least six units per lot. The bill provides an alternative to the density requirements by allowing cities to implement the requirements in at least 75 percent of lots zoned single-family if the remaining portion of lots meet certain criteria. Under the alternative density option, any areas at high risk of displacement may be excluded from the 75 percent of lots subject to minimum density requirements. Cities may allow accessory dwelling units to achieve the unit density required and can limit the areas subject to the density requirements in accordance with water supply capacity. Cities may apply objective development regulations currently applied to single-family residences in accordance with existing ordinances intended to protect critical areas and public health.

While the bill had bipartisan backing that carried it to the finish line, local governments took varying and nuanced positions on the legislation. The prime sponsor held stakeholder discussions with the Association of Washington Cities and individual cities which resulted in key changes, including allowing the Department of Commerce to approve comprehensive plans from cities with land use regulations that are substantially similar to the bill's provisions and providing for an alternative compliance pathway. The Association of Washington Cities arrived at a supportive position in the waning weeks of the legislative session.

The Operating budget appropriates \$2 million for grants to implement the bill.

Accessory Dwelling Unit regulations: [EHB 1337](#) sponsored by Representative Mia Gregerson (D- 33rd LD) requires cities and counties planning under the Growth Management Act to allow the construction of at least two accessory dwelling units (ADUs) per lot within urban growth areas. Local governments are prohibited from imposing certain regulations or restrictions on ADU construction, including gross floor area requirements and roof height limits. The bill prohibits owner-occupancy requirements as well as off-street parking requirements within one-half mile walking distance a major transit stop. Local governments may restrict the use of ADUs for short-term rentals and prohibit the construction of ADUs on lots not served by public sewers. Of the two proposals mandating the allowance of ADU construction, local government stakeholders generally preferred the other bill, [SB 5235](#), because it was less prescriptive, but the Legislature ultimately chose this bill as the vehicle for enacting ADU policy.

Use of existing buildings for residential purposes: [ESHB 1042](#) sponsored by Representative Amy Walen (D- 48th LD) prohibits cities from imposing certain restrictions on existing buildings zoned for commercial or mixed use. Cities must allow the addition of housing units at a density up to 50 percent more than what is allowed in the underlying zone if built entirely within the building's envelope and cannot impose additional parking requirements. Cities may not prohibit the addition of housing units in any specific part of a building except ground floor commercial retail spaces along a major pedestrian corridor. The bill advanced quickly in its house of origin despite concerns raised by local governments regarding provisions contained in the original draft. The Senate amended the bill to address many of the concerns.

SEPA exemption for housing: [2SSB 5412](#) sponsored by Senator Jesse Salomon (D- 32nd LD) expands the infill development categorical exemption from the State Environmental Policy Act (SEPA) to include housing development. All project actions that propose to develop residential housing units within the incorporated portions of urban growth areas or middle housing within the unincorporated areas of urban growth areas are categorically exempt from SEPA. Before adopting the categorical exemptions, jurisdictions must satisfy certain criteria, including that the development is consistent with development regulations under the comprehensive plan and that the city or county has prepared an environmental analysis that considers the proposed use or intensity of use in the area and that analysis has been conducted regarding multi-modal transportation impacts. The Association of Washington Cities was a strong proponent of the legislation as it reflected a policy recommendation of the AWC Housing Solutions Work Group. The Operating budget appropriates \$20 million for grants to assist with updating comprehensive plans, including the requirements contained in this bill.

Consolidating local permit review processes: [2SSB 5290](#) sponsored by Sen. Mark Mullet (D- 5th LD), requested by the Governor's Office, establishes a consolidated permit review program for local governments to issue final decisions for residential permit applications within specified time frames. Local governments are required to exempt project permits for interior alterations from site plan review under certain conditions. The bill requires local governments to refund a proportion of the permit fees if they have not issued a final decision by the established time period. The requirements take effect after January 1, 2025. A grant program is established in the legislation to support local governments' transition from paper to digital permit filing systems. The Operating budget provides \$3 million for grants to assist local governments with implementation of the bill.

Did not pass: Not reaching the finish line this session was [SB 5466](#) sponsored by Senator Marko Lias (D- 21st LD), which would have required cities planning under the Growth Management Act to allow multi-family housing projects within transit station areas to be developed at transit-oriented density maximum floor area ratios. The bill was introduced at the request of the Governor's Office and the Seattle-area business community was the primary proponent. Local governments held mixed perspectives on the bill. Some were supportive of its policy goals while others expressed concern about the floor area ratios and potentially broad application based on the many types and frequencies of public transit service as outlined in the original draft. The Puget Sound Regional Council created a map illustrating the areas where such development would be allowed according to the availability of transit service as defined in the bill that indicated almost the entire Central Puget Sound region would be subject to its provisions, raising alarm among many stakeholders. The bill was amended late in the process to include an affordability requirement for housing development that did not receive broad support from the construction and real estate industries, which had been supportive of the legislation. A compromise to address stakeholder's diverging perspectives on the bill could not be reached by the time the Legislature adjourned.

Another bill aimed at increasing housing construction, [HB 1245](#) sponsored by Representative Andrew Barkis (R- 2nd LD), also failed to pass this session. The bill would have required cities planning under the Growth Management Act to allow the splitting of a single residential lot into two residential lots. While there was momentum behind this legislation as a viable tool to foster

more infill residential development, it was unclear how the policy would interact with the middle housing and accessory dwelling unit bills.

Affordable housing:

Incentives for Accessory Dwelling Units Rented to Low-Income Households: [E2SSB 5045](#) sponsored by Senator Patty Kuderer (D-48th LD), authorizes King County to offer a property tax exemption for accessory dwelling units that are rented to households whose adjusted income is at or below 60 percent of median household income. Rent charged to the tenant must not exceed 30 percent of the tenant's monthly income, and the ADU must not be occupied by a person under the age of 60 who is an immediate family member of the taxpayer.

Surplus public property for affordable housing: [HB 1695](#) sponsored by Representative Emily Alvarado (D- 34th LD) updates the definition of affordable housing for a public benefit purpose in the context of local governments' authority to dispose of surplus public property for public benefit. As outlined in the legislation, affordable housing refers to rental housing, including rent and utilities, whose cost does not exceed 30 percent of the household's monthly income. For permanently affordable homeownership, the total cost of mortgage principal and interest, property taxes, homeowner's insurance, homeowner's association fees, and land lease fees must not exceed 38 percent of the household's monthly income.

Waiving municipal utility connection charges for affordable housing: [SHB 1326](#) sponsored by Representative Julio Cortes (D- 38th LD) authorizes municipal utilities to establish a program to waive connection charges for properties used by a non-profit organization, housing authority, local agency, or other organization that provides emergency shelter, transitional housing, permanent supportive housing, or affordable housing. Any waived connection charges must be funded through general funds, grant dollars, or another identified revenue stream.

Local governments supported [HB 1628](#) sponsored by Representative Frank Chopp (D- 43rd LD), which would have modified the state real estate excise tax (REET) and allow a county or city to impose an additional 0.25 percent REET for the construction of affordable housing, but the bill did not pass this session. A significant opposition effort was undertaken by the real estate community to stop the bill and it did not advance out of its assigned fiscal committee.

Tenant protections and housing retention:

Flexibility on affordable housing and mental health funding: [SSB 5604](#) sponsored by Senator June Robinson (D- 38th LD) allows all jurisdictions to use revenue from the affordable and supportive housing sales tax for rental assistance, and allows counties to use chemical dependency and mental health services tax revenue for modifications to existing facilities to address health and safety needs. Local governments may retain up to 10 percent of the affordable and supportive housing tax for administrative costs.

Relocation assistance for tenants of closed manufactured/mobile home parks: [HB 1771](#) sponsored by Representative Brandy Donaghy (D- 44th LD) extends the time period in which tenants have to take necessary actions to receive relocation assistance from within 90 days of receiving the initial cash assistance to until the park closure date. Tenants who reinstall their home within 12 months are also eligible to receive the remainder of eligible assistance.

Sale or lease of manufactured/mobile home communities: [E2SSB 5198](#) sponsored by Senator Noel Frame (D- 36th LD) sets forth notice requirements when a landlord plants to close or convert a manufactured/mobile home community (MHC). It requires landlords to provide two years' notice for closure or conversion of an MHC and written notice of opportunity to compete to purchase when selling or leasing the MHC.

Foreclosure protections: [HB 1349](#) sponsored by Representative Tina Orwall (D- 33rd LD) modifies the timeline for referral to pre-foreclosure mediation to provide that a borrower may be referred to mediation no later than 90 days before the date of sale is listed in the Notice of Trustee Sale, instead of no later than 20 days from the date the Notice is recorded. The bill makes it unlawful to seek or receive financial compensation for locating or purporting to purchase surplus funds held by a court or county resulting from a foreclosure where the fee is in excess of five percent of the value reasonably expected to be recovered.

Tenant protections: Two bills concerning tenant protections were approved. [HB 1074](#) sponsored by Representative My-Linh Thai (D- 41st LD), requires landlords to provide documentation substantiating the cost of any damages withheld from a tenant's deposit. The bill was passed in both chambers on party-line votes. [ESSB 5197](#) sponsored by Senator Patty Kuderer (D- 48th LD) modifies several aspects of the eviction process, including allowing remote participation by any party in forcible and unlawful detainer actions, and allowing tenants who provide a pledge of financial assistance letter to satisfy an unlawful detainer judgment and have their tenancy restored.

Did not pass: Three proposals concerning residential rent practices were considered, but not passed, this session. [HB 1388](#) sponsored by Representative Nicole Macri (D- 43rd LD) would have prohibited landlords from charging excessive rent or higher rent based on the terms of payment or whether the lease was month-to-month or longer term. [HB 1389](#) sponsored by Representative Alex Ramel (D- 40th LD) would have prohibited landlords from increasing rent in an amount greater than the rate of inflation or three percent, up to a maximum of seven percent above the existing rent. [HB 1124](#) sponsored by Representative Strom Peterson (D- 21st LD) would have required landlords to provide at least 180 days' notice for rent increases of more than five percent. The bills were supported by low-income housing advocates, but strongly opposed by landlords.

Boosting homeownership:

Creating the covenant homeownership account: [2SHB 1474](#) sponsored by Representative Jamila Taylor (D- 30th LD) establishes and funds the Covenant Homeownership Program to provide down payment and closing cost assistance to economically disadvantaged households. The Covenant Homeownership Program is funded through a \$100 document recording fee collected by county auditors. The Department of Commerce must contract with the Washington State Housing Finance Commission to create a Special Purpose Credit Program to provide down payment and closing cost assistance to economically disadvantaged homebuyers. An oversight committee is established in the bill and the Housing Finance Commission must complete an initial study of the new program by March 2024 and every five years after. The bill passed on party lines in both the House and Senate. Support from the real estate community for the underlying policy despite the imposition of the document recording fee was important for the bill's momentum.

Public Safety

The Legislature grappled with controversial policies in the public safety arena that were outstanding from the 2021 legislative session. The primary issues were peace officer vehicular pursuits and new legislation in response to the *State v. Blake* Supreme Court decision, which struck down Washington's law on possession of controlled substances as unconstitutional. The latter issue presented an especially urgent matter for the Legislature, as the 2021 law classifying possession of controlled substances as a misdemeanor is set to expire at the end of June 2023.

Peace officer vehicular pursuits:

In 2021, the Legislature passed legislation requiring probable cause, rather than reasonable suspicion, to believe that a person in the vehicle has committed certain offenses for an officer to engage in a vehicular pursuit. Law enforcement agencies expressed concern about this higher threshold and continued to do so, prompting follow-up legislation in the 2022 session to restore the standard of reasonable suspicion. The policy was not supported by police reform advocates and did not pass during the short session.

Policy dialogue around the vehicular pursuits issue continued to be contentious this session. The Washington Association of Sheriffs and Police Chiefs and many local governments advocated for restoration of the reasonable suspicion standard, citing examples of individuals who had eluded police apprehension since the 2021 law went into effect. Police reform advocates held the position that vehicular pursuits represent a danger to the public and noted that the number of people injured or killed from vehicular pursuits has decreased since 2021. The Chair of the Senate Law and Justice Committee refused to hold a hearing on [ESB 5352](#) sponsored by Senator John Lovick (D- 44th LD), out of concern that reverting back to the reasonable suspicion threshold would result in more dangerous pursuits.

Senate Bill 5352 was ultimately passed by the Legislature, its forward progress aided by a suspension of the rules in the Senate that brought the bill up for floor debate just in time for the house-of-origin cutoff. It lowers the evidentiary threshold for engagement in vehicular pursuits from probable cause to reasonable suspicion for specific crimes: a violent offense, a sex offense, a vehicular assault offense, an escape offense, driving under the influence, or a domestic violence assault offense. The pursuit must be necessary for the purpose of identifying or apprehending the person, and the fleeing person must pose a serious risk of harm to others. Its companion bill, [HB 1363](#) sponsored by Representative Alicia Rule (D- 42nd LD), was advanced by its assigned policy committees but because the Senate version advanced out of its chamber of origin, it became the vehicle for enacting the final policy.

Proposals establishing a work group on the vehicular pursuits issue were also introduced and considered this session but did not pass. [SB 5533](#) sponsored by Senator John Lovick (D- 44th LD), would have directed the Criminal Justice Training Commission (CJTC) to convene a work group to develop a model vehicle pursuit policy and establish a grant program for modern vehicle pursuit technology. [HB 1586](#) sponsored by Representative Roger Goodman (D- 45th LD), would have directed the CJTC to convene a work group to develop legislative policy recommendations on vehicular pursuits and establish a grant program similar to what was proposed in SB 5533. While the Legislature did not approve either of these bills, \$3 million was

appropriated in the 2023-25 Operating budget to fund a law enforcement technology grant program for modern vehicle pursuit management technology.

State v. Blake/possession of controlled substances:

The Senate took the lead on introducing policy approaches to the possession of controlled substances issue. Four proposals were introduced, and all would have repealed the current statute classifying drug possession as a misdemeanor and requiring law enforcement to make referrals to substance use assessment and treatment on two occasions before charges may be filed. Aside from that common thread, the four bills differed in their perspectives on how the offense should be classified and handled through the justice system.

[SB 5536](#) sponsored by Senator June Robinson (D- Everett), was chosen to advance in the legislative process. As passed by the Senate, the bill classified possession of controlled substances as a gross misdemeanor and contained provisions outlining the procedure for pretrial diversion and vacation of convictions. The bill passed the Senate by a narrow margin of 28-21, with a bipartisan mix of votes on both sides of the tally. In the House, the bill was amended to reduce the crime of possession down to a simple misdemeanor, which carries a sentence of up to 90 days in jail, rather than the gross misdemeanor sentence of up to 364 days. The House version also added the crime of drug use in a public place as a misdemeanor. The House passed the bill 54-41, with a few Democrats joining the Republicans in voting against it. The Senate refused to concur with the House's amendments, so the bill then went to conference.

The conference committee's recommendation went back to classifying possession as a gross misdemeanor as passed by the Senate, with the addition of classifying use in a public place as a gross misdemeanor as passed by the House. The bill was brought up for floor debate in the House on the final evening of the legislative session. The conference committee's recommendation was defeated by a vote of 43-55, with 15 Democrats joining the Republicans in opposing the bill. Following adjournment of the regular session, Governor Inslee called for a special session to begin on May 16th.

Legislators from all four caucuses met with one another and impacted stakeholders to draft a compromise bill. On May 16th the House and Senate convened for a special session to debate and vote on a [striking amendment](#) to Senate Bill 5536. The Senate passed the bill 43-6, with three Democrats and three Republicans voting in opposition. The House passed the bill 83-13, with nine Democrats and four Republicans voting in opposition, and two Representatives excused. In summary, the bill:

- Establishes knowing possession of a counterfeit or controlled substance as a gross misdemeanor. It also establishes use of a counterfeit or controlled substance in a public place as a gross misdemeanor. Both are subject to a sentence of up to 180 days, a fine of no more than \$1,000, or both, for the first two offenses. If a defendant has two or more prior convictions after July 1, 2023, the potential confinement increases to up to 364 days in jail and/or a fine of \$1,000.
- Diversion is required if the individual is only charged with possession or public use of an unlawful substance and if the individual does not have any criminal convictions after the effective date of the bill. Otherwise, pre-trial diversion, as well as other therapeutic court alternatives, are optional. The prosecutor must agree on any diversion option, including pre-trial diversion. If the prosecutor agrees, the court must approve the defendant's

request if the individual has no other criminal offenses after the effective date of the bill and is only charged with possession or public use. Unless these criteria are met, the court has the discretion to approve the pre-trial diversion even if the prosecutor is supportive. The bill is ambivalent on diversion methods – law enforcement assisted diversion (LEAD), recovery navigator program (RNP), or an arrest and jail alternative program.

- Individuals must substantially comply with treatment for 12 months or by completing recommended treatment/services, whichever comes first.
- Local governments are preempted from regulating drug paraphernalia other than harm reduction services.
- Opioid treatment programs, recovery residences, substance use disorder treatment facilities, and harm reduction programs are added to the list of essential public facilities. Safe injection sites are specifically excluded from the definition of essential public facilities.
- The bill establishes a grant program for LEAD and funds the program at \$5 million for the 2023-25 biennium.

A side-by-side comparison of the House, Senate, conference committee, and special session striker versions of the bill can be viewed [here](#).

Additional Issues

Apprenticeship utilization requirements: [ESHB 1050](#) sponsored by Representative Marcus Riccelli (D- 3rd LD) requires public works contracts awarded by a municipality estimated to cost more than \$2 million to include specifications that no less than 15 percent of the labor hours be performed by apprentices beginning Jul 1, 2024. Beginning July 1, 2026, until July 1, 2028, apprenticeship utilization requirements apply to public works contracts estimated to cost over \$1.5 million. Beginning July 1, 2028, apprenticeship utilization requirements apply to public works contracts estimated to cost over \$1 million.

Climate change in comprehensive planning: [E2SHB 1181](#) sponsored by Rep. Davina Duerr (D-1st LD), is Governor-request legislation that amends the Growth Management Act to add a goal of climate change and resiliency to the list of elements required in comprehensive plans. It requires jurisdictions to identify actions to reduce greenhouse gas emissions and vehicle miles traveled. Jurisdictions required to review their comprehensive plans by June 30, 2025, must implement the bill's requirements. The policy for integrating climate change into the Growth Management Act has been introduced in previous legislative sessions but did not make it to the finish line. The bill's provisions were refined over time through stakeholder engagement until it reached its final form. Although the building industry still had reservations about the bill, it was able to build enough support to finally pass this session.

The Operating budget provides \$41 million for grants to assist with implementation.

Preventing Utility Shutoffs for Non-payment During Extreme Heat: [ESHB 1329](#) sponsored by Representative Sharlett Mena (D- 29th LD), by request of the Attorney General's Office, prohibits utilities from involuntarily terminating water or electric service to a residential user during days for which the National Weather Service has issued certain heat-related alerts. Utilities are required to promptly make a reasonable attempt to reconnect service to a dwelling upon receipt of a reconnection requests for a day in which there are heat-related alerts in effect. Utilities are authorized to require a payment plan prior to reconnecting service. The Attorney

General's Office was amenable to amending the bill's provisions as the bill progressed through the legislative process to address concerns from utilities regarding the technical details on temperature readings, repayment plans, and other items.

State Leadership Announcements

On May 1st, Governor Jay Inslee announced that he would not seek a fourth term. He is one of only two Washington Governors to have served three consecutive terms. On May 2nd, Attorney General Bob Ferguson announced that he had initiated an exploratory campaign for a potential gubernatorial bid. Additionally, on May 10th, Commissioner of Public Lands Hilary Franz also announced that she will campaign for Governor. On June 1st, Senator Mark Mullet (D-Issaquah) announced he will also be running for Governor. Mullet was the lead Democrat for the Senate Capital Budget this past session.

On the final day of the legislative session, House Minority Leader J.T. Wilcox (R- 2nd LD) and Deputy Minority Leader Joel Kretz (R- 7th LD) announced that they would be stepping down from their leadership positions. On April 24th, the House Republican Caucus met and elected new leaders. Representative Drew Stokesbary (R- 31st LD) and Representative Mike Steele (R- 12th LD) were selected to be the new Minority Leader and Deputy Minority Leader, respectively. Representative Stokesbary has been the House Republican lead on the Operating budget for the last four years and Representative Steele has been the House Republican lead on the Capital budget for the last two years.

Lake Forest Park Bill Tracking List – Bills that Passed the Legislature

Bill #	Abbrev. Title	Short Description	Status	Sponsor
ESHB 1042	Use of existing buildings	Concerning the use of existing buildings for residential purposes.	C 285 L 23	Walen
ESHB 1050	Apprenticeship utilization	Expanding apprenticeship utilization requirements.	C 342 L 23	Riccelli
E2SHB 1110 (SSB 5190)	Middle housing	Increasing middle housing in areas traditionally dedicated to single-family detached housing.	C 332 L 23	Bateman
E2SHB 1181 (SSB 5203)	Climate change/planning	Improving the state's response to climate change by updating the state's planning framework.	C 228 L 23	Duerr
ESHB 1329 (SSB 5366)	Utility shutoffs/heat	Preventing utility shutoffs for nonpayment during extreme heat.	C 105 L 23	Mena
EHB 1337	Accessory dwelling units	Expanding housing options by easing barriers to the construction and use of accessory dwelling units.	C 334 L 23	Gregerson

2SSB 5120	Crisis relief centers	Establishing 23-hour crisis relief centers in Washington state.	C 433 L 23	Dhingra
E2SSB 5144	Batteries/environment	Providing for responsible environmental management of batteries.	C 434 L 23	Stanford
ESB 5352 (SHB 1363)	Vehicular pursuits	Concerning vehicular pursuits.	C 235 L 23	Lovick

Lake Forest Park Bill Tracking List – Bills that Died

Bill #	Abbrev. Title	Short Description	Status	Sponsor
2SHB 1025 (Dead)	Police/private actions	Creating a private right of action for harm from violations of the state Constitution or state law by peace officers.	H Rules C	Thai
SHB 1078 (Dead)	Urban forest management	Concerning urban forest management ordinances.	H Approps	Duerr
SHB 1080 (Dead)	Body worn cameras	Concerning body worn cameras.	H Rules 3C	Taylor
HB 1099 (Dead)	Public works wages	Requiring certain wages in public works contracts to be at least the prevailing wage in effect when the work is performed.	H Cap Budget	Berry
2SHB 1131 (Dead) (SSB 5154)	Solid waste management	Improving Washington's solid waste management outcomes.	H Rules C	Berry
E2SHB 1167 (Dead)	Residential housing	Concerning residential housing regulations.	H Rules 3C	Duerr
SHB 1185 (Dead)	Lighting products	Reducing environmental impacts associated with lighting products.	H Rules R	Hackney
ESHB 1245 (Dead) (SSB 5364)	Lot splitting	Increasing housing options through lot splitting.	H Rules 3C	Barkis
HB 1276 (Dead) (SSB 5235)	Accessory dwelling units	Concerning accessory dwelling units.	H Housing	Pollet
SHB 1351 (Dead) (SB 5456)	Minimum parking requirements	Prohibiting the imposition of minimum parking requirements except under certain circumstances.	H Rules R	Reed
SHB 1363 (Dead) (ESB 5352)	Vehicular pursuits	Concerning vehicular pursuits.	H Rules R	Rule
ESHB 1387 (Dead)	Law enf. applicant pool	Requiring the criminal justice training commission to establish a program to recruit and train a pool of applicants who	H Rules 3C	Ramos

		may be employed by certain law enforcement agencies in the state.		
2SHB 1445 (Dead)	Law enf. misconduct	Concerning law enforcement and local corrections agency misconduct through investigations and legal actions.	H Rules C	Hansen
HB 1446 (Dead) (SSB 5361)	Law enf. officers/increase	Incentivizing cities and counties to increase employment of commissioned law enforcement officers.	H Local Govt	Stokesbary
HB 1517 (Dead) (ESSB 5466)	Transit-oriented development	Promoting transit-oriented development.	H Housing	Reed
HB 1553 (Dead)	Batteries/environment	Providing for responsible environmental management of batteries.	H Env & Energy	Street
2SHB 1586 (Dead)	Vehicular pursuits work grp.	Requiring the criminal justice training commission to establish a work group and grant program related to vehicular pursuits.	H Rules R	Goodman
HB 1611 (Dead)	Local government permitting	Concerning local government permitting.	H Finance	Reed
2SHB 1628 (Dead)	Real estate excise tax	Increasing the supply of affordable housing by modifying the state and local real estate excise tax.	H Rules R	Chopp
HB 1670 (Dead)	Property tax limit factor	Raising the limit factor for property taxes.	H Rules R	Ormsby
SB 5059 (Dead)	Prejudgment interest	Concerning prejudgment interest.	S Ways & Means	Kuderer
SSB 5154 (Dead) (2SHB 1131)	Solid waste management	Improving Washington's solid waste management outcomes.	S Ways & Means	Rolfes
SSB 5190 (Dead) (E2SHB 1110)	Middle housing	Increasing middle housing in areas traditionally dedicated to single-family detached housing.	S Ways & Means	Trudeau
SSB 5235 (Dead) (HB 1276)	Accessory dwelling units	Concerning accessory dwelling units.	S Rules 3	Shewmake
SSB 5303 (Dead)	Public works trust account	Creating the public works assistance revolving account.	S Rules 3	Mullet
SSB 5361 (Dead) (HB 1446)	Law enf. officers/increase	Incentivizing cities and counties to increase employment of commissioned law enforcement officers.	S Ways & Means	Holy
SSB 5366 (Dead) (ESHB 1329)	Utility shutoffs/heat	Preventing utility shutoffs for nonpayment during extreme heat.	S Rules X	Nguyen
SB 5418 (Dead)	Definition of public work	Expanding the definition of public work.	S State Govt & E	Conway
SB 5456 (Dead)	Minimum parking requirements	Prohibiting the imposition of minimum parking requirements except under certain circumstances.	S Loc Gov, Land	Frame

(SHB 1351)				
ESSB 5466 (Dead) (HB 1517)	Transit-oriented development	Promoting transit-oriented development.	S Rules 3	Liias
SB 5467 (Dead) (HB 1613)	Controlled sub. possession	Encouraging treatment for possession of certain counterfeit drugs or controlled substances.	S Law & Justice	Salomon
SSB 5533 (Dead)	Model vehicle pursuit policy	Concerning the creation of a model vehicle pursuit policy.	S Ways & Means	Lovick
2E2SSB 5536 (Dead)	Controlled substances	Concerning controlled substances, counterfeit substances, and legend drug possession and treatment.	C 1 L 23 E1	Robinson
SB 5568 (Dead)	Liquor revenue/local gov.	Restoring liquor sales revenue distributions to local governments.	S Labor & Comm	Wagoner
SSB 5609 (Dead)	Housing approval	Establishing housing approval requirements that will eliminate Washington's housing shortage.	S Ways & Means	Braun
SB 5618 (Dead)	Local property tax limit	Increasing the local property tax revenue growth limit.	S Loc Gov, Land	Kuderer
SB 5770 (Dead)	Property tax	Providing state and local property tax reform.	S Ways & Means	Pedersen

CITY OF LAKE FOREST PARK

2023 LEGISLATIVE SESSION

Shelly Helder
June 8, 2023



PURPOSE

Overview of the
2023 Legislative
Session

Outcome of
Lake Forest
Park's Priorities

Additional
Legislative
Issues

Next Steps

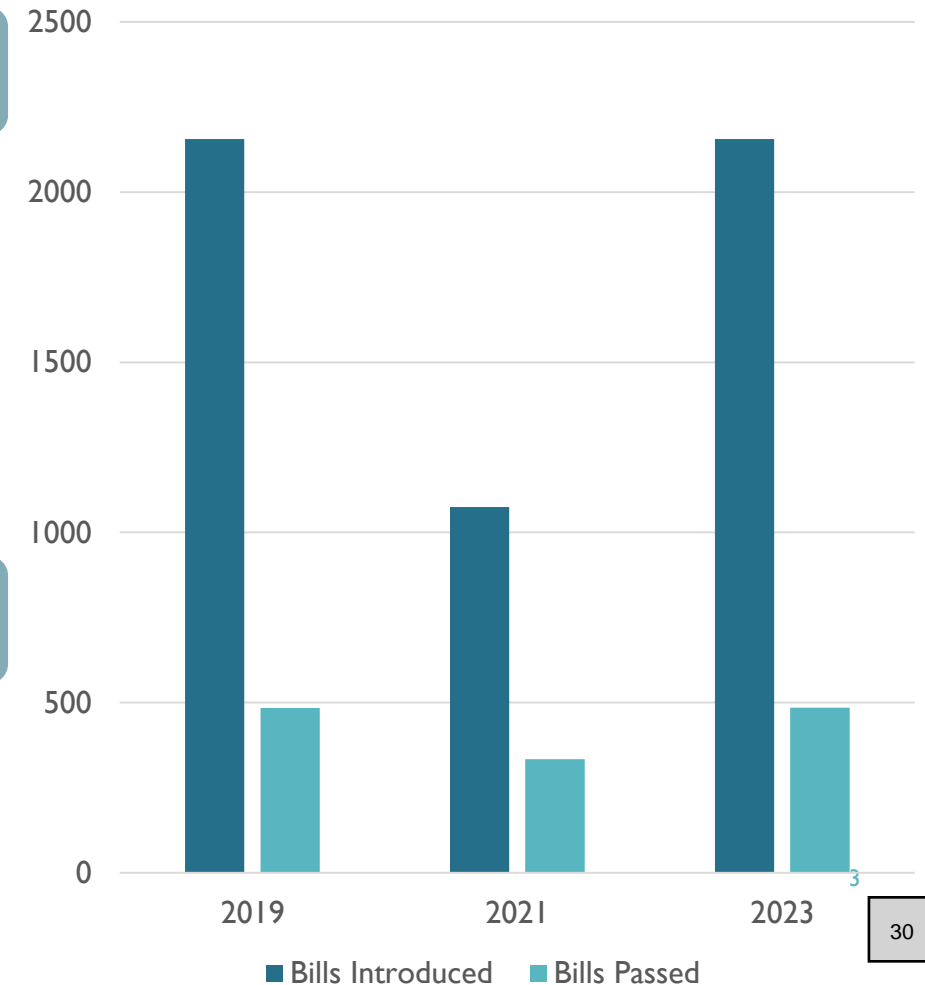
OVERVIEW OF 2023 LEGISLATIVE SESSION

General Context

- First year of the biennium, 105-day session
- Adopted 2023-25 operating, capital, and transportation budgets
- 2,156 bills introduced, 485 passed the legislature
- Any legislation that did not pass, will be reconsidered next session

Political Context

- Democrats held the majority in House and Senate
- New caucus leaders and Committee Chairs



OVERVIEW OF 2023 LEGISLATIVE SESSION: BUDGETS

Operating

- Funds all state agency operations
- \$69.8 billion total budget, net increase of \$2.4 billion, \$3.6 billion in reserves
- Notable Investments: Comp plan grants, housing & homelessness services, encampment response, crisis response services and facilities, BLEA, therapeutic courts, etc.

Capital

- Funds public and nonprofit construction projects (excluding transportation)
- \$9 billion total budget
 - Combination of bond capacity, federal funds, MTCA, CCA, etc.
- \$231.8 million allocated for local community projects (\$702k average award)
- Key investments in housing & homelessness, behavioral health, education, and recreational grants

Transportation

- \$13.5 billion budget
- First full biennium of revenues and investments from Move Ahead WA
- March revenue forecast continued decline, primarily stemming from fuel taxes.
- Honors delivery of many commitments from Connecting WA & Move Ahead WA
- CCA revenues: investments in carbon-reducing projects and programs

LAKE FOREST PARK'S 2023 LEGISLATIVE PRIORITIES

Lyon Creek Fish Barrier Removal

- Capital budget request - \$1.77 million
- House proposed capital budget - \$0
- Senate proposed capital budget - \$1.82 million
- Final budget - \$1.82 million

State Route 104 Investments

- \$900k request for roundabout
- Bike/Ped Improvements
- Maintenance

City Financial Challenges

- Three different bills introduced to address 1% property tax cap
- None advanced out of committee

North King County Crisis Receiving Center

- Project is fully funded
- Senate Bill 5120

ADDITIONAL LEGISLATIVE ISSUES



Other Legislative Priorities

- City Tools & Resources
- Recyclable Materials & Solid Waste



Housing

- Middle housing, condo liability, SEPA exemption, permit streamlining, ADUs, etc.
- Transit oriented development legislation will return



Public Safety

- Vehicular pursuits
- *Blake* fix

NEXT STEPS



Thank the City's legislative delegation

Implement policies & projects funded with state awards

Pursue grant opportunities made available through biennial budget

Prepare for 2024 Legislative Session, begins January 8th

QUESTIONS?

Shelly Helder
shelder@gth-gov.com
360-209-3338



MEMORANDUM

TO: Lake Forest Park City Council
Mayor Jeff Johnson

CC: Phillip Hill, City Administrator

FROM: Kim Adams Pratt

DATE: June 5, 2023

RE: Project authority of City, Sound Transit, and WSDOT

The City Council and the Administration have been working simultaneously on multiple facets of Sound Transit's Bus Rapid Transit ("BRT") project within State Route 522 in Lake Forest Park. The City Council and the Mayor have received many public comments formally and informally and the City Council held a public hearing regarding draft regulations for retaining walls that would apply to the BRT project. This memo is intended to provide legal analysis of code, statutes, and case law regarding some of the questions posed and comments received by City Council and the Mayor.

1. What power, if any, does the City have to direct the design of the BRT project?

City authority. The City has authority over development projects within the City, but that authority is restricted by the State Legislature's adoption of safeguards for Sound Transit projects and the express grant of authority to the Washington State Department of Transportation ("WSDOT") over the state highway system.

The City has general authority to adopt ordinances to regulate its local or municipal affairs consistent with all powers possible for a city under the state Constitution and not specifically denied to cities like Lake Forest Park. RCW 36.70A.040, RCW 35A.11.020. Specifically for the BRT project, the City has authority to adopt development regulations that are consistent with its Comprehensive Plan, are rationally related to a legitimate City interest, and are not arbitrary or capricious (unreasoning, disregarding or not considering facts). Regulations must also have nexus and rough proportionality when applied to a project. The nexus rule permits only those regulations or conditions necessary to mitigate a specific adverse impact of the project. *Honesty in Environmental Analysis and Legislation (HEAL) v. Central Puget Sound Growth Management Hearings Bd*, 96 Wn.App. 522, 534, 979 P.2d 864, 866 (1999).

Essential Public Facilities (EPFs). The City’s authority is juxtaposed against the authority the State Legislature granted to Sound Transit in RCW Chapters 81.104 (High Capacity Transportation Systems) and 81.112 (Regional Transit Authorities); granted to the WSDOT over state highways in RCW 47.01.260(1); and the protections afforded to both entities’ Essential Public Facilities (“EPFs”) in the Growth Management Act (“GMA”).

State Route 522 and Sound Transit’s BRT project are EPFs as defined in the GMA, and “no local comprehensive plan or development regulation may preclude the siting of essential public facilities.” RCW 36.70A.200(5). “Preclusion” is defined in case law as rendering the EPF impractical” or “incapable of being performed or accomplished by the means employed or at command.” The restrictions on local regulation apply to both the initial siting and the expansion of an EPF. *City of Des Moines v. Puget Sound Regional Council*, 98 Wn. App 23, 988 P.2d 27 (1999). Reasonable city permitting and mitigation requirements that increase the cost of an EPF, however, have been found to not “preclude” the siting of the EPF. *Id.* at 34.

Below is the definition of EPFs in the GMA and state statutory provisions specific to WSDOT (RCW 47.06.140(1)) and Sound Transit (RCW 81.112.030(1)) facilities:

RCW 36.70A.200(1) . . . Essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes, community facilities as defined in RCW 72.05.020, and secure community transition facilities as defined in RCW 71.09.020. . . .

RCW 47.06.140(1) The legislature declares the following transportation facilities and services to be of statewide significance: Highways of statewide significance as designated by the legislature under chapter 47.05 RCW, the interstate highway system,

RCW 81.112.020(3) "Facilities" means any lands, interest in land, air rights over lands, and improvements thereto including vessel terminals, and any equipment, vehicles, vessels, trains, stations, designated passenger waiting areas, and other components necessary to support the system.

WSDOT authority. In addition to EPF protection, WSDOT has authority over state highways under RCW 47.01.260(1) as follows:

exercise all the powers and perform all the duties necessary, convenient, or incidental to the planning, locating, designing, constructing, improving, repairing, operating, and maintaining state highways, including bridges and other

structures, culverts, and drainage facilities and channel changes necessary for the protection of state highways . . .

The Legislature granted WSDOT preemptive authority over the above items. WSDOT would presumably argue that its authority preempts the “field,” the entire topic of state highways, and that it therefore has exclusive control over regulation. The City could argue that there is “conflict” preemption instead and that the test is whether the City’s regulation allows what WSDOT forbids or prohibits what WSDOT allows. *Port of Tacoma v. Save Tacoma Water*, 4 Wn. App.2d 562, 575 (2018).

Sound Transit authority. The State Legislature has granted Sound Transit the authority in general to plan and implement a high capacity transportation system in this region. RCW 81.112.010. This includes all powers necessary to implement a high capacity transportation system including planning, design, construction and operation of the facilities. RCW 81.104.100, RCW 81.112.070. WSDOT is specifically tasked with providing system and project planning review and monitoring. RCW 81.104.100.

The authority that the City has to regulate the BRT project is limited by WSDOT’s authority over all aspects of design, construction, and maintenance of state highways facilities and by its inability to preclude an EPF considering the means employed by Sound Transit and WSDOT to construct the project.

2. Hypothetically, could the City deny construction permits if Sound Transit’s design does not use queue jumps?

A court would most likely determine that this is a design issue within the authority of WSDOT and Sound Transit. Under the *City of Des Moines* case, Sound Transit would presumably argue that the bus lane is the “means employed” by Sound Transit for the BRT project and that the City would be precluding an EPF if it denied a project permit because a northbound bus lane was used instead of queue jumps.

3. Hypothetically, could the City require Sound Transit to reduce the number of trees to be removed for the BRT project to less than 200?

A court would most likely find that setting a maximum of 200 trees for removal is not rationally related to the City’s very legitimate interest in tree protection. It is not rational because the 200 is not based on a study or facts finding that the EPF can be constructed, using the means chosen, and only remove 200 trees. Specific information would be needed to justify any maximum set on tree removal. However, upon submittal of permits, the City will review the trees slated by Sound Transit for removal and may determine that certain trees called out for removal should be saved or require special care so that they remain viable. This review will be based on Chapter 16.14. LFPMC and a case-by-case analysis done by a qualified arborist.

4. Hypothetically, could the City require Sound Transit to improve noise mitigation for the BRT project?

A court would most likely determine that this is a design issue within the authority of WSDOT. The City could argue it has authority to consider regulations that do not “conflict” with WSDOT and federal funding requirements. City noise regulations would require an understanding of the state and federal regulations being applied and study of possible additional requirements that do not conflict with WSDOT while also mitigating damage from the BRT project.

5. Hypothetically, could the City require Sound Transit to perform new post-pandemic ridership study before permits are issued?

A court would most likely determine that the City has no authority over those type of planning decisions for high capacity transit projects. That authority was expressly granted to Sound Transit by the State Legislature.

As noted at the beginning of this memo, the City Council and the Administration have been working on multiple approaches to mitigate impacts of the BRT project. This memo is not intended to discuss all of that work, but instead to provide legal analysis related to permitting issues raised by the public. At the June 8, 2023, Council meeting the Administration will also be presenting information regarding its negotiations with Sound Transit and WSDOT to mitigate impacts of the BRT project on the City.

SR 522 WALL UPDATE

TOPICS FOR DISCUSSION

- INTERAGENCY STRUCTURE
- WALL FACE
- VEGETATION
- FENCING / EASEMENT
- TREES

AGREEMENT FOR STATE ROUTES

- SR 104 – Ballinger Way NE
- SR 522 – Bothell Way

WSDOT



CITY OF LAKE
FOREST PARK

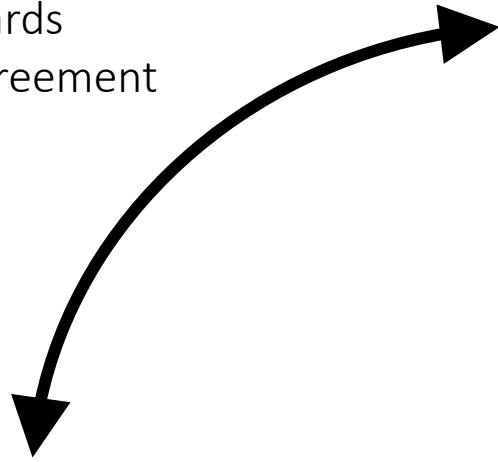
Establishes the ownership and maintenance obligations between WSDOT and Municipalities along State Owned Right-of-Ways.

INTERAGENCY STRUCTURE

SOUND
TRANSIT

- WSDOT Standards
- Conformed Agreement

WSDOT



CITY OF LAKE
FOREST PARK

INTERAGENCY STRUCTURE

SOUND TRANSIT

- WSDOT Standards
- Conformed Agreement

- Ordinances
- Permitting Requirements
- KC Transportation Manual

WSDOT

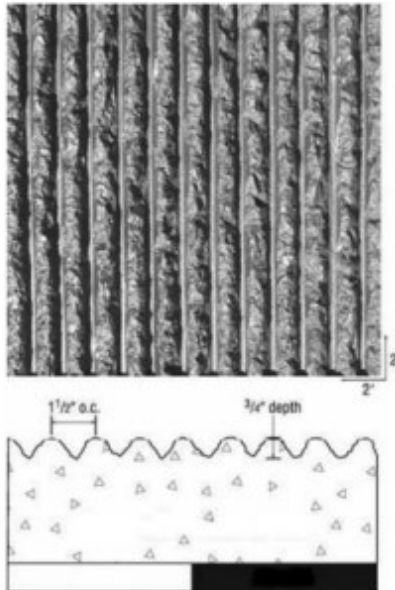
Conformed
Agreement

CITY OF LAKE
FOREST PARK

CONFORMED AGREEMENT

(Example)

Fractured Fin

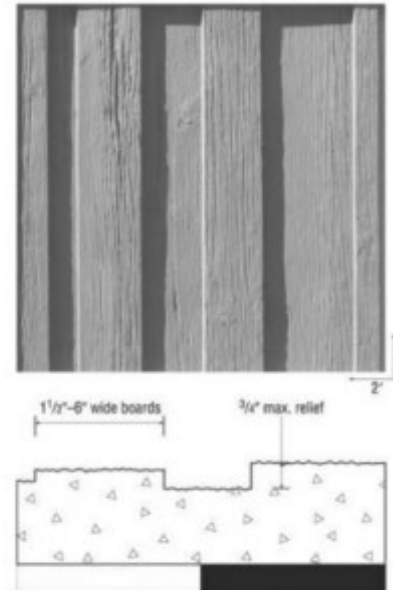


- The Original fractured fin was produced in 1970.
- This 30 years old is one of the most specified surface treatments..

Typical uses:

- I-90, I-5, Statewide classic

Random Board Finish (3/4")



- Natural looking, rough-cut wood textures.

Typical uses:

- SR 16, I-5, I-90, SR 18, SR 520

[10] Retaining walls in cities with a population of more than 25,000 will be the responsibility of the city and the state's responsibility in cities with a population of less than 25,000 if the wall is substitute for a slope.

WSDOT STANDARDS DEVIATION

Wall Face

Section 6, Item B.

Fractured Fin



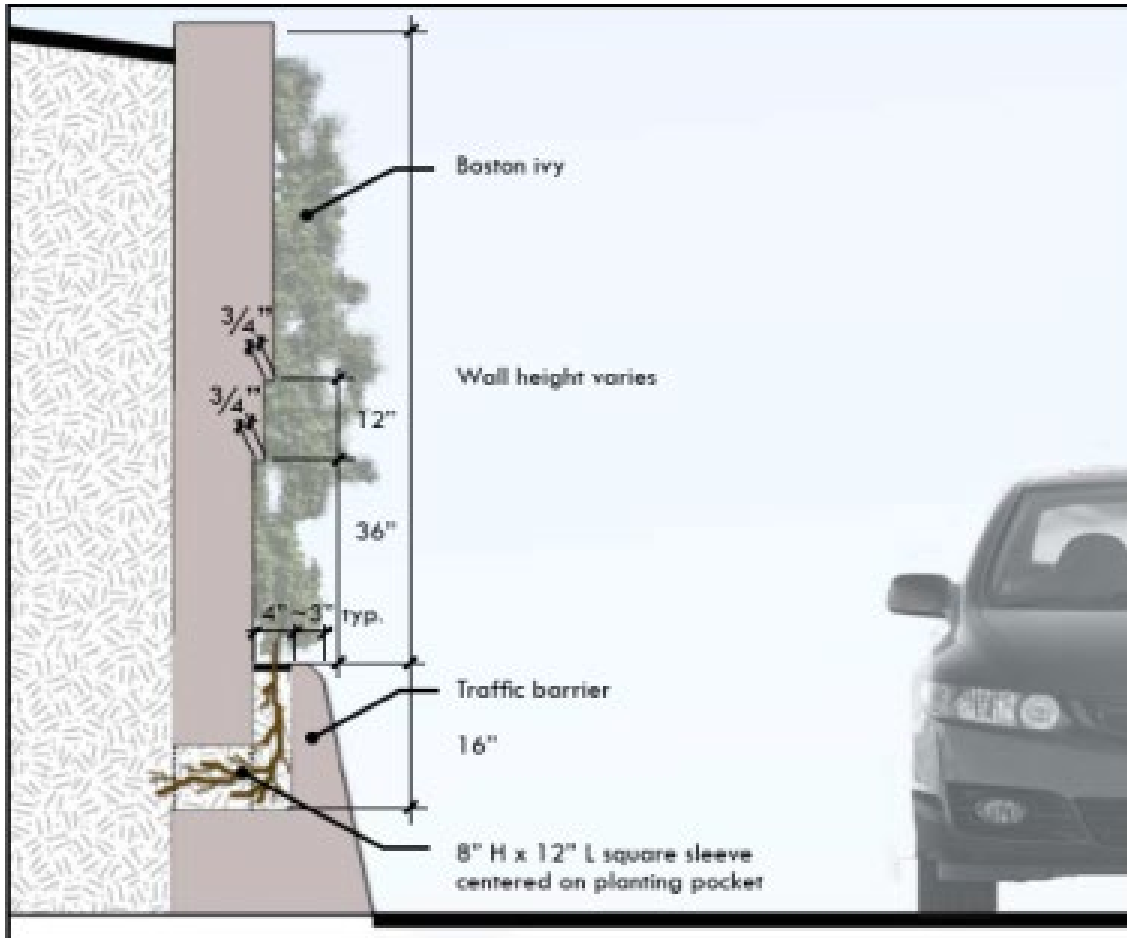
Tree motif



WSDOT STANDARDS DEVIATION

Vegetation - Vines

Section 6, Item B.



WSDOT STANDARDS DEVIATION

Fencing and Easement Reduction

Section 6, ItemB.



PROPOSED OBLIGATIONS

Section 6, Item B.

DESIGN ELEMENT	MAINTENANCE OBLIGATION (per Conformed Agreement)	MAINTENANCE OBLIGATION (MODIFIED Agreement)	REPLACEMENT OBLIGATION
Wall (Structural)	State	State	State
Wall (Facing)	City	City	State
Vegetation (Vines)	City	City	City
Drainage Trench (Top of Wall)	State	City	State
Railing/Fence (Top of Wall)	State	City	City
Fencing (ROW access)	State	N/A	N/A

CURRENT
EAST VIEW
FROM
WEST OF
NE 165TH ST



Section 6, Item B.

PROPOSED
WALL
RENDERING
YEAR 1

EAST VIEW
FROM
NE 157 PL
TO NE 165TH
BUS STOP



PROPOSED
WALL
RENDERING
YEAR 5

EAST VIEW
FROM
NE 157 PL
TO NE 165TH
BUS STOP



CURRENT
EAST VIEW
FROM
NE 157 PL



Section 6, Item B.

Google

PROPOSED
WALL
RENDERING
YEAR 1

EAST VIEW
FROM
NE 157 PL



PROPOSED
WALL
RENDERING
YEAR 5

EAST VIEW
FROM
NE 157 PL



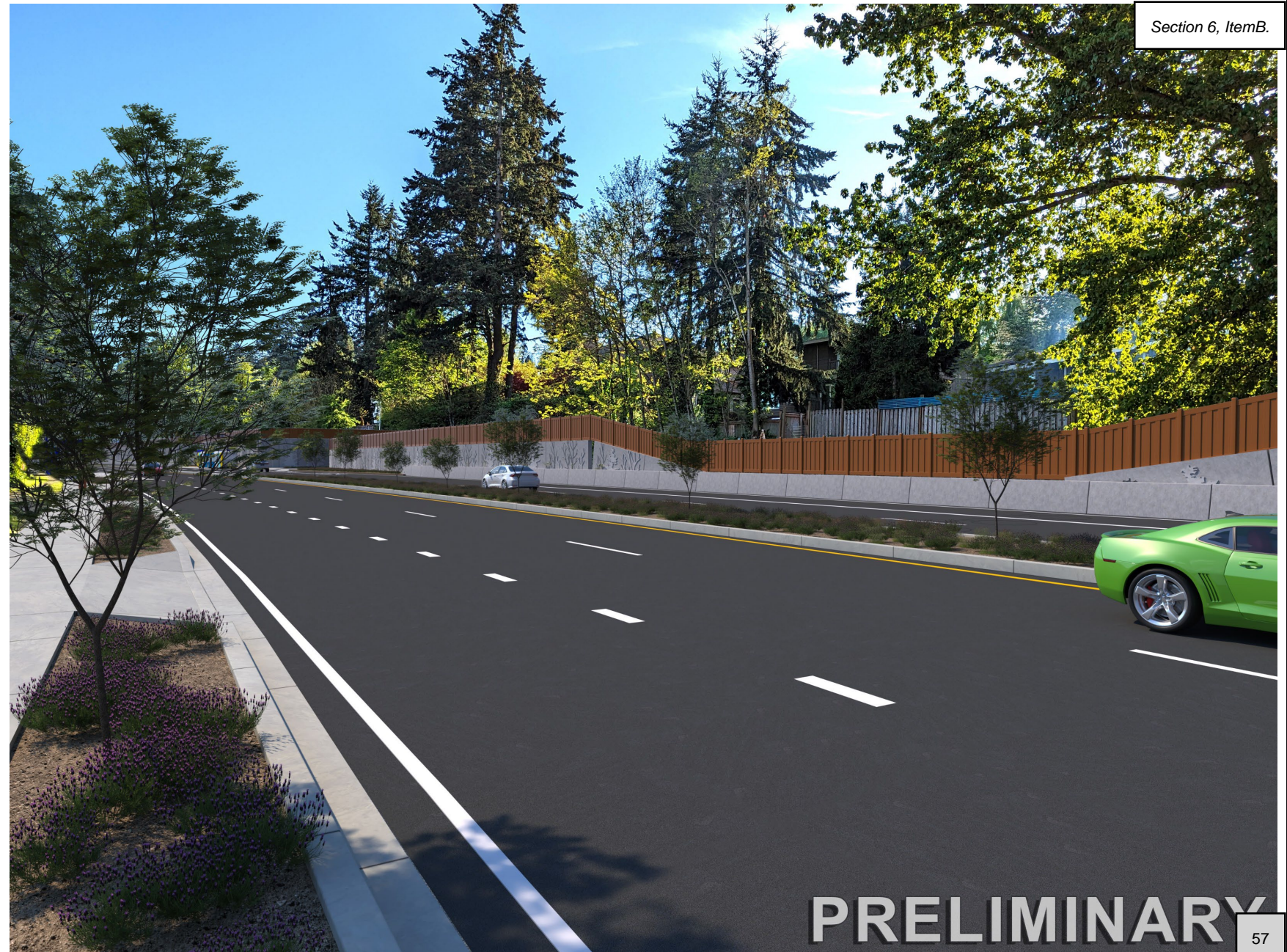
CURRENT
WEST VIEW
FROM
NE 157 PL



Section 6, Item B.

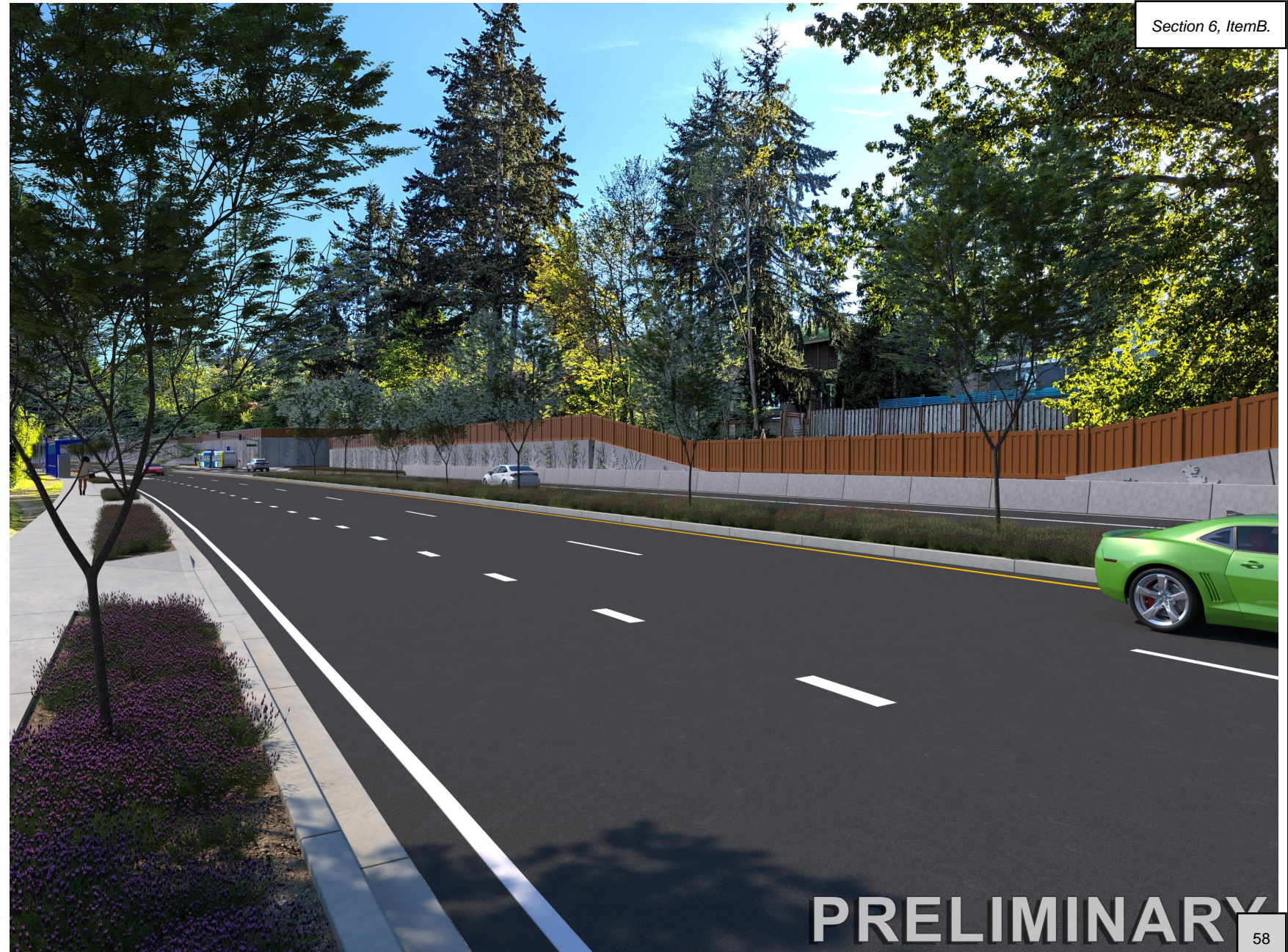
PROPOSED
WALL
RENDERING
YEAR 1

WEST VIEW
FROM
EAST OF
NE 165TH
BUS STOP



PROPOSED
WALL
RENDERING
YEAR 5

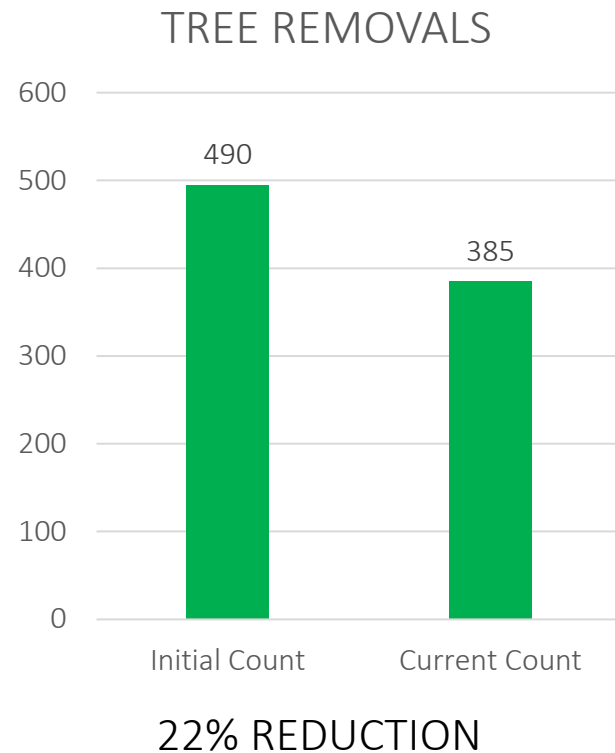
WEST VIEW
FROM
EAST OF
NE 165TH
BUS STOP



Section 6, Item B.

PRELIMINARY

TREE REMOVALS AND REPLACEMENTS



KING COUNTY REPLACEMENT PROGRAM

KEY ELEMENTS OF THE AGREEMENT:

- CORRIDOR IDENTIFICATION FOR PLANTINGS
- SET PLANTING TARGET FOR TREES, SHRUBS, UNDERSTORY
- DETERMINES FUNDING TO KCD FOR FULL PLANTING AND MAINTENANCE OBLIGATIONS
- KCD AND CITY ESTABLISH MILESTONES. KCD PERFORMS THE WORK TO REACH THE ESTABLISHED MILESTONES

PROJECT STAGING AREAS WILL NOT BE IN LAKE FOREST PARK

**CITY OF LAKE FOREST PARK
CITY COUNCIL BUDGET AND FINANCE COMMITTEE MEETING MINUTES
May 18, 2023**

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

Budget & Finance Committee members present: Tom French, Deputy Mayor; Councilmember Semra Riddle

Budget & Finance Committee members absent: Jon Lebo

Councilmembers present: Tracy Furutani, Larry Goldman, Phillippa Kassover

Councilmembers absent: Lorri Bodi

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

Others present: 2 visitors

CALL TO ORDER

Deputy Mayor French called the May 18, 2023, City Council Budget and Finance Committee meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Cmbr. Riddle moved to approve the agenda as presented. **Deputy Mayor French seconded. The motion to adopt the agenda as presented carried, with Cmbr. Lebo absent.**

DIRECTOR'S REPORT

April 2023 Budget Monitoring Dashboard

Finance Director Vaughn presented the April 2023 budget monitoring dashboard.

Capital Improvement Projects Update

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

1 **CITIZEN COMMENTS**

2
3 There was no one in the audience wishing to speak.

4
5 **ADJOURNMENT**

6
7 There being no further business, Deputy Mayor French adjourned the meeting at 6:27 p.m.

8
9
10 _____
11 Tom French, Deputy Mayor

12
13 _____
14 _____
15 Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL MEETING MINUTES
May 18, 2023**

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

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

Councilmembers absent: Cmbr. Lorri Bodi

Staff present virtually: Jeff Johnson, Mayor; Kim Adams Pratt, City Attorney; Steve Bennett, Planning Director; Matt McLean, City Clerk

Others present: 5 visitors

CALL TO ORDER

Mayor Johnson called the May 18, 2023 City Council special meeting to order at 6:30 p.m.

FLAG SALUTE

Mayor Johnson led the Pledge of Allegiance.

ADOPTION OF AGENDA

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

At this time, Cmbr. Lebo stated he would recuse himself from further discussion of the retaining wall ordinance because Sound Transit employs him; and, while he feels there is no direct conflict with his position there, the ordinance does directly affect Sound Transit, and it may appear there is a conflict of interest. He does not want it to become a distraction.

Continued Discussion Regarding Retaining Wall Guidelines

City Attorney Pratt and Director Bennett presented the item and responded to questions.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:00 p.m.

Jeff Johnson, Mayor

Matthew McLean, City Clerk

DRAFT

CITY OF LAKE FOREST PARK
COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES
May 22, 2023
6:00 PM

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

Councilmember absent: Phillippa Kassoover, Council Vice-Chair, and Councilmember Lorri Bodi

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Steve Bennett, Planning Director; Jeff Perrigo, Public Works Director; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Deputy Mayor French called the May 22, 2023 Committee of the Whole meeting to order at 6:00 p.m.

Citizen Comments

- There were no comments from the public

Amendments to the Tree Code Related to Tree Permits in Rights-of-Way

Planning Director Bennett presented the item and responded to questions. Council discussion followed.

Continued Discussion on Governance Manual Revisions

The Council continued discussion on the proposed revisions on the Governance Manual.

Adjournment

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

Tom French, Deputy Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
May 25, 2023**

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

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

Councilmembers absent: Cmbr. Bodi (excused)

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Cory Roche, Environmental and Sustainability Specialist; Matt McLean, City Clerk

Others present: 12 visitors

CALL TO ORDER

Mayor Johnson called the May 25, 2023 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Kassover led the Pledge of Allegiance.

ADOPTION OF AGENDA

Deputy Mayor French moved to approve the agenda, amended to remove Final Confirmation, as the applicant could not be present this evening. **Cmbr. Riddle seconded. The motion to approve the agenda as amended carried unanimously.**

PROCLAMATION – National Gun Violence Awareness Day

Mayor Johnson read a proclamation for National Gun Violence Awareness Day, June 2, 2023.

PROCLAMATION – Pride Month

Cmbr. Goldman read a proclamation for Pride Month, June 2023.

CITIZEN COMMENTS

Mayor Johnson invited comments from the audience:

- Jeff Snedden, LFP resident (Sound Transit)
- Dick Harris, LFP resident (Sound Transit)
- Vicki Scuri, LFP resident (Sound Transit)
- Tamara Erickson (gun violence awareness day rally)

CONSENT CALENDAR

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

1. May 11, 2023 City Council Work Session Meeting Minutes
2. May 11, 2023 City Council Regular Meeting Minutes
3. Approval of City Expenditures for the Period Ending May 25, 2023, covering Claims Fund Check Nos. 84901 through 84953, in the amount of ; \$319,757.46; Payroll Fund ACH transactions in the amount of \$163,908.15; and direct deposit transactions in the amount of \$167,107.13; additional ACH transactions are Elavon, \$729.57; Invoice Cloud, \$1,909.10; Lexis Nexis, \$132.60; total approved Claims Fund transactions \$486,436.88
4. Resolution 23-1899/Authorizing the Mayor to Sign the Amendment between the State of Washington Recreation and Conservation Office and the City of Lake Forest Park for Increased Acquisition and Demolition Funding for the Lakefront Property

RESOLUTION 23-1898/Authorizing the Mayor to Sign a Memorandum of Agreement to the January 1, 2022, through December 31, 2024, Collective Bargaining Agreement between the City of Lake Forest Park and the Lake Forest Park Police Guild

City Administrator Hill presented the item and responded to questions.

Deputy Mayor French moved to approve as presented Resolution 23-1898/Authorizing the Mayor to Sign a Memorandum of Agreement to the January 1, 2022, through December 31, 2024, Collective Bargaining Agreement between the City of Lake Forest Park and the Lake Forest Park Police Guild. **Cmbr. Goldman seconded. The motion to approve as presented Resolution 23-1898 carried unanimously.**

ORDINANCE 23-1266/Amending the 2023 Budgeted Positions and Salary Schedule Incorporated in Ordinance No. 1256 Adopting the 2023-2024 Biennial Budget

City Administrator Hill presented the item and responded to questions.

Deputy Mayor French moved to approve as presented Ordinance 23-1266/Amending the 2023 Budgeted Positions and Salary Schedule Incorporated in Ordinance No. 1256 adopting the 2023-2024 Biennial Budget. **Cmbr. Riddle seconded. The motion to approve as presented Ordinance 23-1266 carried unanimously.**

COUNCIL DISCUSSION AND ACTION

- Brief discussion of the status of National Association of City Transportation Officials’ (“NACTO) and the Safe Streets Initiative
- Excuse Cmbr. Bodi’s absence

Cmbr. Riddle moved to excuse Cmbr. Bodi’s absence from the meeting. **Deputy Mayor French seconded. The motion to excuse Cmbr. Bodi’s absence from the meeting carried, with Cmbr. Lebo opposed.**

COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they attended. Mayor Johnson gave an update.

City Administrator Hill gave an update on the locking mailbox program status and the Sound Transit retaining wall.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:10 p.m.

Jeff Johnson, Mayor

Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
6/8/2023

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 84954 through 85001 in the amount of \$172,561.10, PAYROLL FUND ACH transactions in the amount of \$143,988.35 and DIRECT DEPOSIT transactions in the amount of \$158,361.13 are approved for payment this 8th day of June, 2023.

Additional approved transactions are:

Total approved claim fund transactions: \$316,549.45

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 06/01/2023 - 12:40PM
Batch: 00008.06.2023



Section 8, Item E.

CLAIM VOUCHER

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

CERTIFICATION

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	129,129.80
101	Street Fund	6,501.09
107	ARPA Fiscal Recovery Fund	7,541.85
302	Transportation Capital Fund	41.29
401	Sewer Utility Fund	457.74
403	Surface Water Fund	4,398.77
404	Surface Water Capital Fund	18,951.58
502	PW Contract Fund	138.85
631	Treasurer's Clearing Fund	5,400.13
Report Total:		172,561.10

Bank Reconciliation

Section 8, ItemE.

Checks by Date

User: dmeagher
 Printed: 06/01/2023 - 12:58PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
84954	6/8/2023	All Battery Sales & Service Inc.		AP		424.62
84955	6/8/2023	Axon Enterprise, Inc.		AP		2,217.78
84956	6/8/2023	Bulletin Brands Inc		AP		3,506.97
84957	6/8/2023	Carahsoft Technology Corp		AP		29,908.69
84958	6/8/2023	Cintas First Aid & Safety		AP		11.90
84959	6/8/2023	Code Publishing Company		AP		781.88
84960	6/8/2023	Costco Membership		AP		120.00
84961	6/8/2023	Daily Journal of Commerce		AP		225.60
84962	6/8/2023	Washington State Department of Transp		AP		41.29
84963	6/8/2023	Evermark, LLC		AP		1,051.44
84964	6/8/2023	Fire Safety Pros LLC		AP		1,838.99
84965	6/8/2023	Gray & Osborne, Inc.		AP		18,951.58
84966	6/8/2023	iPROMOTEu		AP		3,673.14
84967	6/8/2023	King County Dept of Natural Resources		AP		4,042.71
84968	6/8/2023	King County Finance		AP		8,772.02
84969	6/8/2023	King County Finance		AP		1,035.00
84970	6/8/2023	King County Pet License		AP		75.00
84971	6/8/2023	King County Regional Homelessness A		AP		16,344.00
84972	6/8/2023	King County Finance		AP		6,271.08
84973	6/8/2023	KDH Consulting, Inc		AP		138.85
84974	6/8/2023	Lakeside Industries, Inc.		AP		227.03
84975	6/8/2023	LFP Municipal Court		AP		161.00
84976	6/8/2023	City of Lake Forest Park		AP		1,083.50
84977	6/8/2023	35 and 104, LLC		AP		7,541.85
84978	6/8/2023	Milne Electric Inc		AP		1,194.99
84979	6/8/2023	Louise Morehead		AP		140.00
84980	6/8/2023	Northshore Utility District		AP		139.88
84981	6/8/2023	Office Depot, Inc.		AP		1,158.51
84982	6/8/2023	Pacific Air Control, Inc.		AP		303.05
84983	6/8/2023	Pacific Office Automation		AP		469.45
84984	6/8/2023	The Part Works Inc.		AP		3,507.20
84985	6/8/2023	LEPS-PSS, PLLC		AP		900.00
84986	6/8/2023	Shoreline Fire Department		AP		120.00
84987	6/8/2023	Stewart MacNichols Harmell, Inc., P.S.		AP		7,500.00
84988	6/8/2023	Snohomish Co Sheriff's Office		AP		40,284.88
84989	6/8/2023	Snohomish County Sheriff's Office		AP		2.11
84990	6/8/2023	Staples Advantage		AP		1,302.37
84991	6/8/2023	State Treasurer's Office		AP		5,164.13
84992	6/8/2023	Yoseph Teklemariam		AP		126.00
84993	6/8/2023	Tam Boy Triton Group EHM		AP		260.00
84994	6/8/2023	Timothy Gottesman		AP		10.21
84995	6/8/2023	Wen Ci		AP		71.42
84996	6/8/2023	Sanda Inc		AP		29.15
84997	6/8/2023	Sanda Inc		AP		221.55
84998	6/8/2023	Sanda Inc		AP		122.43
84999	6/8/2023	Lindsey Vaughn		AP		455.35

Check No	Check Date	Name	Comment	Module	Clear Date	Section 8, Item E.
85000	6/8/2023	The Watershed Company		AP		352.50
85001	6/8/2023	Eduardo Zaldibar		AP		280.00
						=====
Total Check Count:						48
						=====
						=====
Total Check Amount:						172,561.10
						=====



Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
 Printed: 6/1/2023 12:58 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	05/23/2023	34,773.02
ACH	NAVIA	Navia Benefit Solutions, Inc.	05/23/2023	272.62
ACH	NAVIAFSA	Navia - FSA	05/23/2023	326.27
ACH	TEAMDR	National D.R.I.V.E.	05/23/2023	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	05/23/2023	1,015.76
ACH	WASUPREG	Washington State Support Registry	05/23/2023	180.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	05/23/2023	6,551.32
ACH	ZAWC	AWC	05/23/2023	1,542.62
ACH	ZEMPSEC	Employment Security Dept.	05/23/2023	454.21
ACH	ZGUILD	LFP Employee Guild	05/23/2023	650.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	05/23/2023	28,758.30
ACH	ZL&I	Washington State Department of Labor & I	05/23/2023	5,627.86
ACH	ZLEOFF	Law Enforcement Retirement	05/23/2023	11,728.28
ACH	ZLFPIRS	Lake Forest Park/IRS	05/23/2023	28,266.65
ACH	ZPERS	Public Employees Retirement	05/23/2023	23,281.66
ACH	ZTEAM	Teamsters Local Union #117	05/23/2023	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	05/23/2023	353.05
Total for 5/23/2023:				143,988.35
Report Total (17 checks):				143,988.35

Bank Reconciliation

Checks by Date

User: dmeagher
Printed: 06/01/2023 - 1:01PM
Cleared and Not Cleared Checks



Section 8, Item E.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/23/2023		DD 00523.05.2023	PR		158,361.13
Total Check Count:						1
Total Check Amount:						158,361.13



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 8, 2023
Originating Department	Executive and Police Department
Contact Person	Kim Adams Pratt, City Attorney
	Phil Hill, City Administrator and Mike Harden, Chief of Police
Title	Ordinance 23-1268/Amending Chapter 9.04 of the Lake Forest Park Municipal Code, State Criminal Code Provisions.

Legislative History

- First Presentation – June 8, 2023, regular City Council meeting

Attachments:

1. Draft Ordinance 23-1268 amending Chapter 9.04 of the Lake Forest Park Municipal Code, State Criminal Code Provisions

Summary

Chapter 9.04, State Criminal Code Provisions, of the Lake Forest Park Municipal Code (“LFPMC”), governs misdemeanor and gross misdemeanor crimes committed in the City. Review of the City’s criminal code was spurred recently by the State Legislature’s failure to act and then its action taken in special session regarding controlled substances, counterfeit substances, legend drugs, and drug paraphernalia.

Portions of Chapter 9.04 LFPMC were adopted almost 40 years ago, and a recent review identified a need to clarify and add detail to the City Council’s intent for misdemeanor and gross misdemeanor crimes. Amendments include explicit adoption of future amendments by the State Legislature; explicit adoption of class C felonies for the purpose of charging attempt, solicitation, and conspiracy as a gross misdemeanor; and deleting a reference to the Sheriff.

Fiscal & Policy Implications

No fiscal or policy implications are anticipated.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Adopt	The City Council's intent will be clarified, and additional details added regarding authority to prosecute misdemeanor and gross misdemeanor crimes.
<ul style="list-style-type: none">• Do not adopt	Prosecutions will continue without clarification or update of the City Council's intent.

Staff Recommendation

Adopt Ordinance 23-1268 amending Chapter 9.04 LFPMC, State Criminal Code Provisions.

ORDINANCE NO. 23-1268

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 9.04 OF THE LAKE FOREST PARK MUNICIPAL CODE, STATE CRIMINAL CODE PROVISIONS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Forest Park ("City") created Chapter 9.04, State Criminal Code Provisions, of the Lake Forest Park Municipal Code ("LFPMC") to govern misdemeanor and gross misdemeanor crimes committed in the City; and

WHEREAS, although updated over the years, portions of Chapter 9.04 LFPMC were adopted almost 40 years ago; and recent amendments by the State Legislature for misdemeanor and gross misdemeanor crimes prompted a review of the Chapter and proposed amendments to add clarity of the intent of the City Council; and

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 amend chapter 9.04. State Criminal Code Provisions, as follows:

9.04.10 Adoption generally.

A. In addition to the RCW sections that are specifically adopted by reference in Title 9 LFPMC, All RCW sections that constitute misdemeanors and gross misdemeanor and the RCW sections necessary for the investigation, arrest, prosecution, sentencing, confinement, and enforcement of the misdemeanors and gross misdemeanors are hereby criminal behavior as defined by state enactment is adopted by reference by the city as they now exist or may hereafter be amended, renumbered or recodified, as though such sections were set forth fully herein;

B. All class C felony crimes set forth in the RCW are hereby adopted by reference for the purposes of charging a gross misdemeanor for a violation of any of the crimes set forth in Chapter 9A.28 RCW. The adoption of class C felonies are subject to the provisions of subsection A of this section and of Title 9 LFPMC.

C. and The city municipal court is given jurisdiction to prosecute such misdemeanors and gross misdemeanor either by citation referencing this chapter or the applicable state statute; and further provided, that police officers of the city shall, to the extent provided by state law, have the authority and jurisdiction to arrest for and initiate citation and prosecution for violations of state enactments by authority of this chapter.

Commented [KAP1]: Chapter 9A. RCW is titled "Anticipatory Offenses." It provides that criminal attempt, solicitation, and conspiracy of a class C felony may be charged as a gross misdemeanor.

9.04.012 Adoption of additional state laws.**9.04.020 City penalties same as state.**

The maximum or minimum penalty for an act that constitutes a crime under the LFPM City law shall be the same as the penalty prescribed for that crime under state law. as they now exist or may hereafter be amended, renumbered or recodified, as though such sections were set forth fully herein.

9.04.030 RCWs available to the public.

The enactments of the State Legislature adopted by reference in this chapter are available in the Revised Code of Washington. A copy of the Revised Code of Washington containing such enactments shall be made available for the use and examination by the public.

9.04.040 Disposition of fines and forfeitures.

All fines and forfeitures collected upon conviction or upon the forfeiture of bail of any person charged with a violation of any of the provisions of this chapter shall be paid into the general fund of the city.

9.04.050 Disposal of forfeited firearms.

Firearms that are: (A) judicially forfeited and no longer needed for evidence; or (B) forfeited due to a failure to make a claim under RCW 63.32.010 ~~or RCW 63.40.010~~; and not retained by the Lake Forest Park police department subject to RCW 9.41.098, ~~must~~ may either be destroyed, traded, or arranged for auction by the chief of police pursuant to RCW 9.41.98(2)(b), except that antique firearms or firearms of historical significance under RCW 9.41.098 must be auctioned or traded to licensed dealers. All proceeds of an auction shall be placed in the general fund.

Commented [KA2]: RCW 63.40 is applicable to unclaimed property in the hand of the Sheriff.

Commented [KA3]: FYI - RCW 9.41.098(2)(2)(a) provides for disposal in any manner determined by the City Council. "Upon order of forfeiture, the court in its discretion may order destruction of any forfeited firearm. A court may temporarily retain forfeited firearms needed for evidence. (a) Except as provided in (b), (c), and (d) of this subsection, firearms that are: (i) Judicially forfeited and no longer needed for evidence; or (ii) forfeited due to a failure to make a claim under RCW 63.32.010 or 63.40.010; may be disposed of in any manner determined by the local legislative authority. Any proceeds of an auction or trade may be retained by the legislative authority. This subsection (2)(a) applies only to firearms that come into the possession of the law enforcement agency after June 30, 1993."

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 the Lake Forest Park City Council this XXX day of XXX, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 8, 2023
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator Kim Adams Pratt, City Attorney
Title	King County Opioid Abatement Council Memorandum of Understanding

Legislative History

- First Presentation – City Council Regular Meeting, April 28, 2022, Resolution 1845 executing the One Washington Memorandum of Understanding
- Second Presentation – City Council Regular Meeting, June 8, 2023, Resolution 23-1901 regarding the King County Regional Agreement Opioid Abatement Council

Attachments:

1. Resolution 23-1901 regarding the King County Regional Agreement Opioid Abatement Council
2. King County Regional Agreement Opioid Abatement Council
3. One Washington Memorandum of Understanding – AG 22-017

Executive Summary

The City Council adopted Resolution 1845 entering into the One Washington Memorandum of Understanding (MOU) in April of 2022, which addressed how the opioid settlement funds are allocated among the participating local jurisdictions.

Section C of the MOU requires that each region form an Opioid Abatement Council (OAC) to oversee the opioid fund distribution actions of the cities within that region. King County is a region under the MOU and the King County Regional Agreement Opioid Abatement Council (KC Agreement OAC) is presented for Council consideration to carry out Section C of the MOU.

Background

As anticipated in Section C.4. j. of the One Washington MOU, Section B of the KC Agreement OAC, lays out the duties of the OAC for the review of Opioid Fund expenditures by the cities within the region. The OAC does not make decisions on cities' or counties' funding or use of funds unless a jurisdiction decides not to use their money. This agreement proposes King County serve as the OAC Administrator.

As anticipated in Section C. 4. e. of the One Washington MOU, Section 6. B. of the KC Agreement OAC, identifies that each entity shall contribute 10% of its allocated Opioid Funds on an annual basis to fund the OAC Administrative costs. The MOU anticipates cities paying for the administrative costs either through a complicated draw of that city's REET funds, or other method as agreed between the city and King County Treasury. For transparency, the Administration will request that the city be invoiced directly. With the current allocation to the city, this would be approximately \$420 per year.

The City is required to maintain all records related to opioid funds for no less than five (5) years and make those records available to members of the OAC for the annual review and any member of the public requesting such through a public records request (PRR). Since no separate legal entity is created, the public would have to make PRR's to each individual city if they wanted documents relating to the OAC, rather than having one party hold them all and handle PRRs. Here, King County is the administrator of this agreement, so presumably they will have the most records, and cities like LFP can then just handle their own requests.

Fiscal & Policy Implications

Future policy discussion will focus on how the city intends to allocate funding. A couple of examples include a direct allocation to a service provider or partnering with other jurisdictions to have a larger regional impact.

The fiscal implications related to the city distributing opioid funds will be the staff time necessary to track and report those distributions to the OAC and the State Auditor, responding to any public records requests, and the administrative costs of 10% of the opioid funds received annually by the city. No additional staff should be necessary to comply.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Approve the Resolution 	The Mayor will execute the King County Agreement Opioid Abatement Council.
<ul style="list-style-type: none"> Decline to approve the Resolution. 	Continue discussions with King County regarding an Opioid Abatement Council agreement that is required by the One Washington MOU.

Staff Recommendation

Review the proposed King County Agreement OAC and provide the Administration with any questions or direction for the anticipated action on June 22, 2023.

RESOLUTION NO. 23-1901

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE THE KING COUNTY
REGIONAL AGREEMENT OPIOID ABATEMENT COUNCIL**

WHEREAS, the State of Washington and other local governments have engaged in litigation with entities who manufacture, distribute, and dispense prescription opioids; and

WHEREAS, the opioid litigation has resulted in various settlements and/or judgments with direct money payments to be made to the state and its eligible political subdivisions; and

WHEREAS, the One Washington Memorandum of Understanding Between Washington Municipalities (the "MOU"), AG-22-017, previously approved by City Council Resolution 1845 requires the formation of opioid abatement councils by region; and

WHEREAS, the City Council finds it is in the City's best interest to enter into the King County Regional Agreement Opioid Abatement Council to create the opioid abatement council as required by the MOU.

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 King County Regional Agreement Opioid Abatement Council as incorporated in 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 _____ day of _____ 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1901

KING COUNTY REGIONAL AGREEMENT OPIOID ABATEMENT COUNCIL

This regional agreement for an opioid abatement council is entered into among King County and the cities of Auburn, Bellevue, Bothell, Burien, Covington, Des Moines, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Mercer Island, Newcastle, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Snoqualmie, Tukwila and Woodinville, each a “Party” and jointly “Parties.”

SECTION 1. RECITALS

WHEREAS, the State of Washington and other local governments have engaged in litigation with entities who manufacture, distribute, and dispense prescription opioids; and

WHEREAS, the opioid litigation has resulted in various settlements and/or judgments with direct money payments to be made to the state and its eligible political subdivisions; and

WHEREAS, the One Washington Memorandum of Understanding Between Washington Municipalities (“the MOU”), attached hereto with Exhibits A, B, and C, and incorporated by reference, which has been previously approved and executed by the Parties, requires the formation of an opioid abatement council; and

WHEREAS, the undersigned Parties do hereby adopt and implement this Agreement for the creation of the King County Regional Opioid Abatement Council (“OAC”), to be bound by the terms of this Agreement, the MOU and exhibits thereto, the settlement agreement provisions, and any applicable state statute(s).

NOW, THEREFORE, it is hereby agreed by the Parties:

SECTION 2. DEFINITIONS

1. “Approved Purposes” refers to the strategies specified and set forth in Exhibit A to the MOU.
2. “OAC Administrator” shall mean King County, the Party who shall perform the duties assigned to the OAC Administrator in Section 4.C.
3. “Opioid Funds” shall mean monetary amounts obtained through a settlement, judgment or any other manner from the Opioid Litigation.
4. “Opioid Litigation” shall mean the litigation between state and/or local jurisdictions and Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health, and McKesson; and the national opioid settlement agreements involving Teva Pharmaceutical Industries, Allergan, Walgreens, Walmart, and CVS.
5. “National Settlement Agreement(s)” or “Settlement(s)” means the national opioid settlement agreements involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health, and McKesson; and the national opioid settlement agreements involving Teva Pharmaceutical Industries, Allergan, Walgreens, Walmart, and CVS.

SECTION 3. PARTICIPATING ENTITIES

The Parties to this Agreement are the political subdivisions in King County entitled to direct payment of Opioid Funds pursuant to the National Settlement Agreements derived from the Opioid Litigation.

SECTION 4. CREATION OF THE KING COUNTY REGIONAL OAC

Consistent with the MOU Exhibits A, B and C, the Parties create and establish the OAC to perform the duties and functions set forth in the MOU and herein.

A. OAC Members

1. **Membership** – Representation on the OAC shall be roughly proportional to Opioid Fund distribution with a total of four party representatives: two from King County, one from the City of Seattle, and one chosen by the Sound Cities Association (SCA). All persons who serve on the OAC must have prior work or educational experience pertaining to one or more of the Approved Purposes.
2. **Chair** – As the OAC Administrator, one of the King County representatives to the OAC shall be the chairperson to preside at and lead all meetings of the OAC and to act as the representative of the OAC in any matters contemplated by the MOU. The chairperson is entitled to vote on all OAC business and at King County's discretion, the role of the chairperson may alternate between the two King County OAC representatives.
3. **OAC Vacancies** – In the event the OAC has a vacancy, the Party or Parties whose representative vacated the position shall select a new member for the OAC.
4. **Alternates** – Parties may designate alternate representatives to serve on the OAC in the absence of the Party or Parties' primary representative. Alternates must meet the same work/educational experience requirements as primary representatives.

B. Duties of the OAC

1. **Oversight** – As provided in this Agreement, the OAC shall monitor distribution, expenditure, re-allocation, and dispute resolution related to the Parties' allocations of Opioid Funds for Approved Purposes within the King County Region.
2. **Data Requirements** – The OAC shall determine what data and in what form and under what timelines the Parties must provide to the OAC Administrator regarding the Parties' Opioid Fund allocation expenditures.
3. **Reports** – The OAC shall annually review reports prepared by the OAC Administrator of the Parties' Opioid Funds allocation expenditures for compliance with the Approved Purposes and the terms of the MOU and any Settlement.
4. **Re-Allocation of Opioid Funds** – If the OAC is notified that a Party will forego some or all of its allocation of Opioid Funds, the OAC shall:
 - (i) Request and then approve or deny proposals from other Parties and/or community groups for use of the allocation within the King County Region; and
 - (ii) Direct the trustee responsible for releasing Opioid Funds to distribute the allocation to the Party(ies) and/or community group(s) whose proposals were approved by the OAC.

5. **Reporting** – The OAC shall report and make publicly available all decisions on Opioid Fund allocation and re-allocation applications, proposals, distributions, and expenditures by the OAC and the Parties.
6. **Dashboard** – The OAC shall develop and maintain a centralized public dashboard or other repository for the publication of expenditure data from the OAC and the Parties that receive Opioid Funds. The dashboard or repository shall be updated at least annually.
7. **Outcome Data** – If necessary, the OAC shall require and collect additional outcome-related data from the Parties to evaluate the use of the Opioid Funds. The OAC shall work with the Parties to determine the type of outcome data to be collected.
8. **Complaints** – The OAC shall establish a process for hearing complaints and resolving disputes by Parties regarding the alleged failure of the OAC or a Party to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
9. **Noncompliance** – If the OAC finds that a Party's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes of the MOU, or that the Party otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Party. Such remedial action is left to the discretion of the OAC and may include notifying the Settlement Fund Administrator of the noncompliant expenditure(s) and requesting suspension of direct payments to the offending Party and re-allocation by the OAC consistent with Section B.4.

C. Duties of the OAC Administrator

1. **Receipt of Expenditure Reports** – The OAC Administrator shall receive and maintain the expenditure reports provided by the Parties pursuant to Section D.8 and shall provide them to the members of the OAC for the annual review required under Section B.3.
2. **Re-Allocation** – The OAC Administrator shall be responsible for requesting proposals, notifying the Settlement trustee as required, and maintaining records of distribution decisions for Opioid Funds subject to re-allocation under Section B.4.
3. **Reporting** –
 - (i) The OAC Administrator shall fulfill the OAC's responsibilities for collecting data, preparing reports, and making information publicly available, including through the development, maintenance, and annual updating of a centralized public dashboard or other repository.
 - (ii) The OAC Administrator shall set deadlines for the Parties to submit data to the OAC and the OAC shall not be responsible for any deficiencies in data or reports due to the failure of a Party to meet those deadlines or the reporting requirements under Section D.
 - (iii) Nothing in this Section C shall relieve a Party of its responsibilities to maintain, report, and produce data or records as required by Section D, the MOU, and/or any Settlement Agreement.
4. **Outcome Data** – If the OAC determines that outcome-related data will be collected, the OAC Administrator will receive such data from the Parties and prepare any related reports as directed by the OAC.

5. **Records Retention** – The OAC Administrator shall maintain OAC records for no less than five (5) years and shall make such records available for review by other Parties or the public. Records requested by the public shall be produced in accordance with the Washington Public Records Act, chapter 42.56 RCW. Nothing in this section supplants any Party's obligations to retain and produce its own records as provided in this Agreement.
6. **Accounting of Administrative Expenses** – The OAC Administrator shall prepare the annual accounting of OAC administrative expenses.

D. Duties of the Parties

1. **Notice of OAC Representative** – Parties shall notify the OAC Administrator of its OAC representative and alternate, if any, and shall timely fill vacancies.
2. **Use and Distribution of Opioid Funds** – Parties shall maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes.
3. **Notice to Forego Allocation** – If a Party chooses to forego its allocation of Opioid Funds, it will notify the OAC so the funds can be re-allocated as provided in Section B.4. A Party's notice that it will forego its allocation of Opioid Funds shall apply to all future allocations unless the Party notifies the OAC otherwise. A Party is excused from the reporting requirements set forth in this Agreement for any allocation of Opioid Funds it foregoes.
4. **Allocation Amount** – If a Party disputes the amount it receives from its allocation of Opioid Funds, the Party shall resolve the dispute with the Settlement Fund Administrator. However, the Party shall alert the OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert the OAC within this timeframe shall not constitute a waiver of the Party's right to seek recoupment of any deficiency in its allocation.
5. **Collaboration** – Parties may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds as long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the MOU and the Settlements.
6. **Proposal Methodology** – Parties shall develop and implement a methodology for obtaining, receiving, and reviewing proposals for use of their allocation of Opioid Funds.
7. **Community-Based Input** – Parties shall ensure an opportunity for community-based input on priorities for Opioid Fund allocation strategies.
8. **Reporting** – Parties shall report to the OAC Administrator on all expenditures of Opioid Fund allocations. The specific data to be provided shall be determined by the OAC.
9. **OAC Administrative Payment** – As further described in Section 6, beginning in 2023 each Party shall contribute 10% of its annual Opioid Funds allocation to pay for OAC Administrative Costs.
10. **Party's Administrative Costs** – After the 10% OAC Administrative Costs contribution, the administrative costs for a Party to administer its allocation of Opioid Funds shall not exceed 10% of the remaining allocation or actual costs, whichever is less.

11. **Records Retention** – Parties shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by other Parties, the OAC, or the public. Records requested by the public shall be produced in accordance with the Washington Public Records Act, chapter 42.56 RCW. Records requested by another Party or the OAC shall be produced within twenty-one (21) days of the date the record request was received. Nothing in this Agreement supplants any Party’s obligations under the Washington Public Records Act.

SECTION 5. OAC ACTION

- A. The OAC shall take action by way of motion and such motions shall be adopted if approved by a favorable majority vote.
- B. Any action by the OAC shall not be effective unless approved by a quorum of the members. The OAC quorum shall be a simple majority of its members.

SECTION 6. FINANCING OF OAC ADMINISTRATIVE COSTS

- A. The OAC Administrator shall act as the fiscal agent for the OAC and shall hold funds and pay, either directly or through reimbursement, administrative costs related to the OAC (“OAC Administrative Costs”).
- B. Beginning in 2023, each Party shall contribute 10% of its allocation of Opioid Funds to an appropriate fund held by King County Treasury to pay for OAC Administrative Costs. The OAC Administrator shall annually calculate and notify each Party and King County Treasury of the amount of each Party’s required contribution. Within 90 (ninety) days of receiving notification, King County Treasury shall transfer the appropriate amounts from each Party’s Real Estate Excise Tax (REET) account to the OAC Administrative Costs fund. King County Treasury and a Party may agree on a procedure other than REET transfer for accepting a Party’s contribution.
- C. Each Party’s share of responsibility for annual OAC Administrative Costs shall be proportionate to the number of Opioid Funds the Party received in that year as compared to the amount received by other Parties.
- D. OAC administrative expenses shall not exceed 10% of the Parties’ combined annual Opioid Funds received or actual costs, whichever is less. This does not preclude a Party from using 10% of its remaining allocation of Opioid Funds, after it’s OAC Administrative Cost contribution, for its own administrative costs as outlined in the MOU and in Section D.10.
- E. Beginning in 2024, the OAC Administrator shall provide the Parties with an annual accounting for the prior year (July 1 to June 30) of all actual OAC Administrative Costs along with the allocation showing each Party’s proportionate share of the costs.
- F. If the amount contributed by a Party to the OAC Administrative Costs fund under Section 6.B in a year exceeds that Party’s proportionate share of the OAC Administrative Costs for that year,

King County Treasury shall retain the excess amount in the OAC Administrative Costs fund and reduce that Party's required contribution for the following year by that same amount. Any excess contributions remaining in the fund after termination and payment of all OAC Administrative Costs will be returned to the contributing Party for use as authorized by the MOU.

SECTION 7. DURATION

This Agreement shall be effective for the time period that the political subdivisions receive payments under any of the Opioid Litigation claims and shall continue to be effective until one year after the final payment of such funds.

SECTION 8. TERMINATION

This Agreement shall be self-terminating one year after the final distribution of funds and all reporting finalized through or by the Parties to the MOU.

SECTION 9. MODIFICATIONS OR AMENDMENTS

This Agreement may be modified or amended upon written agreement by all participating Parties, except that the OAC may amend the definitions of Opioid Litigation and National Settlement Agreements in order to make this Agreement applicable to future opioid litigation settlements. Any modifications or amendments to the Agreement must be consistent with the terms of the MOU and the Settlements.

SECTION 10. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

SECTION 11. ENTIRE AGREEMENT

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on any Party.

SECTION 12. SEVERABILITY

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

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

SECTION 13. NON-DISCRIMINATION

The Parties, their employees, and agents shall not discriminate against any person based on any reason prohibited by Washington state or federal law as adopted or subsequently amended.

SECTION 14. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION 15. GOVERNING LAW; VENUE

This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only in courts of competent jurisdiction within King County, Washington, unless relocation or commencement elsewhere is required by law.

WHEREFORE, the undersigned executive authorities do hereby approve and adopt the Agreement as set forth herein.

Done on this ____ day of _____, 2023.

Name and Title _____
On Behalf Of _____

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

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This One Washington Memorandum of Understanding Between Washington Municipalities is signed this 28th day of APRIL, 2022 by:



Name & Title Jeff Johnson, Mayor

On behalf of City of Lake Forest Park (King County)

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
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Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

Section 10, ItemA.

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

Section 10, Item A.

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

MEMORANDUM

DATE: June 5, 2023
TO: Steve Bennett, AICP, Planning Director
FROM: Brian Way, PLA, ASLA, Landscape Architect
SUBJECT: Review of planting requirements in LFP Retaining Wall Design Guidelines

The professional opinions and recommendations noted below are being provided as a response to your request for PACE to review the vine coverage requirement in the Draft Lake Forest Park Retaining Wall Design Guidelines, dated May 11, 2023.

The coverage requirement is stated in provision 2. of the Retaining Wall Design Guidelines is that vine plantings on a wall reach a coverage of 30% of the wall front surface within 36 months, while also being drought tolerant, and not requiring permanent irrigation.

It is my opinion that without meeting certain considerations, achieving the 30% coverage within 36 months requirement would be extremely difficult. I would instead recommend a more flexible approach, considering the constraints of each retaining wall location and design.

Items for consideration:

1. Wall Height: Wall coverage represented as a percentage as a general requirement to be used on a variety of projects with varying wall heights will be a difficult metric to achieve. Planting in greater density or frequency along the base of the wall will not guarantee greater overall wall coverage in the 36-month timeframe, especially for taller walls.

Recommendation:

Require that the design specify spacing of the vines for (1) eventual full coverage of a wall or (2) partial coverage in coordination with the approved architectural finish. An on-center plant spacing based on the species selected should be specified and then reviewed to verify the design intent. As an example, the species noted in the next paragraph could be installed at 6 feet on-center if no permanent irrigation is installed or spaced further apart at 10 feet on-center with an irrigation system for similar results. In addition to planting at the base of the retaining wall, encouraging installation of draping plant material above the wall can help mitigate the limited planting area.

Growth Rate and Plant Selection: There are only a few possible self-supporting vine selections for this region, typically Boston Ivy, Virginia Creeper, or Silvervein Creeper. With the expectation of the vigorous growth rate (36 months) while also being drought tolerant and not requiring a

permanent irrigation system, only the hardiest of these plants, likely Boston Ivy, will be used for all projects. Another consideration is that all three of these self-supporting vines are deciduous, leaving only the bare branching vines visible through the winter months.

Recommendation:

Remove the specific timeframe of 36 months so as to not limit the plant selection. Consider allowing or encouraging a trellis/plant support to be attached to the retaining wall allowing for a greater variety of climbing plants.

No Permanent Irrigation system: The ability for the plants to survive without irrigation will need to be determined by their drought resistance and the available soil volume for each plant. Retaining walls that provide isolated confined planting pockets may not retain enough moisture to permit the plants to survive through the dry summer months of the Pacific Northwest without supplemental watering. Watering and maintenance is expected for all plant material during a typical plant establishment period of 2-3 years.

Recommendation:

Add additional language to the guidelines that allows for low flow irrigation (drip) in certain situations or requires supplemental hand watering during prolonged periods of drought or prohibits the use of retaining walls that would only provide small, confined planting pockets requiring supplemental watering.

Please contact me with any questions or concerns regarding this review.

Sincerely,



Brian Way, PLA, ASLA
Landscape Architect

ORDINANCE NO. 23-1270**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO RETAINING WALLS; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, large scale retaining walls in or adjacent to publicly owned rights-of-way can result in visual and physical blight, tree and vegetation removal, and become de facto landmarks identifying the City of Lake Forest Park (the "City")

WHEREAS, it is imperative that negative impacts of these retaining walls be mitigated with structural and aesthetic design, planting, and other mitigation measures; and

WHEREAS, it is imperative that these retaining walls that become significant, recognizable features in the City be integrated with and support the community identity; and

WHEREAS, chapter 12.50 of the Lake Forest Park Municipal Code ("LFPMC") would establish regulations for retaining walls in or adjacent to publicly owned right-of-way;

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act, Chapter 43.21C RCW, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance ("DNS") was issued on April 12, 2023; and

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

intent to adopt the proposed amendments on April 6, 2023, and received notice that the Department had granted expedited review on April 20, 2023; and

WHEREAS, the City Council held public meetings to review the proposed regulations during meetings on January 26, 2023; February 6, 2023, February 23, 2023, April 13, 2023, May 11, 2023, June 5, 2023, and June 8, 2023; and

WHEREAS, the City Council held a public hearing on May 11, 2023, regarding the proposed regulations.

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

Section 1. PRELIMINARY FINDINGS. The recitals and findings set forth above are hereby adopted as the City Council's preliminary findings in support of the interim development regulations imposed by this ordinance.

Section 2. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted creating Chapter 12.50 of the Lake Forest Park Municipal Code (LFPMC) as follows:

12.50.010 Purpose and intent.

The purpose and intent of this chapter is to:

- A. Recognize that while at the basic level, a retaining wall is a structure that holds or retains soil behind it, retaining walls can also result in visual and physical blight, tree and vegetation removal, impairment of gateway areas, and other impacts that require visual design, planting, and topographic, and aesthetic mitigation.
- B. Recognize that retaining walls can be built from different materials to achieve the strength required and achieve aesthetic goals;
- C. Require aesthetic design features that reflect the character of the community as adopted in Retaining Wall Design Standards;
- D. Recognize that retaining walls are frequently adjacent to noise sensitive areas such as residential dwelling units and other land uses that are noise sensitive and subject to inequitable noise impacts, which can be intensified by removal of vegetation and trees and/or by the reflected noise from retaining wall surfaces;
- E. Require proof of compliance with state regulations for noise attenuation, absorption, and transmission; recognize that compliance may be achieved through a variety of techniques and materials such as the use of tilted retaining walls to direct noise upward, large and small variations of façade to break up low to high frequencies, and sound reflection mitigation;

F. Require landscaping to avoid visual dominance of the retaining wall, potentially discourage graffiti, and add visual quality;

G. Encourage building material choices that ensure aesthetics, durability, maintenance, and cost; and

H. Promote cooperation between the State of Washington Department of Transportation (“WSDOT”), the City, and the project proponent.

12.50.020 Retaining wall construction and design.

A. Public benefit. Retaining walls located within the right-of-way shall be installed to benefit the general public by supporting or protecting public transportation infrastructure and shall not be for private development gain.

B. Application type.

1. An application for retaining wall construction and design approval shall be processed pursuant to the requirements in chapter 16.26 LFPMC for a Type III permit, administrative decision made by the code administrator. The Public Works director shall be the “code administrator” for the Type III permit decision.

2. For proposed retaining walls 25 feet or more in length and that propose removal of 10 or more trees that are either exceptional, landmark, or significant trees as defined in Chapter 16.14 LFPMC, a Neighborhood meeting shall be held pursuant to the requirements in LFPMC 16.26.050, provided however, that the Neighborhood meeting is not required to be held prior submittal of the application for the retaining wall.

3. For purposes of sending notice of the Neighborhood meeting under LFPMC 16.26.050(B), notice shall be mailed to owners of real property within 500 feet of either side of the right-of-way for the entire length of the retaining wall project. For purposes of sending the notice of application under LFPMC 16.26.040(D)(1)(b), notice shall be mailed to owners of real property within 500 feet of either side of the right-of-way for the entire length of the retaining wall project.

C. Transportation design manuals and regulations. Retaining walls located on private property or right-of-way that support or protect public transportation infrastructure shall, at a minimum, meet the requirements set forth in the latest edition of the Washington State Department of Transportation (WSDOT) Design Manual, Bridge Design Manual, and the International Building Code. These manuals and codes provide policies, procedures, and methods for developing and documenting design improvements to the transportation network.

1. The retaining wall construction type shall be the same from the highest to the lowest portion of each independent wall segment. Where walls are terraced or tiered, all

tiers/terraces shall consist of the same wall construction type for the length of each independent segment.

2. Concrete retaining walls shall be coated with a moisture barrier and anti-graffiti paint.

3. Total structural isolation is required for public and private retaining walls adjacent to each other.

4. The Public Works director may take into account long term maintenance requirements, constructability, and recommendations on same from the applicant's engineers and independent third-party engineers.

5. Easements may be required for the maintenance, operation, and replacement of the wall.

6. The applicant shall provide documentation of how the retaining wall design satisfies, or exceeds, applicable WSDOT traffic noise policy and procedures.

7. Prior to issuing a decision on the retaining wall, the Public Works Director shall obtain, at the applicant's expense, a written structural review and recommendation from an independent third party with professional expertise and no affiliation with the applicant.

D. Aesthetic design.

1. An architectural finish or engineered block shall be used that integrates with and supports the community identity of the City showing a strong relationship to the surrounding natural environment including native trees, flora, and fauna of the region. The architectural finishes included in Provision 1 of the Retaining Wall Design Standards dated June 8, 2023, are examples that satisfy this requirement. The Public Works Director will review and issue a decision on the architectural finish and engineered block consistent with this section after obtaining, at the applicant's expense, a written review and recommendation from an independent third party with professional expertise and no affiliation with the applicant.

2. Landscaping treatments shall be used on retaining walls that reduce the harshness of these walls. The landscaping standards included in Provision 2 of the Retaining Wall Design Standards dated June 8, 2023, are examples that satisfy this requirement. The Public Works Director will review and issue a decision on landscaping treatments consistent with this section after obtaining, at the applicant's expense, a written review and recommendation from an independent third party with professional expertise and no affiliation with the applicant.

3. As a condition of permit approval, the Public Works Director shall require as needed, based on the impacts and circumstances related to a particular retaining wall, installation of a temporary irrigation systems, and the funding for or implementation of a

3-year tree and plant monitoring and maintenance plan, including the replacement of failed trees and plants.

Section 3. ADOPTION OF INTERIM DEVELOPMENT

REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted to amend LFPMC 16.26.010, as follows:

16.26.010 Purpose and application.

A. This chapter establishes standard procedures for land use and related decisions made by the city of Lake Forest Park. They provide for an integrated and consolidated permit review process to promote timely and informed public participation and to eliminate redundancy and thereby minimize delay and expense.

B. This chapter applies to all applications for land use and related decisions made under [chapter 12.50 LFPMC](#), and ~~LFPMC~~ Titles 15, 16, 17 and 18 [LFPMC](#).

Section 4. ADOPTION OF INTERIM DEVELOPMENT

REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted to amend LFPMC 16.26.030, as follows:

16.26.030 Classification of decisions.

...

C. Type III – Administrative Decisions Made by a Code Administrator.

1. Threshold determinations under the State Environmental Policy Act (SEPA);
2. Administrative variances;
3. Shoreline exemption permits;
4. Sensitive area permits issued pursuant to Chapter [16.16 LFPMC](#), with the exception of requests for exemption under LFPMC [16.16.250](#) and the exception of minor sensitive area permits as described under LFPMC [16.16.080](#)(A)(2); ~~and~~
5. Short subdivisions; [and](#)
- [6. Retaining wall permits pursuant to chapter 12.50 LFPMC.](#)

...

Section 5. EFFECTIVE DURATION OF INTERIM DEVELOPMENT

REGULATIONS. These interim development regulations set forth in this ordinance

shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire on December 8, 2023, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 6. SET A PUBLIC HEARING. A public hearing shall be held by the City Council regarding interim development regulations for retaining walls on June 22, 2023, which satisfies the deadline for a public hearing in RCW 36.70A.390.

Section 7. REFERRAL TO STAFF. The Planning Director, or designees (the "Director") is hereby authorized and directed to investigate and obtain outside consulting services if necessary to research the WSDOT traffic noise policy and procedures, provide such information to the City Council, and make a recommendation regarding permanent retaining wall development regulations.

Section 8. 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 9. 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 10. EFFECTIVE DATE. The City Council hereby finds and declares that pending retaining wall projects and their potential negative impacts in the City cause an emergency which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:

Adopted:

Posted:

Published:

Effective:

Retaining Wall Design Standards

June 8, 2023

INTENT

These provisions are intended to mitigate the impact of large, monotonous retaining walls in the right-of-way by requiring architectural and landscaping treatments that reduce the harshness of such walls and reflect the community identity.

INTERPRETATION

The terms used in these standards indicate whether provisions are required or whether they are discretionary, but highly recommended and desirable.

SHALL—The use of the term “shall” (or “shall not” in the negative) represents a requirement of the design to meet the intent of the guideline. This provision must be followed as part of planning, design, and implementation of the project.

SHOULD—The use of the term “should” (or “should not” in the negative) indicates a provision that is strongly encouraged, but that is not an absolute requirement. Compliance with this provision is voluntary, but highly desirable to the community.

PROVISIONS

1. The architectural finish of retaining walls shall depict artistic images having a strong relationship to the Pacific Northwest and the surrounding natural environment including native trees, flora, and fauna of the region. (see examples in Figures A and B)

FIGURE A



FIGURE B

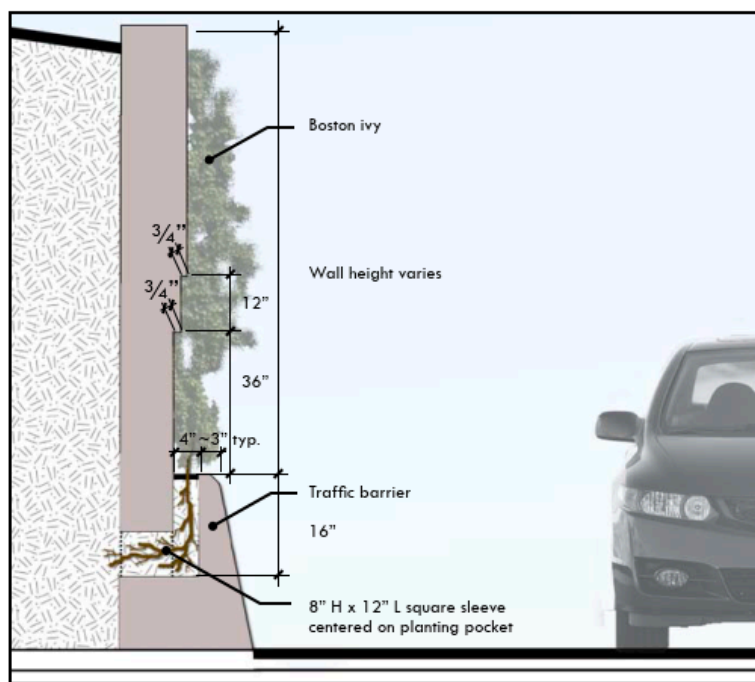


2. In addition to the architectural finish requirements of Provision 1, landscaping and vegetation such as that found in Figures C and D below shall be installed. Trees, shrubs and ground cover planted adjacent to a wall should incorporate plant species native the pacific northwest where possible.
 - a. In situations where the retaining wall is behind a sidewalk, the plantings shall be drought tolerant species that do not require permanent irrigation and shall be spaced in a manner similar to the spacing of the plantings shown in Figure C below.
 - b. In situations where the retaining wall is directly adjacent to a vehicular travel land or shoulder, wall vegetation shall be installed in a manner similar to Figure D (vine pocket) below. The City's preference is that a permanent irrigation system be installed for the vine pockets. When vine pockets are supported by an irrigation system, they can be spaced up to 10 feet apart on average for the length of the wall segment. If no permanent irrigation system is installed, vine pockets shall be spaced no farther than 6 feet apart on average for the length of the wall segment. Vine pockets should be spaced so that the vines do not substantially obscure the artistic images depicted on the walls.

FIGURE C



FIGURE D



Vine Pocket – Example Section

3. The wall construction type for an independent wall segment may deviate from the requirements of Provisions 1 and 2 if it can be demonstrated to the Public Works Director's satisfaction that vegetation will grow directly from the wall face as shown in Figures E and F and will reach a

coverage of 80% of the wall front surface within 36 months. The plantings should be native and a permanent irrigation system shall be incorporated.

FIGURE E

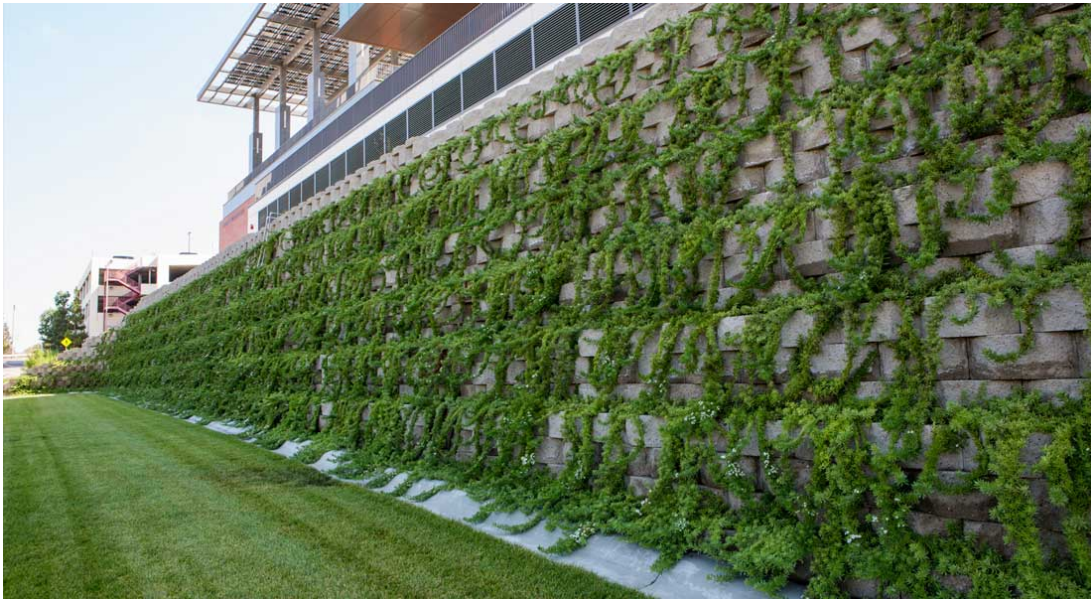
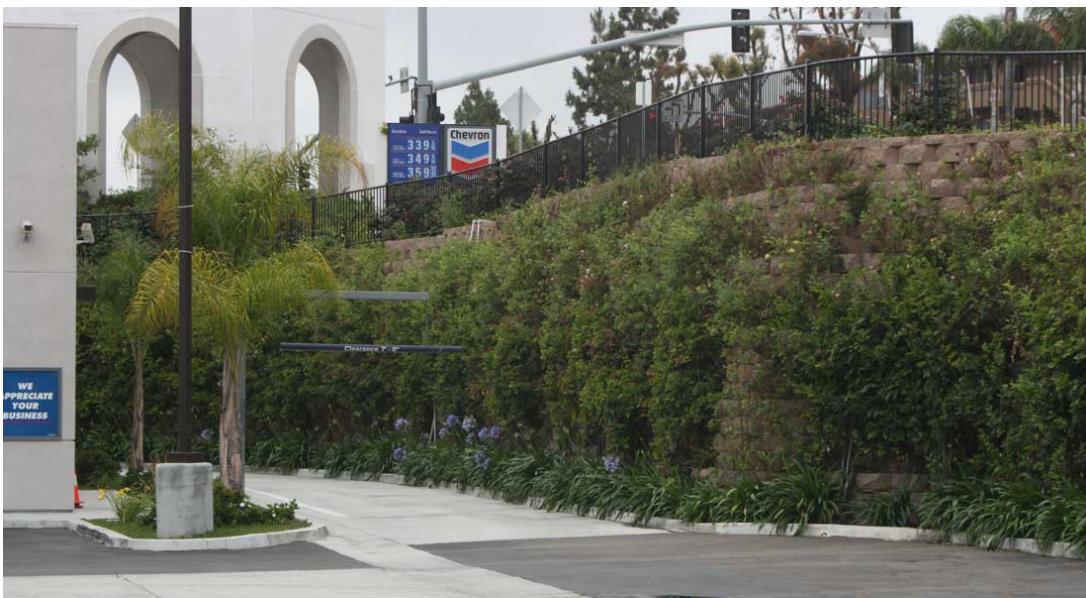


FIGURE F





CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 8, 2023
Originating Department	Public Works
Contact Person	Cory Roche, Environmental & Sustainability Specialist Jeffrey Perrigo, Director of Public Works Phillip Hill, City Administrator
Title	Resolution No. 23-1902: Authorizing the Mayor to Sign an Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project

Legislative History

- Prior Related Action – adoption of Resolution 1757, December 12, 2019 (MOU with Forterra); adoption of Resolution 1816, November 4, 2021(interfund loan for purchase); and adoption of Resolution 1820, November 4, 2021(purchase and sale agreement with Forterra)
- First Presentation – August 11, 2022, City Council Work Session CIP Discussion
- Second Presentation – November 17, 2022, City Council Special Meeting Budget Approval
- Third Presentation – June 8, 2023, regular City Council meeting

Attachments:

1. Resolution No. 23-1902: Authorizing the Mayor to Sign an Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental, and Permitting Project
2. Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental, and Permitting Project
3. Resolution 1757/Authorizing the Mayor to Execute the Memorandum of Agreement for the Acquisition of Property with Forterra NW for the Purchase of Property for Park Purposes
4. Resolution 1816/Authorizing an interfund loan from the sewer capital fund to the strategic opportunity fund

5. Resolution 1820/Authorizing the Purchase and Sale Agreement between the City and Forterra NW for the City's Purchase of two Lake Front Parcels for Park Purposes

Executive Summary

In April 2023, City staff solicited for consultant proposals for design, engineering, environmental review, and permitting for improvements at the future lakefront park property that the City purchased in November 2021, located at 17345 and 17347 Beach Dr SE (Lakefront park lots). The consultant, DCG-Watershed, was selected after a thorough Request for Qualification (RFQ) process that included a 5-member panel scoring and interviewing the candidates, along with checking qualified references. City staff recommends a contract with DCG-Watershed to prepare design, engineering, environmental review, and permitting for improvements to the future Lakefront park. The base contract amount for the work is \$207,481.00, the contract includes fees for reserve services of \$31,500.00, for a total contract amount of \$238,981.00.

Background

Active Park Elements and Master Planning Process/PROS-T Plan

The City Council has discussed the need to provide active recreation and public access (non-motorized) to Lake Washington in future property acquisitions. Purchase of the Lakefront park lots facilitates these goals and provides for a potential small indoor community gathering area as well. Now that acquisition has been completed, the design and development for the Lakefront park lots are the next step to fill a large gap in the Lake Forest Park community's recreation needs.

Fiscal & Policy Implications

The City's adopted budget includes development of the Lakefront Park lots in its work plan. Grants and outside funding have contributed to complete this phase of the future Lakefront Park. The Capital Improvement Plan (CIP) includes \$100,000 for this planning effort, and the remainder can be supported by the King County Parks Levy, which has a carry-over amount from 2022 of \$139,938.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> Authorize the Mayor to sign the agreement for consultant services with DCG-Watershed 	The consultant will prepare Lakefront Improvements Design, Engineering, Environmental Review, and Permitting
<ul style="list-style-type: none"> Do not authorize the Mayor to sign the agreement for consultant services with DCG-Watershed 	The City will not contract with the consultant to prepare Lakefront Improvements Design, Engineering, Environmental Review, and Permitting

Staff Recommendation

Pass Resolution No. 23-1902 authorizing the Mayor to Sign an Agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project.

RESOLUTION NO. 1757

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE THE MEMORANDUM OF
AGREEMENT FOR THE ACQUISITION OF PROPERTY
WITH FORTERRA NW FOR THE PURCHASE OF
PROPERTY FOR PARK PURPOSES**

WHEREAS, the City of Lake Forest Park values public parks and their role in promoting community vitality and health; and

WHEREAS, the City has identified for acquisition certain real property located at 17345 and 17347 Beach Drive Northeast in Lake Forest Park (the "Property"); and

WHEREAS, the Property possesses important open space, scenic, recreational and community values, including, without limitation, the potential for public waterfront access to Lake Washington; and

WHEREAS, the Property is available for sale through bankruptcy proceedings of the current landowner, however, the City does not have funding available to complete the transaction on the expedited timeline required by the bankruptcy proceedings; and

WHEREAS, Forterra NW, a Washington nonprofit corporation ("Forterra") has agreed to enter into a Memorandum of Agreement for Acquisition of Property ("MOA") with the City, whereby Forterra would purchase the Property on the necessary expedited timeline and allow the City to purchase the Property from Forterra under the terms in the MOA; and

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

Section 1. MAYOR AUTHORIZED. The Mayor is authorized to execute the Memorandum of Agreement for Acquisition of Property with Forterra attached as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 12th day of December, 2019.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1757

December 12, 2019

December 12, 2019

EXHIBIT A to Resolution 1757

Memorandum of Agreement for Acquisition of Property

This Memorandum of Agreement for Acquisition of Property ("MOA") is entered into by the City of Lake Forest Park, a municipal corporation and political subdivision of the State of Washington (the "City") and Forterra NW, a Washington nonprofit corporation ("Forterra") as of the first date on which both Parties have signed this MOA (the "Effective Date"). The City and Forterra are hereafter referred to individually as "Party" and collectively as the "Parties."

WHEREAS, the City has identified for acquisition certain real property located at 17345 and 17347 Beach Dr. NE in Lake Forest Park, King County, Washington (the "Property"); and

WHEREAS, the Property possesses important open space, scenic, recreational and community values, including, without limitation, the potential for public waterfront access to Lake Washington from the Burke-Gilman Trail ("Conservation Values") that are of great importance to the people of the City, King County (the "County") and the region; and

WHEREAS, the Property is available for sale through bankruptcy proceedings of the current landowner, however, the City does not have funding available to complete the transaction on the expedited timeline required by the bankruptcy proceedings; and

WHEREAS, the City, together with the support of the County, urgently requested Forterra to proceed quickly with acquisition of the Property on the understanding that the City would exercise best efforts to secure funding from the County and other sources to purchase the Property from Forterra and to obtain City Council approval for the purchase of the Property with such funds; and

WHEREAS, due to the significant Conservation Values associated with the Property, the exceedingly short time constraints of the bankruptcy proceedings, and in reliance upon the City's commitment to secure funding and pay costs as further detailed in this MOA, Forterra is prepared to proceed with acquisition of the Property based on the terms set forth below.

NOW THEREFORE, intending to be legally bound, for good and valuable consideration, including the mutual promises of the Parties made herein, the Parties agree as follows:

1) Forterra Property Acquisition. At the urgent request of the City and County, Forterra has entered into a purchase and sale agreement to acquire the Property through the bankruptcy proceedings of the current landowner, and will seek to acquire the Property within thirty (30) days after the bankruptcy court's order approving sale of the Property becomes a final order no longer subject to appeal (the "Forterra Purchase Agreement"). The Forterra Purchase Agreement is attached and incorporated as **Exhibit A**. The agreed purchase price for the Property is Five Million and No/100ths U.S. Dollars (\$5,000,000.00) (the "Forterra Purchase Price"). Forterra anticipates completing the acquisition of the Property, subject to the terms and conditions of the Forterra Purchase Agreement, in early 2020.

a. Forterra agrees to consult and obtain consensus from the City regarding satisfaction of the Phase I Environmental Assessment of the Property referenced in the Forterra Purchase

Agreement, Form 34, Section 1.d as well as the investigation of items disclosed by Seller in the Seller Disclosure Statement for Improved Property.

2) City Funding and Property Acquisition. If Forterra acquires the Property, then on or before December 31, 2021, the City anticipates purchasing the Property from Forterra at the Forterra Purchase Price through the use of up to Two Million Five Hundred Thousand and No/100ths U.S. Dollars (\$2,500,000.00) of available County funds, together with additional funding from the County, State, or other available funding sources, which the City will use best efforts to diligently and immediately pursue.

a. If the City has not purchased the Property under the terms of this MOA by December 31, 2021, the Parties shall negotiate in good faith a possible extension of the December 31, 2021 deadline. Whether an extension is mutually agreed upon will be based on terms of Forterra's financing for the Property, the amount of funds the City has secured for the purchase, and the City's anticipated timing of receipt of the remainder of the funds necessary to close the sale.

3) City Council Authorization. Upon securing sufficient funds, the City will request approval from its City Council to expend such funds to acquire the Property from Forterra, at which time the City and Forterra will enter into an agreement for purchase of the Property by the City (the "City Purchase Agreement") at the Forterra Purchase Price. In the event the City is, for any reason, unable to acquire the Property from Forterra as contemplated in this MOA, the City understands and agrees that, given Forterra's commitment of financial resources, Forterra will be free to pursue any divestment or use of the Property deemed necessary by Forterra in its sole and absolute discretion.

4) Payments. It is understood by the Parties that Forterra may be unable to purchase the Property (for example, due to failure of the bankruptcy court to approve the sale, funding issues, or a default by the seller) or may elect not to purchase the Property (for example, due to title problems or issues identified in the environmental site assessment). It is further understood by the Parties that the City's acquisition of the Property is contingent upon receipt of sufficient funds and approval by its City Council to expend such funds for the acquisition of the Property. Given the need to act with immediacy despite the inherent risks and uncertainties of the purchase and sale transactions contemplated by this MOA, the City agrees to pay to Forterra:

a. If the Property is **not** purchased by Forterra, the following amounts within thirty (30) days after receipt of Forterra's invoice and any supporting documentation:

(i) Due Diligence Costs. All third party costs incurred by Forterra as part of its due diligence review incident to its proposed purchase of the Property, including, without limitation, environmental site assessment, bankruptcy counsel and other legal fees, and title commitment fees.

(ii) Staff Costs. All costs incurred by Forterra in staff time working on matters related to the Property, including, without limitation, acquisition, financing, management and disposition of the Property, and providing assistance to the City regarding same, based on

hours actually spent and rates normally charged by Forterra to other governmental entities for similar work. The rates normally charged by Forterra are listed in the attached and incorporated **Exhibit B**. The Parties agree that the amount sought by Forterra for reimbursement of staff costs shall not exceed Fifty Thousand and No/100ths U.S. Dollars (\$50,000.00) without prior written authorization from the City.

(iii) Forfeited Earnest Money. Any earnest money that Forterra is required to forfeit pursuant to the Forterra Purchase Agreement. The total Earnest Money in the Forterra Purchase Agreement is One Hundred Thousand and No/100ths U.S. Dollars (\$100,000.00).

b. If the Property is purchased by Forterra **and is** thereafter purchased by the City on or before December 31, 2021, or as mutually extended under Section 2(a), in addition to the Forterra Purchase price for the Property, the following amounts, determined as of, and payable on, the date on which Forterra conveys the Property to the City:

(i) Acquisition/Disposition Costs. All third party costs paid or payable by Forterra related to Forterra's acquisition and disposition of the Property, including, without limitation, Due Diligence Costs (as set forth in Section 4(a)(i) above), Staff Costs (as set forth in Section 4(a)(ii) above), escrow and recording fees, sales taxes, excise taxes, and title insurance premiums.

(ii) Financing Costs. All costs paid or accrued by Forterra related to any loan from a third party for purposes of acquiring the Property, consisting of actual loan fees and actual interest accrued at an adjustable rate not to exceed WSJ Prime Rate plus 0.25% per year, compounded monthly, on the funds provided by the third party to Forterra for acquisition of the Property. The City acknowledges that Forterra intends to borrow the full amount of the Forterra Purchase Price and may also elect to borrow some or all of the Holding Costs referenced in Section 4(b)(iii) below.

(iii) Holding Costs. All costs paid or accrued by Forterra incidental to ownership and management of the Property following acquisition, including, without limitation, insurance, maintenance, property taxes, and any other governmental fees incurred and paid during Forterra's ownership of the Property.

(iv) Conservation Fee. A fee in the amount of Three Hundred Thousand and No/100ths U.S. Dollars (\$300,000.00) to compensate Forterra for opportunity and other risks inherent in acting to expedite the purchase of the Property in furtherance of the Conservation Values on behalf of the City. Provided, however, that if the City pays to Forterra, on or before the date on which Forterra acquires the Property pursuant to the Forterra Purchase Agreement, an amount of Fifty Thousand and No/100ths U.S. Dollars (\$50,000.00), which amount will be credited to the City and applied to the City's payment of any Acquisition/Disposition Costs, Financing Costs, or Holding Costs otherwise payable by the City pursuant to Section 4(b) of this MOA, then the Conservation Fee will be reduced to Two Hundred Fifty Thousand and No/100ths U.S. Dollars (\$250,000.00).

c. If the Property is purchased by Forterra **and is not** purchased by the City for any reason on or before December 31, 2021, or as mutually extended under Section 2(a), the following amounts, determined as of, and payable on, the date on which Forterra conveys the Property to a third party:

(i) All Acquisition/Disposition Costs (as set forth in Section 4(b)(i) above), Financing Costs (as set forth in Section 4(b)(ii) above), and Holding Costs (as set forth in Section 4(b)(iii) above).

(ii) Sale Shortfall. An amount, if any, equal to the amount that the purchase price for sale of the Property by Forterra to a third party is less than the Forterra Purchase Price and is supported by a fair market value appraisal from an MAI appraiser.

The provisions of this Section 4 shall survive the termination of this MOA.

5) Lease to City. In the event Forterra acquires the Property as contemplated in this MOA, the Parties agree that Forterra will lease the Property to the City beginning on the date Forterra acquires the Property (subject to any rights of the current Property owner or any existing tenant(s) to remain in possession for a period of time) until the earlier of such time as Forterra sells the Property to the City or the City's rights are terminated under terms of this MOA. The terms of such lease are subject to further negotiation between the City and Forterra and will include the following provisions:

a. a requirement that the City assume responsibility for all management and maintenance of the Property, and all costs related to such responsibilities;

b. a provision that the City will benefit from all income received from the Property during the lease term and this income will have no effect on Section 4;

c. the monthly lease payment to Forterra will be One Dollar and No/100ths U.S. Dollars (\$1.00) annually, or more at the option of the City; and

d. all costs paid by the City pursuant to the lease will not be included for purposes of Section 4 of this MOA and any rent paid by the City to Forterra will be deducted from amounts payable by the City under Section 4 of this MOA.

6) Term and Amendment. If acquisition of the Property by Forterra is not completed on or before June 1, 2020, this MOA will automatically terminate. If Forterra acquires the Property on or before that date, this MOA will remain in full force and effect until the earlier of (i) conveyance of the Property to the City or a third party or (ii) December 31, 2023. Any amendment to this MOA must be in writing and mutually agreed by the Parties.

7) Limitations on Sale. Except in the event of breach of this MOA by the City, Forterra may not sell the Property to any third party prior to December 31, 2021, or as this deadline is mutually extended by the parties pursuant to Section 2(a), without prior written consent of the City.

8) Authority. Each party to this MOA, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this MOA and that its execution, delivery, and performance of this MOA has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed and delivered this MOA as of the Effective Date.

City:

City of Lake Forest Park,
a municipal corporation and political subdivision of
the State of Washington

By: 

Name: Jeff Johnson

Title: Mayor

Date: 12/12/2019

Forterra:

FORTERRA NW,
a Washington nonprofit corporation

By: 

Michelle Connor, President and CEO

Date: 12/11/2019

Exhibit A to
Memorandum of Agreement for Acquisition of Property
Forterra Purchase Agreement

EXHIBIT A

Section 11, ItemB.

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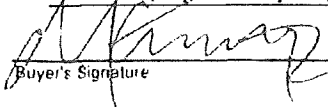
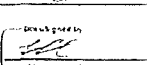
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Residential Purchase & Sale Agreement
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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

- Date: November 26, 2019 MLS No.: 1483975 & 1483176 Offer Expiration Date: 12/04/2019
- Buyer: Forterra NW, a Washington nonprofit corporation
Buyer Buyer Status
- Seller: Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD WA)
Seller Seller
- Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 4030100035 4030100040
17345 & 17347 Beach Dr NE Lake Forest Park King WA 98155
Address City County State Zip
- Included Items ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert;
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ attached television(s); ☐ attached speaker(s); ☐ microwave;
☐ generator; ☒ other Any appliances left on the premises after Seller possession date
- Purchase Price: \$ 5,000,000.00 Five Million Dollars
- Earnest Money: \$ 100,000.00 ☐ Check; ☐ Note; ☒ Other Wire transfer (held by ☐ Selling Firm; ☒ Closing Agent)
- Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
- Title Insurance Company: First American Title Insurance Co. Commitment # 4209-3340848
- Closing Agent: Chicago Title & Escrow Mariana Dzyuhak (Bellevue)
Company Individual (optional)
- Closing Date: See Addendum Item 3 Possession Date: ☐ on Closing; ☒ Other See Addendum Item 2
- Services of Closing Agent for Payment of Utilities: ☐ Requested (attach NWMLS Form 22K); ☐ Waived
- Charges/Assessments Levied Before but Due After Closing: ☒ assumed by Buyer; ☐ prepaid in full by Seller at Closing
- Seller Citizenship (FIRPTA): Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
- Agency Disclosure: Selling Broker represents ☐ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents ☒ Seller; ☐ both parties
- Addenda: 22D(Optional Clauses) 22J(Lead Disclosure) 34(Addendum)

Exhibit A (Legal Description); 65B (Seller Occupancy After Closing)

	<u>11/26/19</u>		<u>11/27/2019</u>
Buyer's Signature	Date	Seller's Signature	Date
<u>901 5th Avenue, Suite 2200</u>		<u>17345 Beach Dr NE</u>	
Buyer's Address		Seller's Address	
<u>Seattle, WA 98164</u>		<u>Lake Forest Park, WA 98155</u>	
City State Zip		City State Zip	
		<u>206.799.1972</u>	
Phone No.	Fax No.	Phone No.	Fax No.
<u>deronlev@forterra.org; legal@forterra.org</u>		<u>tod.turner@interceptmusic.com</u>	
Buyer's E-mail Address		Seller's E-mail Address	
<u>n/a</u>		<u>Windermere Real Estate/Northeast, Inc</u>	<u>5582</u>
Selling Firm	MLS Office No.	Listing Firm	MLS Office No.
<u>n/a</u>		<u>Bryan R. Loveless</u>	<u>6751</u>
Selling Broker (Print)	MLS LAG No.	Listing Broker (Print)	MLS LAG No.
		<u>(425) 820-5151</u>	<u>(425) 968-8181</u>
Firm Phone No.	Broker Phone No.	Firm Phone No.	Broker Phone No.
		<u>kirklandtransaction@windermere.com</u>	
Selling Firm Document E-mail Address		Listing Firm Document E-mail Address	
		<u>BryanLoveless@Windermere.com</u>	
Selling Broker's E-mail Address		Listing Broker's E-mail Address	
		<u>19983</u>	<u>3501</u>
Selling Broker DOL License No.	Selling Firm DOL License No.	Listing Broker DOL License No.	Listing Firm DOL License No.

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GENERAL TERMS

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings, storm doors and windows, installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors; gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures, and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance

Buyer's Initials Date

Buyer's Initials Date

11/27/2019
Seller's Initials Date

Seller's Initials Date

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GENERAL TERMS

Continued

Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

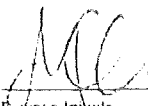
f Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.


g Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

h. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing but becoming due after Closing shall be paid as agreed in Specific Term No. 13.


Buyer's Initials Date

Buyer's Initials Date

 11/27/2019
Seller's Initials Date

Seller's Initials Date

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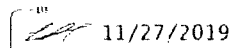
GENERAL TERMS

Continued

- q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled 'The Law of Real Estate Agency.'
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.


Buyer's Initials _____ Date _____

Buyer's Initials _____ Date _____


11/27/2019
Seller's Initials _____ Date _____

Seller's Initials _____ Date _____

Form 22D
Optional Clauses Addendum
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OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1
between Forterra NW, a Washington nonprofit corporation ("Buyer") 2
Buyer Buyer
and Bankr. Estate of Tod Charles Turner (No.19-10333, US Bankr Ct. WD WA) ("Seller") 3
Seller Seller
concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4
Address City State Zip

CHECK IF INCLUDED:

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 5-10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13
 - ☐ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17
 - ☐ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22
3. ☐ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24
4. ☒ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27
5. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 28
 - ☒ public water main; ☒ public sewer main; ☐ septic tank; ☐ well (specify type) _____ 29
 - ☐ irrigation water (specify provider) _____; ☒ natural gas; ☒ telephone 30
 - ☒ cable; ☒ electricity; ☐ other _____ 31
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 32-34
 - WALL INSULATION TYPE _____ THICKNESS: _____ R-VALUE: _____ 35
 - CEILING INSULATION TYPE _____ THICKNESS: _____ R-VALUE: _____ 35
 - OTHER INSULATION DATA _____ 37
7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____ 38-40

 11/27/19
 Buyer's Initials Date Buyer's Initials Date  11/27/2019
 Seller's Initials Date Seller's Initials Date

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OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

Continued


Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including but not limited to architectural guidelines.
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs).
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months, and
 - e. Association financial statements from the prior two (2) years and current operating budget.

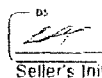
If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

9. ☐ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer, ☐ Seller (Seller if not filled in).
10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

11. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- a. Home warranty provider: _____
 - b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - c. Options to be included: _____ (none, if not filled in).
 - d. Other: _____
12. ☐ **Other.**


Buyer's Initials _____ Date _____

Buyer's Initials _____ Date _____

 11/27/2019
Seller's Initials _____ Date _____

Seller's Initials _____ Date _____

Form 22J
Disclosure Lead Based Paint & Hazards
Rev. 7/10
Page 1 of 2

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**
Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1
between Forterra NW. a Washington nonprofit corporation ("Buyer" and/or "Lessee") 2
Buyer and/or Lessor Buyer and/or Lessor
and Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD W) ("Seller" and/or "Lessor") 3
Seller and/or Lessor Seller and/or Lessor
concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4
Address City State Zip

Purchase & Sale Agreement Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 6 7 8 9 10 11 12 13 14

Lease Agreement Lead Warning Statement 15

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 16 17 18 19 20

Cancellation Rights 21

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement. 22 23 24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant 25

Seller's/Lessor's Disclosure 26

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below) 27
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) 28
- ☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing 29
- (b) Records and reports available to the Seller/Lessor (check one below): 30
- ☐ Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below) 31 32 33 34
- ☒ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 35 36

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate 37 38

11/27/2019 39
Signature of Seller/Lessor Date
Signature of Buyer/Lessee Date
Signature of Seller/Lessor Date
Signature of Buyer/Lessee Date

Form 22J
Disclosure Lead Based Paint & Hazards
Rev. 7/10
Page 2 of 2

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment

- (c) Buyer/Lessee has received copies of all information listed above 40
(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home" 41
(e) Buyer has (check one below only if Purchase and Sale Agreement) 42

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 44
and/or lead-based paint hazards 45

☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based 46
paint and/or lead-based paint hazards on the following terms and conditions 47

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of 48
lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at 49
the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See 50
the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 51

This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives 52
written notice of disapproval of the risk assessment or inspection to the Seller within _____ 53
(10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing 54
deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment 55
report. 56

The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's 57
receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified 58
by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at 59
Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk 60
assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. 61
In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), 62
including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If 63
such an agreement on non-repair remedies is secured in writing before the expiration of the time period 64
set forth in this subparagraph, then this contingency will be deemed satisfied. 65

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk 66
assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then 67
Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not 68
filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice 69
pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be 70
returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to 71
give a written notice of termination means that the Buyer will be required to purchase the Property 72
without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection 73
and without any alternative remedy for those conditions. 74

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS 75
Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection 76
and/or risk assessment report(s). 77

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 78
by Buyer are true and accurate. 79

Buyer/Lessee

Date

Buyer/Lessee

Date

Brokers' Acknowledgment

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are 82
aware of their responsibility to ensure compliance. 83

Selling Broker

Date

Listing Broker

Date

Buyer/Lessee Initials

Date

Buyer/Lessee Initials

Date

Seller/Lessor Initials

Date

Seller/Lessor Initials

Date

Form 34
Addendum/Amendment to P&S
Rev 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1

between Forterra NW, a Washington non profit corporation ("Buyer") 2
Buyer Buyer

and Bankr. Estate of Tod Charles Turner (No.19-10333, US Bankr Ct. WD WA) ("Seller") 3
Seller Seller

concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS 5

1. APPROVALS AND CONDITIONS. Buyer and Seller acknowledge that this Agreement is subject to the following, 6
any one of which, if not obtained or satisfied prior to Closing, shall cause this Agreement to terminate and the Earnest 7
Money to be returned to Buyer: 8

a. Entry of an order by the bankruptcy court in Seller's bankruptcy case (Case No. 19-10033, US Bankruptcy Court 10
for the Western District of Washington) that is final and no longer subject to appeal, in a form acceptable to Buyer, in 11
its sole discretion. The order shall provide, among other things, that the sale of the Property is free and clear of all 12
liens, claims and interests, and that Buyer is a good faith purchaser entitled to the protections under Bankruptcy Code 13
section 363(m). 14

b. First American Title Insurance Company's commitment to issue at Closing a 2006 ALTA Owner's Standard 15
Coverage Policy in the amount of the Purchase Price deleting Exception Nos. 9 through 35 of Schedule B, Part II of 16
Commitment No. 4209-3340848 dated October 14, 2019. Any intervening exceptions are subject to Buyer's approval. 17

c. Pursuant to Addendum Item 2 of existing Purchase and Sale Agreement, dated October 12, 2019 ("LFP Group 20
Agreement") between Seller and Lake Forest Park Group LLC ("LFP Group"). LFP Group's right to meet or beat 21
the price and terms of this offer within two (2) business days of receipt. In the event LFP Group matches the offer, 22
Buyer shall have two (2) business days to meet or beat said LFP Group's price and terms or this Agreement shall 23
terminate and Seller shall be free to accept LFP Group's amended offer. In the event LFP Group declines to match the 24
offer, Seller shall promptly provide Buyer with satisfactory evidence of termination of the LFP Group Agreement. 25

d. Issuance of a Phase I Environmental Site Assessment of the Property satisfactory to Buyer, in its sole discretion, and 26
at Buyer's expense. 27

(Addendum/Amendment continued on next page) 28
29
30

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged

MC 11/27/19
Buyer's Initials Date

Buyer's Initials Date

11/27/2019
Seller's Initials Date

Seller's Initials Date

Form 34
Addendum/Amendment to PAS
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 26, 2019 1
between Forterra NW, a Washington non-profit corporation ("Buyer") 2
Buyer Buyer
and Bankr. Estate of Tod Charles Turner (No. 19-10333, US Bankr Ct. WD WA) ("Seller") 3
Seller Seller
concerning 17345 & 17347 Beach Drive NE Lake Forest Park WA 98155 (the "Property") 4
Address City State Zip


IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

(Addendum/Amendment continued from prior page) 6

2. POSSESSION. Seller may occupy the Property through January 31, 2020 at no rental charge to Seller in the event 7
the Closing occurs prior to January 31, 2020. In such event, Buyer and Seller agree to sign a NWMLS Form 65B 8
(Seller Occupancy After Closing) prior to Closing. Otherwise Possession shall be delivered upon Closing. 9


3. CLOSING DATE. The Closing Date shall be on or before thirty (30) days after the bankruptcy court's order 10
approving the sale becomes a final order no longer subject to appeal. 11

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged


Buyer's Initials Date

Buyer's Initials

Date

 11/27/2019
Seller's Initials Date

Seller's Initials

Date

EXHIBIT 'A'
LEGAL DESCRIPTION

For Property Commonly Known As:

17345 & 17347 Beach Drive NE Lake Forest Park, WA 98155
(King County Tax Parcel #403010-0035 & 403010-0040)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF LAKE FOREST PARK, COUNTY OF KING, STATE OF WASHINGTON, AND DESCRIBED AS FOLLOWS:

PARCEL A (403010-0035-03):

THE NORTH 59.45 FEET OF THE SOUTH 239.45 FEET OF LOT 1, BLOCK 2, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON.

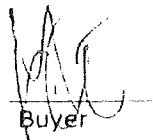
TOGETHER WITH THAT PORTION OF THE SECOND CLASS SHORELANDS AS SHOWN IN SAID PLAT, ADJACENT THEREOF.

PARCEL B (403010-0040-06):

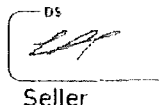
THE NORTHEASTERLY 80 FEET OF THE SOUTHWESTERLY 180 FEET OF LOT 1, MEASURED ALONG THE SOUTHEASTERLY LINE OF BEACH DRIVE, BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON.

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

INITIALS:


Buyer

12/3/19
Date


Seller

11/27/2019
Date

Form 65B
Rental - Delayed Occupancy
Rev. 7/19
Page 1 of 2

RENTAL AGREEMENT
Seller Occupancy After Closing

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Date: November 26, 2019 1

Tenant(s) Tod Charles Turner 2
Seller/Tenant Seller/Tenant

agree(s) to rent from Landlord Forterra NW 3
Buyer/Landlord Buyer/Landlord

the property commonly known as 17345 Beach Drive Lake Forest Park 4
Address City

WA 98155 King (the "Property") on the following terms and conditions: 5
State Zip County

1. **RENT.** The rent shall be \$ 0.00 per day. Landlord acknowledges receipt of rent in the amount of 6
 \$ 0.00 for the period of N/A. Future rent shall be payable as follows: 7
N/A. Rent shall be payable to N/A 8
 at N/A 9

2. **POSSESSION.** Tenant is entitled to possession on the closing of the sale. If the sale does not close, then this 10
 Agreement is void. 11

3. **TERM.** This Agreement shall terminate on 01/31/20. Upon termination, any advance rent shall be 12
 pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon Tenant's vacating the 13
 Property. If Tenant holds over without the written consent of Landlord, Tenant shall be liable for rent and all other 14
 damages sustained by Landlord because of such holdover. 15

4. **INSURANCE.** Landlord agrees to insure the Property against fire and other normal casualties. All proceeds of any 16
 such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on 17
 the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 18
 coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 19
 personal property. 20

5. **UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of the 21
 Agreement. 22

6. **IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations to the Property, including 23
 painting, during the term of this Agreement, without the written permission of Landlord. Tenant will return the 24
 Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 25

7. **SUBLETTING OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under 26
 this Agreement. 27

8. **CITY OF SEATTLE RENTAL REGULATION ORDINANCE.** If the Property is located within the City of Seattle, 28
 then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt 29
 of a copy of the summary. 30

9. **RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved 31
 with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from 32
 any and all claims arising under this Agreement. 33

10. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is 34
 successful, the other party agrees to pay reasonable attorneys' fees. In the event of a trial, the amount of fees 35
 shall be as fixed by the Court. 36

AGC 12/5/19
 Landlord's Initials Date

Landlord's Initials Date

11/27/2019
 Tenant's Initials Date

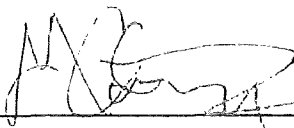
Tenant's Initials Date

Form 65B
Rental – Delayed Occupancy
Rev. 7/19
Page 2 of 2

RENTAL AGREEMENT
Seller Occupancy After Closing
(Continued)

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11. **SMOKE DETECTOR.** Tenant acknowledges and Landlord certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Landlord makes the following disclosures:
- (a) The smoke detection device is ☐ hard-wired ☐ battery operated.
- (b) The Building ☐ does ☐ does not have a fire sprinkler system.
- (c) The Building ☐ does ☐ does not have a fire alarm system.
- (d) ☐ The building has a smoking policy, as follows:
- ☐ The building does not have a smoking policy.
- (e) ☐ The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.
- ☐ The building does not have an emergency notification plan for occupants.
- (f) ☐ The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement.
- ☐ The building does not have an emergency relocation plan for occupants.
- (g) ☐ The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement.
- ☐ The building does not have an emergency evacuation plan for occupants.
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes.
12. **CARBON MONOXIDE ALARMS.** Landlord shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Landlord complies with RCW 19.27.530.
13. **LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations.
14. **MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."
15. **OTHER.**



Landlord Date 12/3/19

Landlord Date

DocuSigned by


Tenant Date 11/27/2019

Tenant Date

Form 17
Seller Disclosure Statement
Rev. 7/18
Page 1 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER: Ted C Turner
85101 Baker

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.08 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 17345/17347 Beach Drive NE, CITY Lake Forest Park

STATE WA, ZIP 98148, COUNTY KING (THE PROPERTY) OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO REVOKE THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF REVOCAION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO REVOKE PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER ☒ IS / ☐ IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

A. Do you have legal authority to sell the property? If no, please explain.

YES NO DON'T KNOW NA

*B. Is title to the property subject to any of the following?

(1) First right of refusal

(2) Option

(3) Lease or rental agreement

(4) Life estate?

*C. Are there any encroachments, boundary agreements, or boundary disputes?

*D. Is there a private road or easement agreement for access to the property?

*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?

*F. Are there any written agreements for joint maintenance of an easement or right-of-way?

*G. Is there any study, survey project, or notice that would adversely affect the property?

*H. Are there any pending or existing assessments against the property?

SELLER'S INITIALS TC Date 09/08/2016

BUYER'S INITIALS Buyer Date 12/8/16

DocuSign Envelope ID: EC0F12F5-BD9D-4A2A-9618-4DBDF77C455D

DocuSign Envelope ID: D5070C19-5636-4A87-B1F1-16DC889C7F53

Form 17
Seller Disclosure Statement
Rev. 7/16
Page 2 of 6

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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	YES	NO	DON'T KNOW	NA	
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	62
*J. Is there a boundary survey for the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63
*K. Are there any covenants, conditions, or restrictions recorded against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. ROW 49.60.224.					65
					66
					67
2. WATER					68
A. Household Water					69
(1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system					70
<input checked="" type="checkbox"/> Private Well serving only the subject property <input type="checkbox"/> Other water system					71
*If shared, are there any written agreements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
* (3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74
(4) During your ownership, has the source provided an adequate year-round supply of potable water? <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
If no, please explain:					76
* (6) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					78
* (8) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	80
(b) If yes, has all or any portion of the water right not been used for five or more successive years? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
B. Irrigation Water					83
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	85
(b) If so, is the certificate available? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	86
(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	87
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	88
If so, please identify the entity that supplies water to the property:					89
C. Outdoor Sprinkler System					90
(1) Is there an outdoor sprinkler system for the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	93
3. SEWER/ON-SITE SEWAGE SYSTEM					94
A. The property is served by:					95
<input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					96
<input type="checkbox"/> Other disposal system					97
Please describe:					98

09/08/2016
SELLER'S INITIALS Date

12/3/19
SELLER'S INITIALS Date

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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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	YES	NO	DON'T KNOW	N/A	90
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100
If no, please explain:					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
D. If the property is connected to an on-site sewage system:					104
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	106
(2) When was it last pumped?					107
*(3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	108
(4) When was it last inspected?				<input checked="" type="checkbox"/>	109
By whom:					110
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input checked="" type="checkbox"/>	111
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
If no, please explain:					114
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	117
If no, please explain:					118
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	119
					120
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121
					123
A. STRUCTURAL					124
*A. Has the roof leaked within the last 5 years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
D. Do you know the age of the house?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
If yes, year of original construction: <u>1927 I believe</u>					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Foundations <input type="checkbox"/> Decks <input type="checkbox"/> Exterior Walls					134
<input checked="" type="checkbox"/> Chimneys <input checked="" type="checkbox"/> Interior Walls <input type="checkbox"/> Fire Alarms					135
<input type="checkbox"/> Doors <input type="checkbox"/> Windows <input type="checkbox"/> Pails					136
<input type="checkbox"/> Ceilings <input type="checkbox"/> Slab Floors <input type="checkbox"/> Driveways					137
<input type="checkbox"/> Pools <input type="checkbox"/> Hot Tub <input type="checkbox"/> Sauna					138
<input type="checkbox"/> Sidewalks <input type="checkbox"/> Outbuildings <input type="checkbox"/> Fireplaces					139
<input type="checkbox"/> Garage Floors <input type="checkbox"/> Walkways <input type="checkbox"/> Siding					140
<input type="checkbox"/> Wood Stoves <input type="checkbox"/> Elevators <input type="checkbox"/> Incline Elevators					141
<input type="checkbox"/> Stairway Chair Lifts <input type="checkbox"/> Wheelchair Lifts <input type="checkbox"/> Other _____					142
*G. Was a structural pest or "whole house" inspection done?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
If yes, when and by whom was the inspection completed?					144
<u>Cascade pest control several years ago. They come quarterly to spray for spiders</u>					145
H. During your ownership, has the property had any wood destroying organism or pest infestation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
I. Is the attic insulated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	148

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SELLER'S INITIALS Date 12/3/19

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	YES	NO	DON'T KNOW	N/A	140
6. SYSTEMS AND FIXTURES					149
*A. If any of the following systems or fixtures are included with the transfer, are there any defects?					150
If yes, please explain:					151
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Hot water tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	157
Heating and cooling systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	159
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	160
*B. If any of the following fixtures or property is included with the transfer, are they leased?					161
(If yes, please attach copy of lease.)					162
Security System:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	163
Tenite (type):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	164
Satellite dish:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	165
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	166
*C. Are any of the following kinds of wood burning appliances present at the property?					167
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(4) Fireplace?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	172
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	173
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to ROW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174
F. Is the property equipped with smoke alarms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					176
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, filing policy, and other information that is not publicly available:					178
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	179
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					180
<input type="checkbox"/> Other:					181
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	182
*D. Are there any shared "common areas" or any joint maintenance agreements (fealties such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183
7. ENVIRONMENTAL					184
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	185
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	186
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	187
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	188
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	189
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	190

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09/08/2016
Date

SELLER'S INITIALS

Date

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	YES	NO	DON'T KNOW	N/A	202
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	206
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	207
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	209
B. LEAD BASED PAINT (Applicable if the house was built before 1978).					210
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					211
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)					212
<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					213
B. Records and reports available to the Seller (check one below):					214
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).					216
<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					217
D. MANUFACTURED AND MOBILE HOMES					218
If the property includes a manufactured or mobile home,					220
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	221
If yes, please describe the alterations:					222
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	223
*C. If alterations were made, were permits or variances for those alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	224
10. FULL DISCLOSURE BY SELLERS					225
A. Other conditions or defects:					226
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	227
B. Verification					228
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensee harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensee, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					229
_____ Seller					230
09/08/2016 Date					231
_____ Seller					232
_____ Date					233
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).					234
Encroachments, Easements, Nonconformance					235
Several of the buildings are within the now-required setback, but all are grandfathered in. The plaster boxes in the front of the houses on the street are in the right of way, but have a variance from the City of Lake Forest Park. There is also an easement for the power line, which runs down the west side of the property.					236
Roof Leaks - Three roofs of the 9 have leaked in the last 6 years. One was immediately replaced, the other two are scheduled to be replaced in the next 60 days.					237
Settling - Minor settling of house about 10-12 years ago (small cracks in plaster after an earthquake). No change since.					238
Building repairs - Chimney above roof needs some brick work, several interior walls in house have minor plaster cracks (noted above), bathroom needs new roof and remodeling.					239

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**SELLER DISCLOSURE STATEMENT
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II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

2. PROXIMITY TO FARMING

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7A.8.306, THE WASHINGTON RIGHT TO FARM ACT.

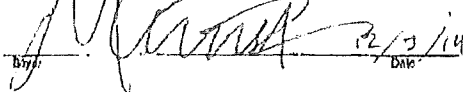
III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

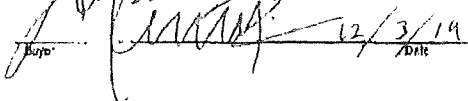
BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer:  12/3/14
Date

Buyer: _____ Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer:  12/3/14
Date

Buyer: _____ Date

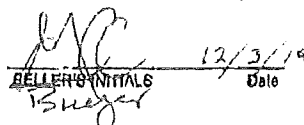
3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

Buyer: _____ Date

Buyer: _____ Date

6/28/2019
SELLER'S INITIALS Date

 12/3/14
SELLER'S INITIALS Date

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
RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

- i. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Listing Broker, or at the licensed office of Listing Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Listing Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement, or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeror and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply.
- i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.

 11/27/19
Buyer's Initials Date

Buyer's Initials Date

 11/27/2019
Seller's Initials Date

Seller's Initials Date

**Exhibit B to
Memorandum of Agreement for Acquisition of Property**

Forterra Rates

Rate Schedule

Position	Rate
President	\$250
VPs, CFO and Legal	\$225
Vertical Directors/Managing Directors	\$175
Other Directors, Program Mgrs., Sr. Project Mgrs.	\$150
Executive Assistants	\$125
Project Managers	\$115
Senior Project Associates	\$100
Project Associates & Fellows	\$90

RESOLUTION NO 1820**A RESOLUTION OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND FORTERRA NW FOR THE CITY'S PURCHASE OF TWO LAKE FRONT PARCELS FOR PARK PURPOSES**

WHEREAS, the City Council approved a Memorandum of Agreement ("MOA") with Forterra Northwest ("Forterra") on December 12, 2019, for the future purchase of real property located at 17345 and 17347 Beach Drive NE (the "Lake Front Property") for park purposes; and

WHEREAS, the MOA gave the City two years to close the purchase upon the terms detailed in the MOA including price and an interim lease by the City; and

WHEREAS, the City has now obtained all the funding for the purchase of Lake Front Property from the City's Strategic Opportunity Fund, State grants, King County levy funds, and King County conservation futures funding;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. The City Council of the City of Lake Forest Park authorizes the Mayor to execute the Purchase and Sale Agreement with Forterra NW for the Lake Front Property attached as Exhibit A, along with any other necessary and required documentation to close the sale, and expend the funds necessary to close the sale.

Section 2. Effective Date. This Resolution shall take effect immediately upon passage.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 4th day of November, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: October 29, 2021
PASSED BY THE CITY COUNCIL: November 4, 2021
RESOLUTION NO.: 1820

EXHIBIT A
(to Resolution 1820)
PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement"), dated as of the 1st day of November, 2021, is entered into by and between FORTERRA NW, a Washington nonprofit corporation ("Seller"), and the CITY OF LAKE FOREST PARK, a municipal corporation and political subdivision of the State of Washington ("Buyer"). Buyer and Seller are hereafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. Seller and Buyer entered into that certain Memorandum of Agreement for Acquisition of Property, effective December 12, 2019, the terms of which are incorporated herein by this reference (the "MOA"), relating to certain real property in the City of Lake Forest Park, King County, Washington, more particularly described on Exhibit A, attached hereto (the "Land"), which was purchased by Seller on January 23, 2020.

B. Seller and Buyer entered into that certain Lease Agreement with respect to the Land pursuant to which Buyer has been leasing the Land since it was acquired by Seller, the terms of which are incorporated herein by this reference (the "Lease"). The Lease shall terminate effective upon Closing (as defined below).

C. Seller desires to sell the Property (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller, all subject to the terms and conditions set forth in the MOA and this Agreement.

AGREEMENT

NOW, THEREFORE, intending to be legally bound, for good and valuable consideration, including the mutual covenants and promises of the Parties, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. PROPERTY. The "Property" subject to this Agreement includes the Land together with:

a. All rights, privileges and easements appurtenant to the Land, including without limitation: all minerals, oil, gas and other hydrocarbon substances on or under the Land; all development rights, air rights, and water rights relating to the Land; any and all easements, rights-of-way, rights of ingress or egress or other interest in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Land; all rights to utilities serving the Land; and all other appurtenances used in connection with the beneficial use and enjoyment of the Land;

b. All buildings upon and other improvements appurtenant to the Land;

and

c. All of Seller's rights, titles and interests in and to any tangible personal property located on and/or used in connection with the operation of the Land.

Notwithstanding the foregoing, in no event shall the Property include any real or personal property other than what was acquired by Seller pursuant to the Residential Real Estate Purchase and Sale Agreement included as Exhibit A to the MOA.

2. PURCHASE; CONDITION OF PROPERTY. Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement. Buyer acknowledges that prior to Closing (as defined below), Buyer shall have inspected the Property and furthermore shall have been occupying the Property pursuant to the Lease and therefore is more knowledgeable than Seller as to the Property. Buyer will be purchasing the Property in its present condition, "AS IS AND WITH ALL FAULTS." As of the date of this Agreement and as of Closing, Buyer agrees that Seller has made and will have made no representations or warranties or agreements of any kind or nature whatsoever regarding any aspect of the Property, except as provided in this Agreement and in the Deed (as defined below).

3. PURCHASE PRICE AND ADDITIONAL AMOUNTS.

3.1. Amount. The purchase price ("Purchase Price") for the Property shall be Five Million Dollars (\$5,000,000). In addition to the Purchase Price, Buyer shall pay Seller the amounts provided for in Section 4(b) of the MOA (the "Additional Amount"). Seller acknowledges that Buyer has previously paid Seller the Conservation Fee provided for in Section 4(b)(iv), a portion of the interest accrued on Seller's Financing costs in Section 4(b)(ii), and property taxes in Section 4(b)(iii). Seller shall provide Buyer with an itemization of the Additional Amount at least five (5) days prior to Closing.

3.2. Payment. The Purchase Price and Additional Amount shall be paid in immediately available funds (i.e., available on the Closing Date).

3.3 Earnest Money. No Earnest Money is being required of Buyer.

4. TITLE. Title to the Property shall be insurable by a 2006 ALTA Owner's Standard Coverage Policy in the amount of the Purchase Price (the "Title Policy") to be issued by First American Title Insurance Company or Chicago Title Insurance Company (the "Title Company" or "Escrow Holder"), subject only to the Permitted Exceptions (as defined below). The "Permitted Exceptions" means the Exceptions from Coverage specified in the title insurance policy issued by the Title Company to Seller at the time Seller acquired the Property, Policy Number 5011453-3340848, the terms of which are incorporated herein by this reference, excluding the Deed of Trust/Mortgage referred to in Paragraph 15 of Part Two thereof, and updated to reflect current General taxes and assessments. It shall be a condition of Closing that all requirements for issuance of the Title Policy shall have been satisfied or waived by the Title Company and the Title Company shall be prepared to issue the Title Policy, on the standard form in use in the State of Washington, in the full amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property subject only to Permitted Exceptions and others approved by Buyer in writing.

5. DELIVERIES TO ESCROW HOLDER.

5.1. By Seller. Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

a. Deed. A Bargain and Sale Deed warranting only against persons claiming by, through or under Seller and subject only to the Permitted Exceptions, but otherwise in form and substance reasonably satisfactory to Buyer and the Title Company, duly executed and acknowledged by Seller (the "Deed").

b. FIRPTA Affidavit. A certificate duly executed by Seller evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

c. Certificates of Authority. Such certificates as are necessary or reasonably required by Buyer or the Title Company to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Seller.

d. Excise Tax Affidavit. A real estate excise tax affidavit signed by Seller or its agent reasonably satisfactory to the Title Company (the "Tax Affidavit").

5.2. By Buyer. Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

a. Closing Funds. Cash by federal funds, wire transfer or cashier's check in the amount necessary to pay the Purchase Price, Additional Amount and Buyer's share of Closing costs.

b. Excise Tax Affidavit. The Tax Affidavit signed by Buyer or its agent.

c. Certificates of Authority. Such certificates as are necessary or reasonably required by Seller or the Title Company to evidence the authority of Buyer and its signatories to execute the instruments to be executed by Buyer in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Buyer.

6. CLOSE OF ESCROW.

6.1. Time. The close of escrow (the "Closing") shall occur at the offices of Escrow Holder on a date on or before December 31, 2021 that is agreed to by Buyer and Seller (the "Closing Date").

6.2. Procedure. Escrow Holder shall proceed with Closing as follows:

a. Obtain the release of the Property from any liens that are not included in the Permitted Exceptions.

b. Pay applicable real estate transfer excise taxes, record the Deed, and complete the prorations.

c. Issue and deliver the Title Policy to Buyer.

d. Deliver to Buyer any other documents deposited by Seller into Escrow that are intended for Buyer.

e. Deliver the Purchase Price and Additional Amount less amounts applied as provided in Section 6.2(a) above, to Seller.

f. Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each Party and copies of all executed and recorded or filed documents deposited into escrow, with such recording and filing date endorsed thereon.

6.3. Incorporation of Escrow Instructions. This Agreement shall serve as escrow instructions. The Parties shall execute additional escrow instructions if required by Escrow Holder provided that such additional escrow instructions shall not change the terms of this Agreement without mutual agreement of the Parties.

6.4. Closing Costs and Prorations.

a. **Closing Costs.** Buyer agrees to pay all Closing costs including, without limitation: (A) all state, county and local documentary transfer taxes, including any Washington state real estate excise tax, (B) the premium for the Title Policy; (C) recording fees; and (D) any escrow fee.

b. **Property Taxes.** The Property has been determined exempt from property taxes.

6.5. Possession. Buyer presently has possession of the Property pursuant to the Lease and will remain in possession at and after Closing.

7. BROKERAGE. Each Party represents and warrants to the other Party that it has not retained any firm or broker and further that no broker and no finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that Party with respect to the other Party or the Property. Each Party shall indemnify, defend and hold the other Party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying Party's actions. The obligations of the Parties under this Section shall survive the termination of this Agreement.

8. CASUALTY. The rights and obligations of the Parties shall not be changed as a consequence of any casualty to the Property prior to Closing. If and only if Closing shall occur, any insurance proceeds realized from any casualty shall be paid to Buyer.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1. Seller's Representations, Warranties and Covenants. Seller, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

a. **Agreements to Transfer or Encumber.** Seller has neither committed nor obligated itself in any manner whatsoever to sell, lease or encumber the Property or any interest therein to any person or entity other than Buyer.

b. Bankruptcy, Etc. Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor, to Seller's knowledge, has any such petition been filed against Seller; no general assignment of Seller's property has been made for the benefit of creditors, and no receiver, master, liquidator or trustee has been appointed for Seller or any of its Property.

c. Litigation. Seller has received no notice of, and there is not pending or to Seller's actual knowledge threatened, any actions, suits, proceedings, orders, administrative proceedings or investigations pending or to Seller's knowledge threatened against or affecting Seller or the Property, which might materially and adversely affect Seller's ability to execute or perform its obligations under this Agreement.

d. FIRPTA. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

e. Good Standing and Due Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligations enforceable against Seller in accordance with their terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Seller is subject.

9.2 Buyer's Representation. Buyer, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

a. Good Standing. Buyer is a Washington municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington.

b. Due Authority. Buyer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation under this Agreement and the transactions contemplated by this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and constitute the Buyer's legal, valid and binding obligations enforceable against Buyer in accordance with their terms. The consummation by Buyer of the purchase of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Buyer is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Buyer is subject.

10. SURVIVAL. The covenants, agreements, representations, warranties made in this Agreement, and the remedies and indemnities provided for in this Agreement, shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

11. ENTIRE AGREEMENT. This Agreement contains the entire integrated agreement of the Parties, including all of the covenants and conditions between the Parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

12. DEFAULT; REMEDIES.

12.1. Buyer's Remedies. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the Parties. Consequently, if Seller breaches or defaults under this Agreement, Buyer shall have, as its exclusive remedy, the right either to: (i) require specific performance of this Agreement; or (ii) terminate this Agreement..

12.2. Seller's Remedies. If Buyer fails, without legal excuse, to complete the purchase of the Property for any reason except failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, may terminate this Agreement.

12.3 Impact of Termination. The termination of this Agreement shall be without prejudice to the rights and obligations of the Parties under the MOA and Lease or the rights and obligations of the Parties under Sections 7 and 12.4. Otherwise, upon termination of this Agreement, neither Party shall have any further rights or obligations hereunder.

12.4 Attorneys' Fees. If either Party brings an action or other proceeding against the other Party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other Party, and in the event any judgment is obtained by the prevailing Party all such costs and attorneys' fees shall be included in the judgment.

13. NOTICES. All notices required to be given pursuant to the terms hereof are required to be in writing and shall be either delivered personally, deposited in the United States mail, certified mail, return receipt requested, postage prepaid, sent by facsimile so long as receipt is confirmed, sent by email so long as receipt is confirmed, and addressed to the addresses listed below with copies to the Parties listed after such address:

BUYER

City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98158
Attn: City Administrator
phill@ci.lake-forest-park.wa.us

SELLER

Forterra NW
PO Box 4189
Seattle, WA 98194
Attn: Joe Sambatero

jsambatero@forterra.org

The foregoing addresses may be changed by notice to the other Party as provided herein. Mailed notice properly given shall be deemed received four (4) days after deposit in the mail. Facsimile transmission of any signed original document or notice, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either Party or the Escrow Holder, the Parties will confirm facsimile transmitted signatures by signing an original document.

14. PARTIAL INVALIDITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. WAIVERS. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

16. CONSTRUCTION. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a Business day, the action shall be taken on the next succeeding Business day.

17. TIME. Time is of the essence for every provision of this Agreement. As used in this Agreement, the term "Business Days" refers to Monday – Friday other than legal holidays in the State of Washington.

18. FORCE MAJEURE. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party who is obligated to render performance (but excluding financial inability to perform, however caused). A Party desiring to assert force majeure is required to promptly notify the other Party of the event upon which the assertion will be based and thereafter provide the other Party with such information regarding the event and its duration as the other Party may reasonably request.

19. SUCCESSORS. Neither Party may assign this Agreement without the prior written consent of the other Party. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

20. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Washington.

21. RECITALS AND EXHIBITS. The Recitals and Exhibits are incorporated into this Agreement by this reference.

22. COUNTERPARTS. This Agreement may be signed in counterparts, any of which shall be deemed an original. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

SELLER:

FORTERRA NW

By: _____

Name: Michelle Connor

Title: President

Date: _____, 2021

BUYER:

CITY OF LAKE FOREST PARK

By: _____

Name: _____

Title: _____

Date: _____, 2020

EXHIBIT LIST

A Legal Description

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

THE NORTH 59.45 FEET OF THE SOUTH 239.45 FEET OF LOT 1 IN BLOCK 2, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE SECOND CLASS SHORELANDS AS SHOWN IN SAID PLAT, ADJACENT THEREOF.

PARCEL B:

THE NORTHEASTERLY 80 FEET OF THE SOUTHWESTERLY 180 FEET OF LOT 1, AS MEASURED ALONG THE SOUTHEASTERLY LINE OF BEACH DRIVE, IN BLOCK 2, LAKE FOREST WATERFRONT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 39, IN KING COUNTY, WASHINGTON;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

APN: 403010-0035-03 and 403010-0040

RESOLUTION NO 1816

A RESOLUTION OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING AN INTERFUND LOAN FROM THE SEWER CAPITAL FUND TO THE STRATEGIC OPPORTUNITY FUND IN AN AMOUNT UP TO \$1,300,000 AND PROVIDING REPAYMENT PROVISIONS

WHEREAS, the City of Lake Forest Park is purchasing real property located at 17345 and 17347 Beach Drive NE (the "Lake Front Property") from Forterra NW for park purposes; and

WHEREAS, the City will receive two State grants, the Department of Commerce and the Recreation and Conservation Office grants ("State Grants"), for the Lake Front Property as reimbursement of City acquisition costs; and

WHEREAS, an interfund loan from the Sewer Capital Fund is necessary to assist the Strategic Opportunity Fund with a temporary cash flow need; and

WHEREAS, the Sewer Capital Fund has sufficient funds available to cover the cash flow needs of the Strategic Opportunity Fund for a necessary, short term interfund loan as authorized herein; and

WHEREAS, the interfund loan will be repaid with interest immediately upon receipt of the State Grants;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AS FOLLOWS:

Section 1. Interfund Loan Authorized. A loan in an amount up to \$1,300,000 is hereby authorized from the Sewer Capital Fund to the Strategic Opportunity Fund. The loan shall be repaid in full plus interest from the Strategic Opportunity Fund, upon the receipt of the State Grants. Interest shall be paid at the rate of the current Local Government Investment Pool (LGIP) interest rate.

Section 2. Finance Director Authorized to Act. The Finance Director is authorized to transfer funds from the Sewer Capital Fund to the Strategic Opportunity Fund as authorized by Section 1 of this Resolution for the purpose of this interfund loan. The Finance Director is authorized and directed to repay the borrowed monies, plus interest, as required in Section 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 4th day of November, 2021.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: October 8, 2021
PASSED BY THE CITY COUNCIL: November 4, 2021
RESOLUTION NO.: 1816

RESOLUTION NO. 23-1902

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT BETWEEN DCG- WATERSHED AND THE CITY OF LAKE FOREST PARK FOR CONSULTANT SERVICES FOR THE LAKEFRONT IMPROVEMENTS DESIGN, ENGINEERING, ENVIRONMENTAL REVIEW, AND PERMITTING PROJECT

WHEREAS, promoting community vitality and a healthy environment are goals of the Lake Forest Park City Council's Strategic Plan; and

WHEREAS, adding public water access for residents is a top priority of the City's Parks, Recreation, Open Space, & Trails Plan; and

WHEREAS, the City acquired real property in November 2021 located at 17345 & 17347 Beach Dr. NE for future use as a public park and open space with recreation elements and access to the water ("Lakefront park lots"); and

WHEREAS, the City finds that DCG-Watershed is qualified and experienced in preparing the desired improvement design, engineering, environmental review, and permitting for the Lakefront park lots; and

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

Section 1. AGREEMENT APPROVAL . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the agreement for Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project attached hereto as Attachment A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, 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 8 day of June, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean

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

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT**

**Agreement Title: Consultant Services with DCG-Watershed for the
Lakefront Improvements Design, Engineering, Environmental Review,
and Permitting Project**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **DCG-Watershed** (the "Consultant"), a Washington corporation, dated this 8th day of June, 2023.

Consultant Business: DCG/Watershed Inc.

Consultant Address: 9706 4th Ave NE, Suite 300, Seattle, WA 98115

Consultant Phone: (425)650-1332

Consultant Fax: (425)827-8136

Contact Name Amber Mikluscak

Consultant e-mail: amikluscak@dcgwatershed.com

Federal Employee ID No.: 91-1364393

Authorized City Representative Jeffrey Perrigo, Director of Public Works
for this contract:

WHEREAS, the City desires to prepare improvements design, engineering, environmental review, and permitting for the City's Lakefront Park Project; and

WHEREAS, public convenience and necessity require the City obtain the services of a consultant with experience to perform this work; and

WHEREAS, the City finds that DCG-Watershed is qualified and experienced in preparing the desired improvement plans and other required work;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Consultant Services with DCG-Watershed for the Lakefront Improvements Design, Engineering, Environmental, and Permitting Project ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Amber Mikluscak. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than July 1, 2024, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed Two Hundred and Thirty-Eight Thousand and Nine Hundred and Eighty-One Dollars (\$238,981.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibits A and B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to Cory Roche, Environmental and Sustainability Specialist croche@cityoflfp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Consultant shall submit all reports and other documents specified in Exhibits A and B according to the schedule established in Exhibits A and B. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions

Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Lake Forest Park Business License. Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Cory Roche, Environmental and Sustainability Specialist
17425 Ballinger Way NE
Lake Forest Park, WA 98155

B. Notices to the Consultant shall be sent to the following address:

DCG-Watershed
Attn: Amber Mikluscak, Principal, director of Landscape Architecture

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

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

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written

	<i>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</i>
CITY OF LAKE FOREST PARK WASHINGTON	DCG-WATERSHED
By: _____ Jeff Johnson, Mayor	By _____ Typed/Printed Name: _____
Date _____	Its _____ Date: _____
ATTEST:	
_____ Matthew McLean, City Clerk	

Date:

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney

Date: _____

LAKE FOREST PARK LAKEFRONT IMPROVEMENTS
CITY OF LAKE FOREST PARK

SCOPE OF WORK

Project Overview

The City of Lake Forest Park (City) has retained DCG/Watershed and its teaming partners (Consultant) for “Lakefront Improvements Design, Engineering, Environmental, and Permitting” (Project) located at 17345 and 17347 Beach Dr SE (parcel 4030100035, 0040), Lake Forest Park. The Project is intended to improve public waterfront access through the transition of a newly acquired single-family residential parcel into a public waterfront park. The Project is adjacent to an existing park, Lyon Creek Waterfront Preserve Park. Work is anticipated to extend across the parcel line into the existing park to create an integrated recreational program and park experience for the City and park users. Work is anticipated to include improvements to Beach Dr SE to provide safe bicycle and pedestrian connections to the Burke Gilman Trail and the SR522 intersection.

This contract outlines the initial phase of the Project, hereafter referred to as Phase 1, which will include predesign services, concept design of up to three alternatives, preferred design selection, and schematic design for the preferred concept.

Program

The site program may include the following elements: waterfront access improvements, such as docks, floats, and/or boardwalks; traffic control and safety improvements, such as crosswalks and sidewalk connections; streetscape improvements, and/or parking and drop-off area; pedestrian facilities, such as paths and trails; shoreline enhancements, such as restoration, revegetation, and/or earthwork; landscape improvements, including hardscapes, planting, and site furnishings; critical area protection and mitigation; and, demolition and renovation of existing structures.

Project Team

The project team will include the following sub-consultants: Johnston Architects (architecture); Transportation Solutions, Inc., (traffic design and engineering); APS Survey & Mapping, Inc., (land surveying); HWA Geosciences, Inc., (geotechnical engineering); Elcon Associates, Inc., (electrical engineering); and DCW Cost Management (cost estimation).

Project Schedule

The City does not yet have a target date for project completion. The City and Consultant proposed the following timeline for Phase 1 of the Project. A detailed timeline including project milestones and delivery dates will be provided at the beginning of the Project Work. The timeline for subsequent work phases will be refined at the end of Phase 1 and will be contingent on funding availability.

Phase 1: Predesign, Concept Design Alternatives, Schematic Design (±12 months, June 2023 – May 2024)

- Predesign – 14 weeks
- Concept Design and Alternatives Analysis – 12 weeks
- Preferred Design Selection – 12 weeks
- Schematic Design – 12 weeks

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Future Phases (Not in Contract): Design Development, Construction Documentation, Construction Administration, Post Occupancy/Site Commissioning (June 2024 and beyond, estimates are approximate, timeline is contingent on funding, permitting, and outcome of Phase 1 work)

- *Design Development – 4 months*
- *Construction Documentation and Permitting – 9 months*
- *Bid Support and Coordination – 2 months*
- *Construction - 6 months*
- *Post Occupancy/Site Commissioning – 12 months*

Scope Summary

The Consultant anticipates providing the following Work elements under this Scope:

- Project management
- Predesign and Schematic Design services, including the following design specialties:
 - Landscape architecture
 - Architecture
 - Civil engineering
 - Marine engineering
- Preliminary technical guidance, including the following specialties:
 - Transportation engineering
 - Geotechnical engineering
 - Environmental planning and permitting
 - Arboriculture
 - Cost estimation
 - Surveying
- Stakeholder outreach and engagement
- *Future work anticipated as a contract supplement:*
 - Continued design services for the design specialties listed above, including:
 - Design Development, including Plans, Specifications, and Estimate (PS&E) at 30% and permit submittal
 - Construction Documentation, including Plans, Specifications, and Estimate (PS&E) at 60%, 90%, and 100%/Bid-ready
 - Detailed technical guidance for the specialties listed above
 - Construction Administration

Work Performed by the City

Throughout the duration of the Project, the City will perform services, furnish information, and answer questions as necessary to guide and complete the Project. The following services will be performed by the City:

- Provide existing and available as-built plans, records, studies, geospatial or other data, or other materials or records that are applicable to or that may inform, guide, or accelerate the Work outlined in this Scope.

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- Provide accommodations as required for all stakeholder meetings throughout the life of this contract.
- Review and comment on all deliverables outlined in this Scope.
- Participate in meetings, reviews, and events as outlined in this Scope.

General Assumptions

The following are general project assumptions for the Scope.

- Phase 1 tasks will be performed in succession as laid out in the detailed Project schedule. Delays in the Work completion may result in additional fees and services.
- If work conducted on the Project extends for a period of more than 18 months, hourly rates may be adjusted to reflect current rates.
- Changes in the detail of Work beyond what is described in this Scope will be made as requested by the City and authorized by amendment as extra work.
- Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.
- The Consultant will invoice the City on a monthly basis as Work is completed. If required, any special reporting of funds, such as may be required by State or Federal funding sources, will be handled entirely by the City.
- The City may supplement staffing needs with experts in particular subject matters to assist in the review process for all interim, draft, and final submittals. The experts will be an extension of City staff and will assist, as needed, in providing comments and the resolution of comment responses as part of the general review process for each submittal.
- All access permissions for completion of the Work will be obtained by the City.
- The Consultant is responsible only for meeting deadlines for their tasks and has no control over those portions of the schedule related to the tasks performed by the City or any third party that is retained by the City. The Consultant will work with the City to the greatest extent feasible to maintain the overall Project schedule.
- Imperial units will be used for all project documents.
- The City project manager shall compile and organize all comments received from City departments and other reviewers and provide them to the Consultant as a single cohesive document. Any conflicting comments shall be identified and reconciled by the City project manager prior to delivery to the Consultant.
- Review should be completed in a timely manner, in the duration as specified in the Project Schedule, in one cycle. Consultant is not responsible for delays in Project Schedule resulting from delays in review. During review periods, the Consultant may move forward on tasks that do not rely on review results.
- After the first round of review comments is closed, additional comments Consultant receives shall be considered as Consultant's additional efforts in communicating, interpreting, and addressing those comments and shall be addressed in the following tasks. Any extra work which is not in Scope and triggered by these additional comments will be through amended Scope.

Exclusions

- Consultant services not specifically described in this Scope.

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- Cultural resources and archaeological services and investigations, however, these services can be added by amendment.
- Any Work in pursuit of green building certifications and/or credentials, however, these services can be added by amendment.
- Permitting fees and permit submittals, which are assumed to occur in a future contract phase.

Scope of Work – Project Phase 1

The Work to be completed in Phase 1 is broken down into the following tasks for project reporting, billing, and accounting.

- Task 1 – Project Management
- Task 2 – Stakeholder Engagement
- Task 3 – Predesign
- Task 4 – Concept Design
- Task 5 – Schematic Design

Task 1 – Project Management

This Task addresses administration of work from initiation to closure.

Project Management Plan

The Consultant will provide a Project Management Plan to direct and define the analysis and decision-making process required to complete the project. The plan will include these components:

- Project scope of work
- Project schedule
- Team roles, work assignments and organization
- List of team meetings needed for project coordination
- Communications protocols
- Required reporting for applicable grant funding
- Records management
- Change management and control procedures including Change Log
- Project safety plan
- Quality management plan
- Closeout of project
- Drafts of Consultant's standard templates for meeting agenda and summaries.

Kick-off Meeting

The Consultant will facilitate one (1) in-person or hybrid kick-off meeting with key members of the Consultant team and City staff. The kick-off meeting will cover project introductions, internal and external stakeholder identification, roles of key individuals and stakeholders (e.g., RACI analysis), review of project scope with limitations and exclusions, and goal setting.

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Project Oversight and Reporting

The Consultant project manager will provide direction to the Project team, including Subconsultants, and conduct Project coordination meetings with appropriate task leaders. The Consultant will coordinate execution of the Project and meet regularly with the City project manager and staff.

The Consultant will provide direction to the Subconsultants and review their work over the course of the Project. Monthly monitoring of the subconsultant's budget will occur over the course of the Project. Current status, as well as projections, will be developed. Consultant will monitor Subconsultant costs and budgets, and propose corrective actions, if necessary. This may include formal Scope and/or budget modifications which would require City approval in advance.

The Consultant's project manager will monitor the Project planned budget versus actual progress. Consultant will prepare and submit an invoice and brief progress report monthly that reflects progress over the previous billing period and anticipated activities over the next billing period. The monthly progress report will include: a summary of any identified variances from the budget and schedule, reason(s) for the variance, and proposed corrective action(s). New Project Changes will be noted. The Consultant will update to the Project delivery schedule, as changes occur. Project schedule tasks and milestones shall be consistent with the task and deliverables described in the Scope.

The Consultant will provide Quality Assurance / Quality Control (hereafter as QA/QC) in accordance with the Consultant's in-house QA/QC Plan and modified as needed to meet Project specific requirements. The Consultant is responsible for adhering to the QA/QC procedures for all phases of body of work that include but not limited to: computer modeling assumptions, input and output files, analysis approach, design calculations, reports, plans, specifications, and cost estimates; and pertinent information on an ongoing basis. The task entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format; and documents that the overall Project objectives are being fulfilled.

Assumptions:

- Internal project team coordination meetings will be held on a bi-weekly basis during Project duration. These meetings will be in addition to the coordination meetings held with the City.
- The Consultant project manager will maintain a reserve to accommodate additional quarterly meetings, either digital or in-person, with the principal-in-charge and City project manager, if needed.
- The Consultant project manager and the City project manager will confer on project progress via telephone on a biweekly basis for the duration of the Project.
- Consultant invoices will include a summary with a breakdown of hours, tasks, and descriptions of work completed.
- As part of the biweekly calls with the Consultant project manager and City project manager, the Consultant will check in on quality management to ensure product quality aligns with City's expectations, identifying and making corrective action(s), if needed.

Deliverables:

- Project Management Plan

- Kick-off meeting with key members of Consultant Team and City staff
- Biweekly meetings with City project manager
- Monthly invoices and Progress Reports, including summary of biweekly meetings, emailed to the City in electronic (PDF) format.
- Monthly updates to Project delivery schedule in electronic (PDF) format.

Task 2 – Stakeholder Engagement

This Task address communication and engagement with stakeholders external to the Project Team to be identified in the kick-off meeting.

Stakeholder Engagement Plan

Building off the stakeholder discussion from the kick-off meeting, the Consultant will develop a Stakeholder Engagement Plan that outlines goals for who, when, why, and how stakeholders will be engaged. The plan will reference milestones in the Project Schedule and will outline stakeholder engagement responsibilities and expectations for both the Consultant and City staff. The plan will be submitted for review and approval by the City. Once approved, the Stakeholder Engagement Plan will serve as primary outline for collaborative stakeholder engagement through the duration of the current Project phase.

Engagement Website

The Consultant will design, build, and host a public-facing website for the duration of the current Project phase. The website will serve as an online headquarters for the public to access project information, participate in virtual engagement activities, and register for or review materials from public engagement events.

As necessary, the Consultant will request input from the City on critical information for website establishment, such as desired URL, graphics and branding, content, and imagery. A draft of the website will be shared with City for review prior to launch. The Consultant will add the City project manager or other City staff, if requested, as co-editors of the website. After website setup and launch, the Consultant will provide monthly website updates for the duration of the current Project phase.

Stakeholder Meetings

In collaboration with the City and in accordance with the Stakeholder Engagement Plan, the Consultant will participate in the following meetings with external stakeholders through the duration of the current Project phase:

- **Direct engagement meetings (up to 16 hours across all staff, including travel):** Members of the Consultant Team will support the City in the direct engagement of individual stakeholders or members of specific stakeholder groups. These meetings are anticipated to be informal small group meetings of 1-4 stakeholders. Direct engagement meetings may be held in-person or virtually as resources allow. Direct engagement meetings will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be referenced at direct engagement meetings. Consultant will provide an informal summary of talking points or discussion highlights following each meeting.

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- **Community Event Support (up to 12 hours across all staff, including travel):** Members of the Consultant Team will support the City at in-person pre-planned community events, such as farmers markets, concerts, picnics, or similar, occurring outside of working hours, including on weekends, as staffing and budgetary resources allow. Community event support will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be used for community events. If requested by the City, existing materials can be enlarged or reprinted for use at community events; such expenses will be billed at cost. Feedback received at community events will be collected, documented, and compiled by City staff. Consultant will not provide notes or summaries following community events.
- **Community Meetings (2):** The Consultant will support the City in the planning and facilitation of two community meetings occurring in-person and outside of working hours, but not occurring on weekends. Select members of the Consultant Team representing design or technical specialties with direct relevance to the planned focus of each community meeting discussion will be in attendance. The Consultant will prepare and provide materials necessary for successful meeting implementation, such as graphics, presentations, engagement exercises, and hardcopy collateral. All materials and supplies will be billed at cost; as possible and feasible, the City may provide materials and supplies for use at community meetings. Feedback received at community meetings will be collected, documented, and compiled by the Consultant. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each community meeting.
- **Official Meetings (7):** The Consultant will support the City at a total of seven (7) pre-scheduled official meetings occurring in-person during and outside of working hours, but not occurring on weekends. Official meetings are assumed to include up to five (5) meetings of the Parks and Recreation Board and up to three (3) meetings of the City Council to achieve a total of 7 official meetings. Official meetings will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be compiled for reference or presentation at official meetings. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each official meeting.

Assumptions:

- Stakeholder engagement will be a collaboration between Consultant and City staff. Where required or as requested, essential activities, such as scheduling, promotions, printing and mailing, accessibility accommodations, translation services, and direct stakeholder outreach will be led by the City. Attendance and facilitation will be performed jointly by Consultant and City staff, as appropriate. Production of stakeholder engagement materials, including graphics and digital format materials, will be led by the Consultant.
- Consultant stakeholder engagement activities will be limited to the level of effort represented in the Project budget.
- Website hosting fees and maintenance will be expensed to the project budget and will be covered for a term of twelve (12) months from project beginning. At Project completion and at the City's request, website and domain ownership will be transferred to the City.
- Social media and email promotions will be handled by the City using the City's existing accounts. No new or custom social media accounts, email accounts, or campaigns will be performed by

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the Consultant unless explicitly stated above; however, the Consultant may repost or cross post Project promotions to its existing social media accounts.

- The Consultant will endeavor to have certain staff members present at specific engagement events; however, based on individual staff commitments and schedules, some substitution of staff may occur. If alternate staff are in attendance, they will be qualified to speak about relevant design or technical issues, and they will be up-to-speed on Project status and issues.

Deliverables:

- Stakeholder Engagement Plan
- Engagement website, including setup plus twelve (12) months of maintenance and hosting
- Stakeholder meetings, as described above

Task 3 – Predesign

This Task address assessment of site conditions and compilation of background materials to constitute a design basis for subsequent work.

Data Collection and Field Verification

The Consultant will construct a base map that will inform Predesign and Schematic Design work products. The City will provide for use by the Consultant all relevant reports, studies, plans, and surveys pertinent to the Project, including, but not limited to: as-built drawings, critical areas report, cultural resources assessment, grant applications, Environmental Assessment, surveys, and geospatial data.

The Consultant will conduct site visit(s) to verify the information shown in the existing documents. As necessary to convey the current site conditions, Consultant will document additional or missing information through photography (aerial or on-site), supplemental technical study, or other means. Consultant will confirm existing wetland, stream, and lakeshore critical area boundaries and ratings, and, if necessary, Consultant will re-delineate features that may have buffers affecting the Work area.

Reserve Services for Technical Specialties

During the course of the Phase 1 Work, certain technical specialties may be engaged on an as-needed on-call basis. Services requested of technical specialties may include, but are not limited to:

- Review of existing discipline-specific data and advise on potential concerns and issues.
- Participation in coordination meetings or calls.
- Advise on design concepts, calling out critical concerns and red flag issues during concept design.
- Contribute summary information to support documentation.

If supplemental technical studies are determined by the City and Consultant to be critical to the advancement or completion of the Phase 1 Work, the Consultant will notify the City in writing (via email) of the intent to access budget reserves. Each request will be accompanied by a level of effort estimate. If a requested task exceeds the budget reserve for that technical specialty, the Consultant will furnish a detailed fee proposal for City review, and, if approved, will submit a formal contract amendment for respective additional fee. Technical reserves are allocated as noted for the following technical specialties:

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- Arborist - \$4,500
- Electrical Engineering - \$5,000
- Geotechnical Engineering - \$5,000
- Survey - \$10,000
- Traffic Engineering - \$7,000

Site Analysis

The Consultant will conduct a thorough site analysis to gain a comprehensive understanding of the project site, its surrounding context, the regulatory context for the project site and proposed program, as well as the Stakeholders involved in the project. Site analysis will include the following:

- Review and compile existing data and documentation related to the project site, including previous studies, surveys, reports, and any available historical records. This includes a brief site reconnaissance to evaluate streams/wetlands on the existing park property and to screen for wetlands on the two newly acquired adjacent residential properties. Reconnaissance findings will be incorporated into the existing conditions memo.
- Analyze existing site plans, topographic maps, aerial imagery, and GIS data to gain an understanding of the site's physical characteristics, including vegetation, critical areas, infrastructure, etc.
- Collect and analyze publicly available data, such as demographic information, land use maps, zoning regulations, and transportation networks, to assess the site's context within the surrounding area.
- Evaluate relevant geotechnical reports, soil surveys, and environmental studies to identify any potential constraints or opportunities related to soil conditions, contamination risks, or natural resource preservation.
- Utilize existing data on hydrological patterns, flood zones, and shoreline erosion to assess the site's vulnerability to natural hazards.

Conduct Regulatory Review:

- Identify and review local, state, and federal regulations and guidelines applicable to the Project development.
- Assess zoning ordinances, building codes, and land use regulations specific to the project site.
- Review relevant building, fire, energy, seismic codes etc., and safety regulations relevant for potential adaptive reuse of existing structures.
- Research and identify any specific permits or approvals needed for Project development.

Evaluate Grant Requirements:

- Review the terms and conditions of the grant agreement to understand the specific requirements and obligations associated with the grant.
- Determine the specific deliverables and outcomes expected by the grant funder and develop a plan to meet those requirements.
- Review any specific performance metrics or evaluation criteria outlined in the grant agreement and establish a system for tracking and reporting progress.
- Identify any grant-specific restrictions or limitations that may impact the Project.

- Collaborate with the City to ensure all project activities align with the grant requirements and goals and make any necessary adjustments.

Stakeholder Analysis:

- Conduct stakeholder identification and mapping to identify key stakeholders relevant to the Project. Analyze publicly available demographic and socioeconomic data to understand the characteristics and needs of the surrounding community, considering factors such as population density, income levels, and recreational preferences.
- Identify relevant governing bodies including federal, state, and local agencies that will be involved in the Project.
- Research and analyze property ownership records to understand the ownership structure and boundaries of adjacent properties.
- Identify community organizations, such as neighborhood associations, civic groups, or nonprofit organizations, neighboring businesses, and institutions to inform strategies listed in Task 2.
- Review and analyze past stakeholder input, including meeting summaries, survey results, and feedback received to identify common themes, and understand their perspectives and concerns, to inform the Project design and decision-making process.

Pre-design Charette (1)

The Consultant will facilitate a Pre-design Charette bringing together the core design and technical team, along with key City staff members, to engage in a collaborative session aimed at exploring project requirements, goals, vision, constraints, opportunities, and initial ideas. The Consultant will document the outcomes of the workshop and provide a summary memo outlining key findings, decisions, and actionable next steps for the project team to further refine and progress the Project vision. The Consultant will:

- Facilitate a 3 hour, in person, workshop with the core design and technical team, along with key City staff members, to gather input and insights for the Project.
- Define the workshop objectives, ensuring that the session focuses on identifying project requirements, goals, vision, constraints, opportunities, and initial ideas.
- Prepare workshop materials, including presentation slides, exhibits, and discussion prompts, to guide the session and encourage active participation.
- Conduct a brief project overview presentation, providing background information, context, and any existing project materials to ensure all participants have a shared understanding of the project.
- Facilitate discussions to allow participants to share their perspectives, ideas, and aspirations for the Project, encouraging active listening and collaboration among team members.
- Facilitate discussions around project constraints and challenges and any unique opportunities or strengths of the project site that can be leveraged to enhance the design and functionality of the Project.
- Facilitate discussions to generate ideas, design strategies, and concepts that align with the Project's goals and vision, considering factors such as user experience, sustainability, community engagement, and desired amenities.

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- Capture and document the key findings, insights, and decisions made during the workshop, ensuring that all ideas, concerns, and opportunities are recorded for future reference.
- Summarize the workshop outcomes and prepare a workshop memo highlighting the key findings, decisions, and actionable next steps for the design and development process.

Assumptions:

- The City will provide the available existing information in electronic working file formats (Word, Excel, DWG, JPG, SHP, etc.) as feasible. All other information can be provided in electronic PDF format.
- A budgetary reserve is identified for supplemental technical study, if required in Phase 1. No additional technical studies will be required for Phase 1. Budgetary reserves for technical studies that are not used in Phase 1 will carry over to Phase 2.
- On-site visual confirmation is limited to items that are above ground, visually apparent, and identifiable.
- If observed, the Consultant will report major discrepancies between site observations and as-built drawings to the City.

Deliverables:

- Base map and site photographs
- Existing conditions memo, for inclusion in Schematic Design Report
- Technical documentation from supplemental studies, if completed
- Summary memo from Predesign Charette

Task 4 – Concept Design

This Task involves developing a preliminary vision and conceptual framework for the park. Working closely with City staff, analyzing feedback from stakeholders and utilizing site analysis findings, the Consultant will establish a shared vision, design objectives, and design narrative for the Project. The consultant will create a spatial layout, considering functional uses and key amenities, while incorporating best practices and inclusive design principles. Three initial design alternatives for park elements will be created and refined into a preferred concept based on community and City staff feedback. Visual representations will be developed to communicate the design concepts effectively. Additionally, design guidelines and strategies will be identified and documented to guide future phases of the Project.

Design Program

The Consultant will explore and develop a design program that reflects the desires and needs of the community while considering the site's spatial characteristics and programmatic constraints to allow for the creation of a vibrant and inclusive Project that offers diverse opportunities for recreation, cultural activities, education, and user engagement.

- Conduct an analysis of existing City parks and their program offerings to identify potential program gaps and opportunities for the Project.

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- Review community feedback and input gathered from past community engagement activities and Project specific community engagement to understand the specific program desires and needs expressed by residents and stakeholders.
- Consider the diverse needs and requirements of various program types, such as recreational activities, cultural events, educational spaces, nature exploration, and social gathering areas.
- Analyze the spatial characteristics, constraints of the site and compatibility of different program elements to identify suitable areas and zones for different program elements, ensuring efficient and functional use of space.
- Develop a program matrix or list that outlines the identified program/uses, their spatial requirements, estimated user capacities, and potential synergies between different program elements.
- Prioritize program based on the project goals, community input, feasibility, and anticipated user demand.
- Document the findings, recommendations, and prioritized program in a presentation that can be shared with City staff and decision-makers for further discussion and approval.

Development of Concept Design Alternatives (3)

The Consultant will develop three alternative concept designs, exploring multiple design options that allow for creativity, adaptability, and responsiveness to various project constraints and stakeholder considerations. This will provide a comprehensive analysis of cost, permit requirements, environmental impacts, and stakeholder impacts for each alternative, facilitating informed decision-making and leading to the selection of a preferred alternative for implementation.

- Develop three distinct concept design alternatives that demonstrate different spatial arrangements, circulation patterns, and organization of program elements, while ensuring they are all functional and responsive to the project's goals, requirements, and stakeholder input. Concepts will be iterative in nature, allowing the City more flexibility in selecting a preferred design.
- Ensure that the park elements and program are not mutually exclusive to the specific design alternatives, allowing for interchangeability and flexibility in incorporating different elements based on the final design direction.
- Conduct cost estimating for each alternative, including the construction, materials, and installation costs, and any associated long-term maintenance considerations.
- Provide a summary of the permit pathway and applicable regulations for each concept design, identifying the timeline, necessary permits, approvals, and environmental review processes that need to be considered.
- Assess the potential environmental impacts associated with each concept design and define high level mitigation needs and strategies to minimize adverse effects, such as addressing stormwater management, mitigating buffer impacts, and preserving sensitive habitats.
- Evaluate the impacts on adjacent landowners and stakeholders for each concept design, identifying potential concerns, opportunities for collaboration, and strategies to address any impacts on the neighboring properties or community.
- Prepare a deliverable for the three alternatives, including a site plan that illustrates the spatial arrangement of park elements, pathways, amenities, and program areas. Develop additional

sketches, diagrams, design drawings or renderings, such as perspectives, elevations, or sections, to visually communicate the design intent, key features, and user experiences for each concept.

Alternatives Presentation and Analysis (1)

The Consultant will present the program analysis and three alternatives in a workshop-style meeting that aims to gather feedback and ensure that the City's preferences and input are incorporated into the decision-making as the Project progresses to the selection of the preferred alternative. An objective of the meeting will be to refine the full array of presented alternatives into a smaller menu to share with the public.

- Reconvene the pre-design charrette group and organize a workshop-style meeting to present the program analysis and the three concept alternatives.
- Prepare a comprehensive presentation that highlights the findings of the program analysis, including an overview of the desired park programs, identified gaps, and the incorporation of community feedback.
- Present each of the three concept alternatives, providing a thorough description and visual representations of the spatial layout, elements, circulation patterns, and programmatic arrangements.
- Facilitate a structured discussion on the merits and feasibility of each concept alternative, considering factors such as vision, project goals, site constraints, community aspirations, budgetary considerations, and sustainability objectives.
- Incorporate iterative design exercises to explore modifications, combinations, or enhancements to the concept alternatives.
- Engage in a decision-making process with the City staff to determine the preferred alternative direction based on the workshop discussions, feedback, and the alignment with the project's vision and objectives.
- Prepare a brief summary memo that outlines the workshop outcomes, including the preferred alternative direction, key design considerations, modifications or refinements discussed during the workshop, and a rationale for the final decision.

Selection of Preferred Alternative

The Consultant will refine and consolidate the elements from the three concept alternatives into one cohesive and integrated final concept design that incorporates feedback from previous Tasks.

- Compile and analyze feedback received from City staff, community members, and stakeholders regarding the three concept alternatives presented.
- Provide targeted engagement with additional identified stakeholders to gather their input on the refined concept design.
- Conduct a comprehensive review and assessment of the strengths, weaknesses, opportunities, and constraints associated with each concept alternative based on the feedback received.
- Identify common themes, preferences, and key elements that have resonated positively across the feedback, indicating the most favored and desirable design components.
- Explore potential combinations and integrations of the preferred elements to create a cohesive final concept design that maximizes the desired features and functionality.

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- Ensure that the refined concept design maintains alignment with the project goals, programmatic requirements, budgetary considerations, and the overall vision established for the Project.
- Summary memo including a narrative of the preferred alternative.

Assumptions:

- Up to three concept-level options for the Project which includes the newly acquired parcels, integration with the adjacent Lyon Creek Waterfront Preserve Park, and improvements to Beach Dr SE to provide safe bicycle and pedestrian connections to the Burke Gilman Trail and the SR522 intersection.
- The Consultant will provide Concept Design Alternatives with comparison narrative to the City.
- When alternatives are being considered or decisions are being made, the City will make final decisions.
- Each Concept Design Alternative will only be pursued if it is a viable option for project implementation. If an alternative is determined by agreement of the Consultant team and City project manager to no longer be viable, such as due to cost or other issue, the decision will be recorded in the Project Change Log and further development of the design option will cease.
- Once the preferred Concept Design is identified, further development of other alternatives will cease.
- The Consultant assumes that the City will provide timely and consolidated feedback on the design alternatives and subsequent refinements. This includes a clear process for consolidating comments from City staff and decision-makers into cohesive and actionable feedback.
- The Consultant assumes that the City will identify and engage additional targeted stakeholders, providing the necessary introductions and facilitating their participation in the input-gathering process for the refined concept design.

Deliverables:

- Design program memo
- Site Plans and additional design drawings as needed for each Concept
- Permit pathway and regulatory considerations documentation for each Concept
- Cost estimate for each Concept
- Landowner and Stakeholder Impact summary
- Alternatives Analysis workshop memo
- Preferred Alternative memo

Task 5 – Schematic Design

This task entails a deliberate transition from selecting the preferred alternative, derived from comprehensive feedback and stakeholder input to the documentation of the refined and cohesive preferred design for the Project. This phase culminates in the development of comprehensive design documentation, including drawings, renderings, a report that summarizes information associated with the preferred alternative including cost estimates, permit pathways, environmental impact, and stakeholder impact summaries.

Preparation of Schematic Design Package

The Consultant will develop a Schematic Design Package, visually conveying the design intent of the Project for use in communicating with the public and fulfilling funding requirements. It will consist of drawings, renderings, and other visual materials to effectively communicate the proposed design elements and overall vision for the Project. The second deliverable is a Schematic Design Report, consolidating all relevant information such as cost estimates, permit pathways, environmental impacts, phasing considerations, etc. This report will provide a comprehensive overview of the design and serve as a reference document for moving into the next phase of project design.

In the Schematic Design Package, the Consultant will provide:

- **Site plan:** A detailed, scaled plan showing the layout of the Project, including the placement of major features, amenities, pathways, and landscape elements.
- **Enlargement plans (as needed):** This could include areas off-site along Beach Dr. or plans of proposed or adapted building structures.
- **Design drawings:** Visual representations of the Project, which may include elevation drawings, sections, and perspectives that illustrate key design elements and their relationship to the site.
- **Renderings:** High-quality visualizations of the Project.
- **Materials, finishes, and planting:** Narrative and images of materials, finishes, and high-level approach to planting to be used in the park, such as paving materials, seating options, lighting fixtures, and landscape materials.
- **Conceptual diagrams:** Diagrammatic representations of the design concepts and their underlying principles, illustrating the intended spatial relationships and design intentions.

Preparation of Schematic Design Report

The Consultant will develop a Schematic Design Report that consolidates all pertinent information related to the schematic design. It will include an itemized cost estimate, outlining projected costs associated with various design elements, materials, construction, and other relevant expenses. Also, the report will present a detailed permit pathway, summarizing the necessary permits, regulations, and approval processes required for the design's implementation. It will address potential environmental impacts, propose mitigation strategies, and provide a summary of impacts on adjacent landowners and stakeholders. Furthermore, the Schematic Design Report will consider phasing options and present a cohesive plan for the implementation of the design in a logical and feasible manner.

The Schematic Design report will include:

- **Design rationale and narrative:** A written explanation of the design approach, principles, and intentions, providing context and background information.
- **Preliminary engineering summary:** Summary prepared by the marine engineer, civil engineer, structural engineer, or other subconsultants involved in the project, providing technical analysis and recommendations related to shoreline impacts, site grading, drainage, utilities, structural elements, and other engineering considerations.
- **Sustainability strategies:** Summary of sustainable design strategies incorporated into the Project design, which may include energy efficiency, water conservation, use of recycled materials, integration of green infrastructure elements, etc.

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- **Signage and wayfinding:** Summary of recommendations for park signage, wayfinding elements, and interpretive displays to guide visitors and provide information about park features, amenities, and rules.
- **Public art integration:** Concepts and strategies for integrating public art installations into the park design, highlighting opportunities for artistic expression and cultural spaces.
- **Cost estimate:** An itemized breakdown of projected costs associated with various design elements, materials, construction, and other relevant expenses.
- **Permit pathway:** A summary of the necessary permits, regulations, and approval processes required for the design's implementation, including any potential challenges or considerations.
- **Environmental impact:** A summary identifying and evaluating potential environmental impacts associated with the design, proposing mitigation strategies to minimize or eliminate adverse effects.
- **Phasing plan:** A plan outlining the recommended phasing strategy for the construction and implementation of the park design, considering logistical, financial, and operational factors.
- **Stakeholder impact:** A summary outlining the potential impacts on adjacent landowners, stakeholders, and the broader community resulting from the design and construction activities.
- **Accessibility considerations:** A summary detailing the measures taken to ensure compliance with accessibility standards and guidelines, promoting inclusivity and equitable access to the park.
- **Maintenance and operations recommendations:** Recommendations for ongoing maintenance and operational considerations, including suggested maintenance schedules, materials durability, and staffing requirements.

Assumptions:

- The Consultant will rely on the accuracy and completeness of existing data provided by the City or publicly available sources and will not be responsible for verifying its accuracy unless explicitly agreed upon in the scope of work. Additional surveys or technical studies may be identified during Schematic Design and conducted in a future project phase.
- The Schematic Design Report will be no more than 30 pages including visuals
- The City will review and provide consolidated comments to the draft deliverables within a reasonable timeframe to avoid project delays. This includes a clear process for consolidating comments from City staff and decision-makers into cohesive and actionable feedback.
- The City will provide a clear understanding of the project budget and any specific cost limitations or constraints as they are understood at the time.

Deliverables:

- Draft and Final Schematic Design Package
- Draft and Final Schematic Design Report

End of Phase 1 Scope

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Other Services (Not in Phase 1 Contract)**Design Development (NIC)**

Preparation of one (1) document package representing 30% PS&E, including plan drawings, outline specifications (in six-digit or WSDOT format, tbd), and cost estimate in sufficient detail to describe all aspects of the proposed development and consistent with the current design stage. Conduct detailed site investigations, if needed, to inform design development and prepare for eventual permit submittals.

Construction Documentation (NIC)

Preparation of three (3) document packages representing 60%, 90%, and 100% PS&E, including plan drawings, specifications (in predetermined format), and cost estimate in sufficient detail to describe all aspects of the proposed development and consistent with the respective design stage. 60% PS&E will be submitted for permits, as outlined in the permit pathway provided in the Schematic Design package.

Bid Support Coordination (NIC)

Assembly of one (1) document package for advertisement for public bid. Provide support services to assist with contractor selection and contracting.

Construction Administration (NIC)

Administration of construction, including weekly meetings, site visits, contractor coordination, and review of built work through construction completion. Post-construction site commissioning, including quarterly follow-up through site establishment period (e.g., one year after construction).

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Phase 1 Tasks:	Total Consultant Labor Fees
Task 1: Project Management <ul style="list-style-type: none"> Project management plan Kick-off meeting Project administration, including subconsultant coordination Biweekly meetings Monthly tracking and reporting 	\$ 26,977
Task 2: Stakeholder Engagement <ul style="list-style-type: none"> Stakeholder engagement plan Engagement website, setup plus twelve (12) months hosting and maintenance Stakeholder meetings, as described above 	\$ 41,585
Task 3: Pre-Design <ul style="list-style-type: none"> Data collection and field verification Site Analysis Predesign charrette (1) 	\$ 38,174
Task 4: Concept Design <ul style="list-style-type: none"> Design Program Development of 3 Alternatives, including cost estimates and visuals Alternatives Presentation and Analysis (1) Selection of Preferred Alternative 	\$ 58,132
Task 5: Schematic Design <ul style="list-style-type: none"> Preparation of schematic design package, including cost estimates and visuals Summary schematic design report 	\$ 42,613
BASE DESIGN FEE	\$ 207,481
On-call Technical Reserves <ul style="list-style-type: none"> Arborist (\$4,500) Electrical Engineering (\$5,000) Geotechnical Engineering (\$5,000) Survey (\$10,000) Traffic Engineering (\$7,000) 	\$ 31,500
Total Fee with Reserve Services	\$ 238,981

Revised 5/30/2023		Prime Consultant (DCG/Watershed)										Prime Consultant Fees	Subconsultants						Subconsultant Fees	Team Totals
City of Lake Forest Park / Lakefront Improvement Project (No. 230336)		Project Manager, Senior Landscape Architect	Landscape Architect	Landscape Designer	Ecologist	Senior Environmental Planner	Senior Marine Civil Engineer	Marine Engineer	Senior Civil Engineer, Principal-in-Charge	Drone Pilot, GIS Analyst	RESERVE FEE - Arboriculture (DCG/Watershed)		Architecture (Johnston Architects)	Transportation Engineering (Transportation Solutions)	Cost Estimation (DCW Cost Management)	RESERVE FEE - Geotechnical Engineering (HWA Geosciences)	RESERVE FEE - Survey (APS Survey)	RESERVE FEE - Electrical Engineering (Elcon)		
Task #	Task Title	\$194	\$167	\$ 113	\$146	\$ 220	\$ 213	\$ 162	\$ 299	\$ 140										
1	Project Management/Coordination											\$ 20,430.30	\$ 6,257.30	\$ 289.00	\$ -				\$ 6,546.30	\$ 26,976.60
1.01	Project Management Plan	4	2						1			\$ 1,410.60	\$ 220.00						\$ 220.00	\$ 1,630.60
1.02	Kick-off Meeting (assumes 90 min mtg, plus prep, travel, attendance, and follow up memo)	4	3			3	3					\$ 2,578.26	\$ 860.00	\$ 289.00					\$ 1,149.00	\$ 3,727.26
1.03	Project Oversight and Reporting (PRIME PM ONLY, includes scheduling, ancillary communication, invoicing, budget tracking; assumes 2 hr/mo)	24										\$ 4,665.60							\$ -	\$ 4,665.60
1.04	Biweekly internal team mtgs (x24 @ 0.5 hrs ea.)	12	12					12				\$ 6,280.80	\$ 4,720.00						\$ 4,720.00	\$ 11,000.80
1.05	Biweekly mtgs w/ LFP PM (x24 @ 1 hr ea)	24							2			\$ 5,263.60	\$ 440.00						\$ 440.00	\$ 5,703.60
1.06	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)											\$ 31.44	\$ 17.30						\$ 17.30	\$ 48.74
1.07	Printing/Reproduction/Plotting Expenses											\$ 200.00							\$ -	\$ 200.00
2	Stakeholder Engagement											\$ 31,359.42	\$ 10,225.15	\$ -	\$ -				\$ 10,225.15	\$ 41,584.57
2.01	Stakeholder Engagement Plan	8	2									\$ 1,889.20	\$ 220.00						\$ 220.00	\$ 2,109.20
2.02	Engagement Website (setup + 12 mo)	4	4	32								\$ 5,074.40	\$ 380.00						\$ 380.00	\$ 5,454.40
2.03	Direct Engagement Mtgs (16 hrs across full team)	14										\$ 2,721.60	\$ 440.00						\$ 440.00	\$ 3,161.60
2.04	Community Event Support (12 hrs across full team)	12										\$ 2,332.80	\$ -						\$ -	\$ 2,332.80
2.05	Community Mtgs (x2, inc prep)	8	16	12			2	8				\$ 7,310.00	\$ 5,620.00						\$ 5,620.00	\$ 12,930.00
2.06	Official Mtgs x 7 (Assume 4 hrs/mtg for prep, travel, attendance, and follow up memo)	28	28									\$ 10,119.20	\$ 3,480.00						\$ 3,480.00	\$ 13,599.20
2.07	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)											\$ 212.22	\$ 85.15						\$ 85.15	\$ 297.37
2.08	Website Expenses (includes hosting, domain fees)											\$ 500.00							\$ -	\$ 500.00
2.09	Printing/Reproduction/Plotting Expenses											\$ 1,200.00							\$ -	\$ 1,200.00
3	Predesign											\$ 22,451.68	\$ 14,014.06	\$ 1,707.48	\$ -				\$ 15,721.54	\$ 38,173.22
3.01	Data Collection and Field Verification (inc. dev basemap)	8	16	4	10		4	12		8		\$ 10,054.80	\$ 6,800.00	\$ 578.00					\$ 7,378.00	\$ 17,432.80
3.02	Site Analysis	4	12	12	2		4	12				\$ 7,230.00	\$ 1,200.00	\$ 252.00					\$ 1,452.00	\$ 8,682.00
3.03	Predesign Charette (3 hr mtg, w/ travel)	8	8	12			4					\$ 5,104.00	\$ 5,980.00	\$ 867.00					\$ 6,847.00	\$ 11,951.00
3.04	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)											\$ 62.88	\$ 34.06	\$ 10.48					\$ 44.54	\$ 107.42
3.05	Printing/Reproduction/Plotting Expenses											\$ -							\$ -	\$ -
4	Concept Design											\$ 29,021.82	\$ 22,154.06	\$ 835.24	\$ 6,120.00				\$ 29,109.30	\$ 58,131.12
4.01	Design Program	4	8					4				\$ 2,761.60	\$ 6,800.00						\$ 6,800.00	\$ 9,561.60
4.02	Development of Concept Design Alternatives	24	36	16	2	12	8	10				\$ 18,750.24	\$ 11,760.00	\$ 252.00	\$ 6,120.00				\$ 18,132.00	\$ 36,882.24
4.03	Alternatives Presentation and Analysis (2 hr mtg, w/ travel)	8	8				4					\$ 3,743.20	\$ 2,960.00	\$ 578.00					\$ 3,538.00	\$ 7,281.20
4.04	Selection of Preferred Alternative	8	8				4					\$ 3,743.20	\$ 600.00						\$ 600.00	\$ 4,343.20
4.05	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)											\$ 23.58	\$ 34.06	\$ 5.24					\$ 39.30	\$ 62.88
4.06	Printing/Reproduction/Plotting Expenses											\$ -							\$ -	\$ -
5	Schematic Design											\$ 24,005.48	\$ 13,000.00	\$ 167.00	\$ 5,440.00				\$ 18,607.00	\$ 42,612.48
5.01	Preparation of Schematic Design Package	20	32	16			4	8				\$ 13,194.40	\$ 10,400.00	\$ 167.00	\$ 5,440.00				\$ 16,007.00	\$ 29,201.40
5.02	Preparation of Schematic Design Report	12	18	10	3	4	4	6	4			\$ 10,811.08	\$ 2,600.00						\$ 2,600.00	\$ 13,411.08
5.03	Mileage Expenses (@ 2023 federal rate of c65.5/mi, assumes roundtrip travel from local office)											\$ -							\$ -	\$ -
5.04	Printing/Reproduction/Plotting Expenses											\$ -							\$ -	\$ -
6	Technical Reserves										\$ 4,500.00	\$ 4,500.00		\$ 7,000.00		\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 27,000.00	\$ 31,500.00
Anticipated Labor Hours by Staff Role		238	213	114	17	19	41	72	7	8	\$ 4,500.00	\$ 127,268.70	\$ 65,650.57	\$ 9,998.72	\$ 11,560.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 107,209.29	\$ 238,977.99

Lake Forest Park Lakefront Improvements

Design, Engineering, Environmental, and Permitting

D|C|G WATERSHED

Agenda

- Introductions
- Firm presentation
 - Meet the team
 - Approach
 - Vision
- Questions and Discussion (30 min)

presenters

Amber
Mikluscak, PLA,
GISP



Section 11, Item B.

Project Manager

process/design/outreach

Chuck
McDowell,
PLA



Landscape Architect

design/outreach

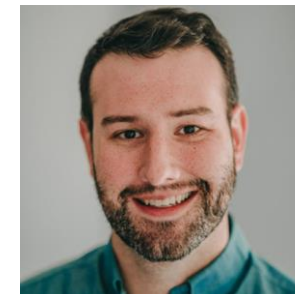
Jack Chaffin, AIA,
NCARB



Architect

architecture/adaptive reuse

Steve Robert, PE



Marine Engineer

engineering/waterfront
structures

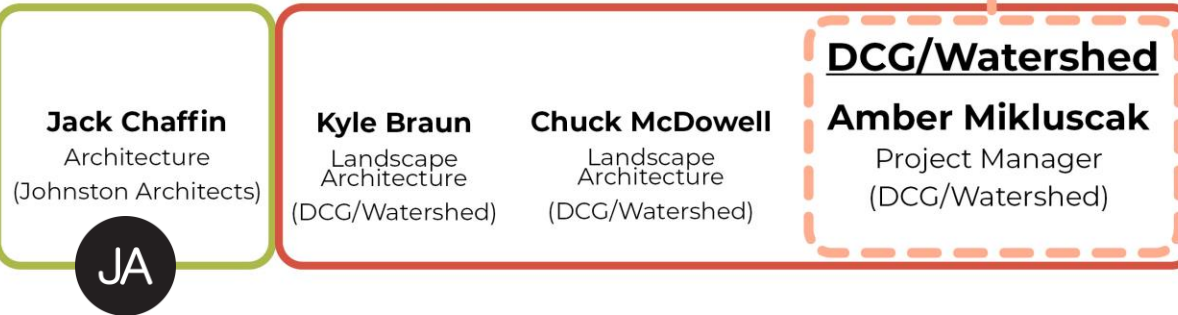
Meet the team

Lake Forest Park Public Works

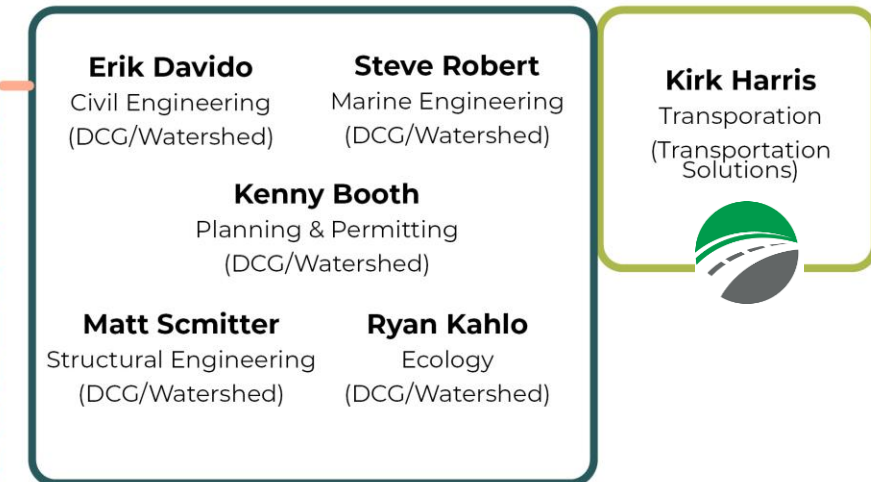


Cory Roche
City Project Manager

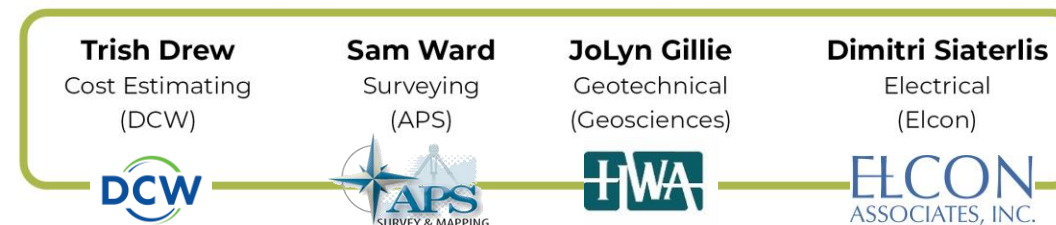
Core Design & Engagement Team



Core Technical Team

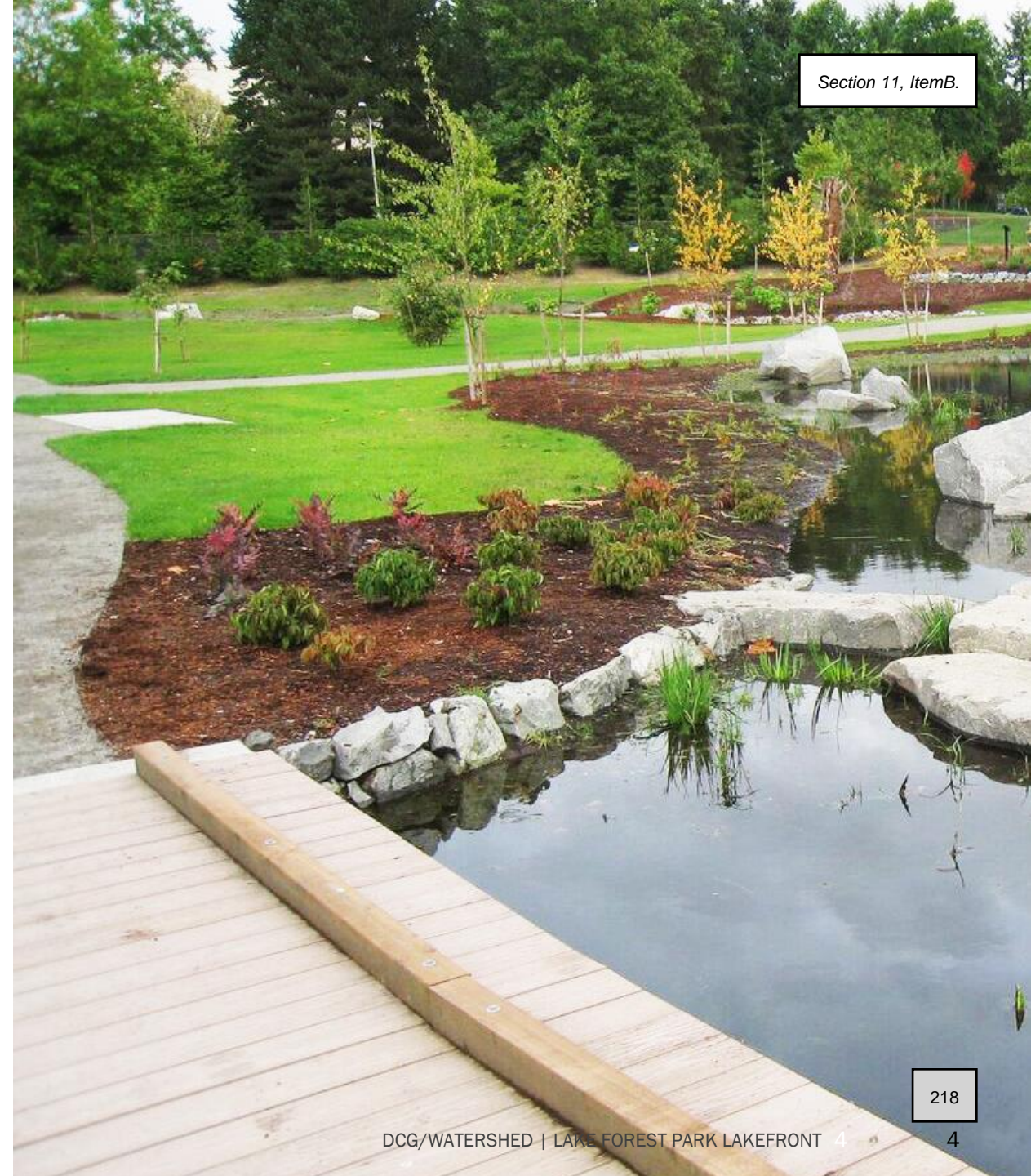


Technical Resource Team



Why DCG/Watershed

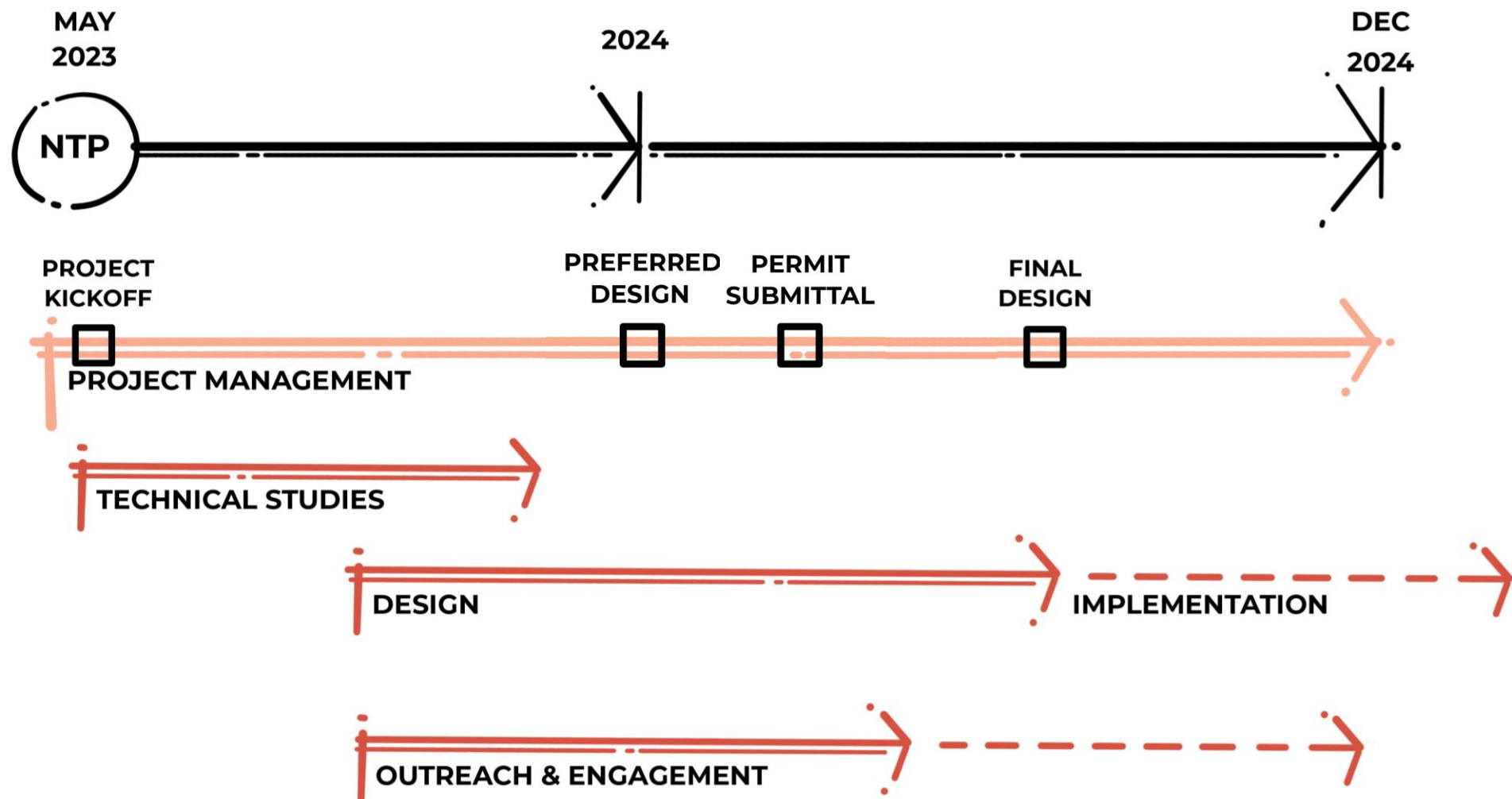
- Experience
- Expertise
- Efficiency
- Responsiveness
- Commitment
- Creativity and design excellence



Section 11, Item B.

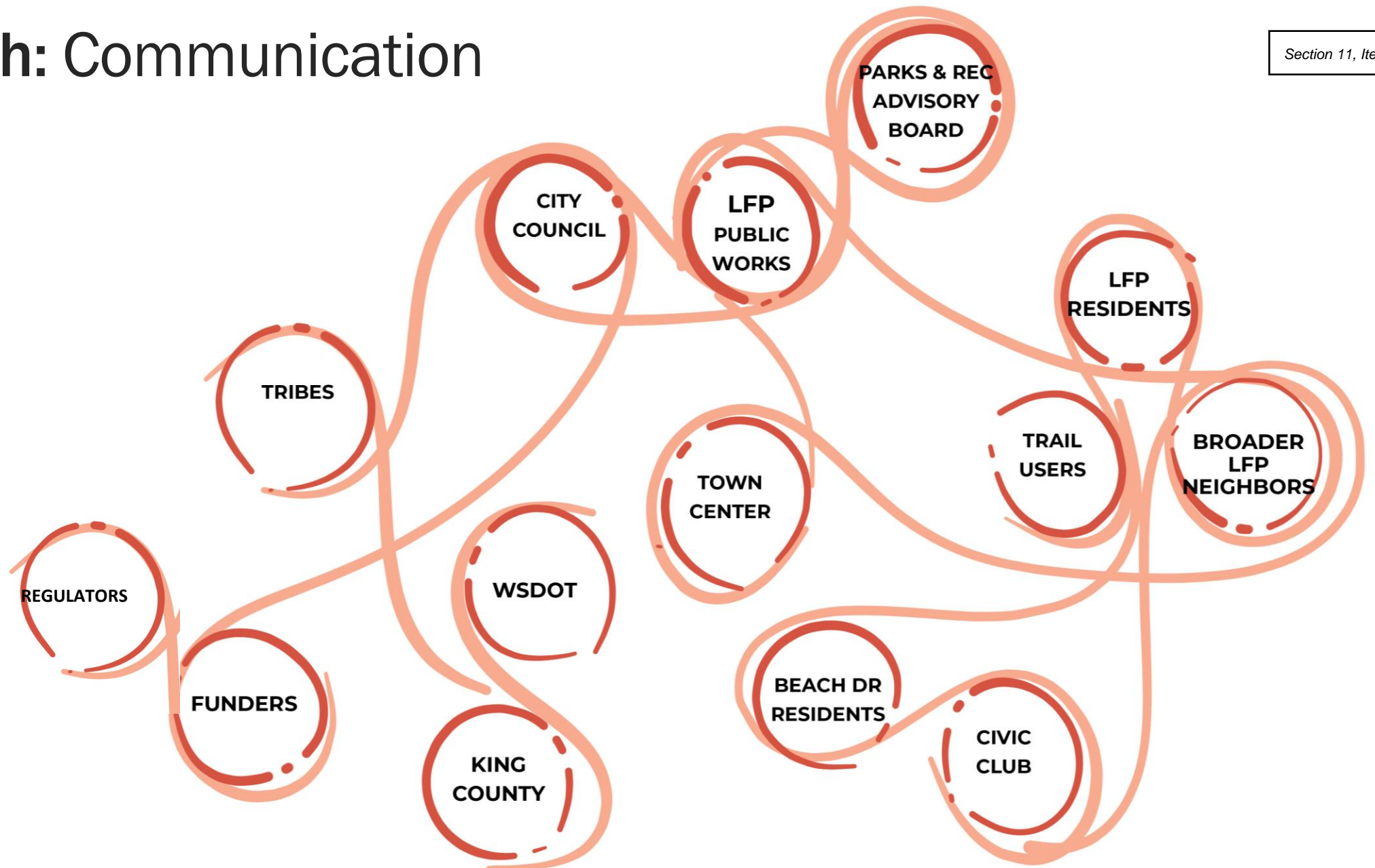
Approach

Approach: Sequence



Approach: Communication

Section 11, Item B.



Approach: Communication

Section 11, Item B.



Approach: Process



PROJECT PROCESS

Site Inventory

Programming,
Diagramming, Feasibility
Review, and Design
Development

Design Refinement
and Documentation

Phasing /
Implementation
Action Plan

Approach: Engagement

Section 11, Item B.



PUBLIC ENGAGEMENT

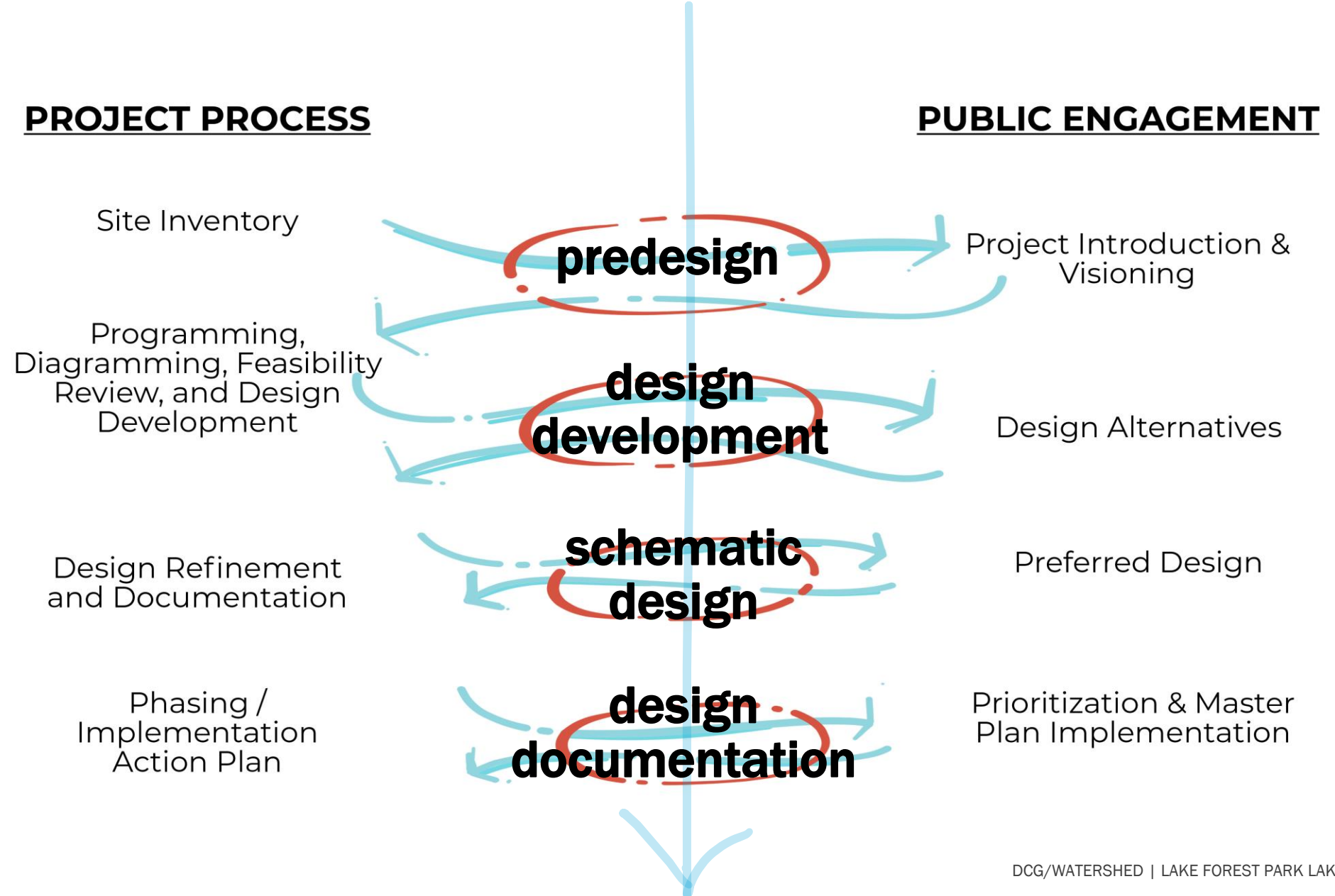
Project Introduction &
Visioning

Design Alternatives

Preferred Design

Prioritization & Master
Plan Implementation

Approach: Integrated Process



Approach: Design Thinking

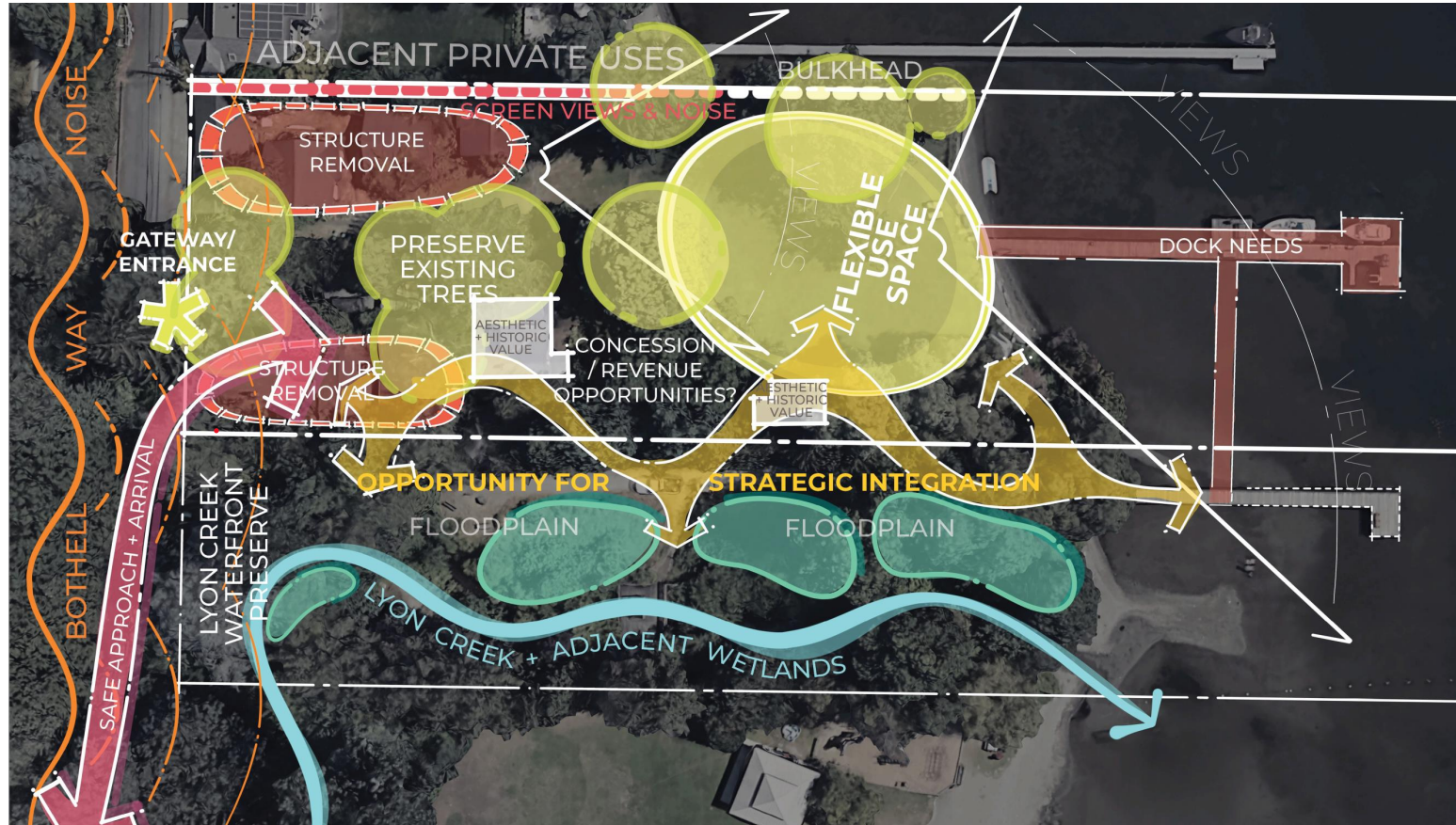
Section 11, Item B.

Constraints vs. Points of Flexibility Framework for Creativity



Approach: Analysis

Section 11, ItemB.

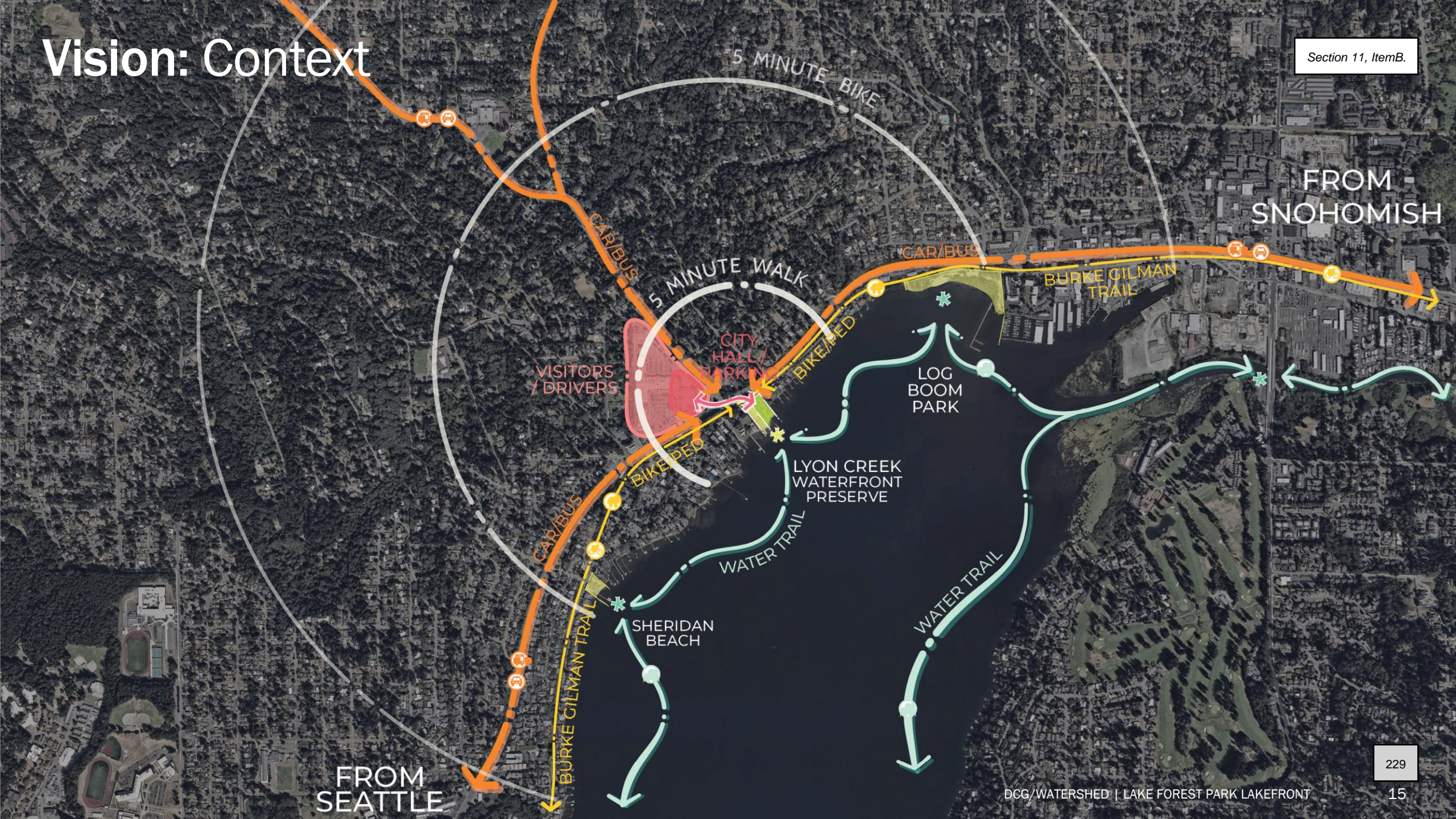


- Location and adjacent uses and ownership
- Natural resources
- Operations and maintenance
- Mitigation
- Adaptive reuse architecture
- Waterfront recreation structures

Vision



Vision: Context



Vision: Context



Vision: Arrival

Section 11, ItemB.



Vision: Entrance

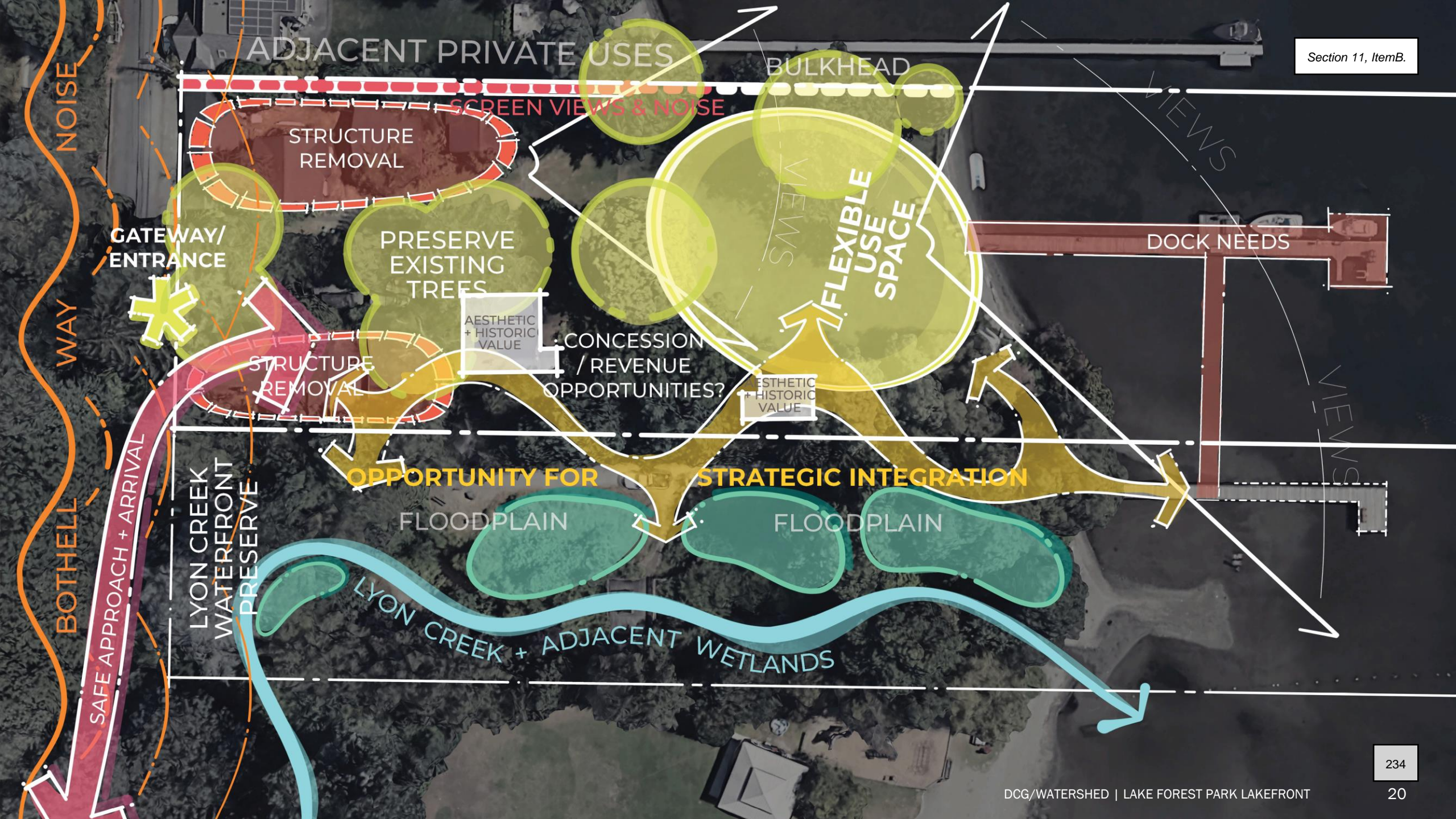
Section 11, ItemB.

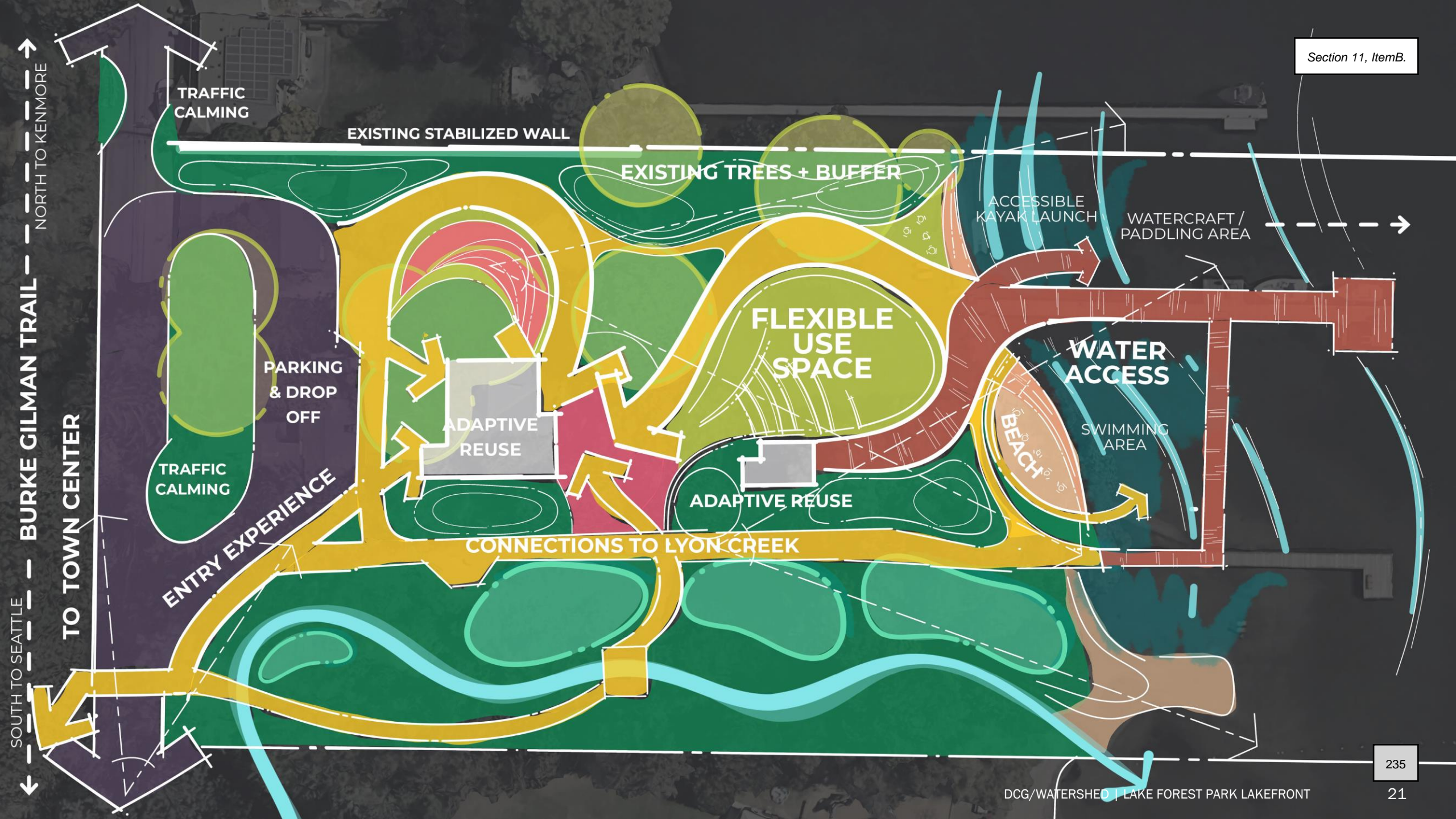


Vision: Interior and Waterfront

Section 11, ItemB.





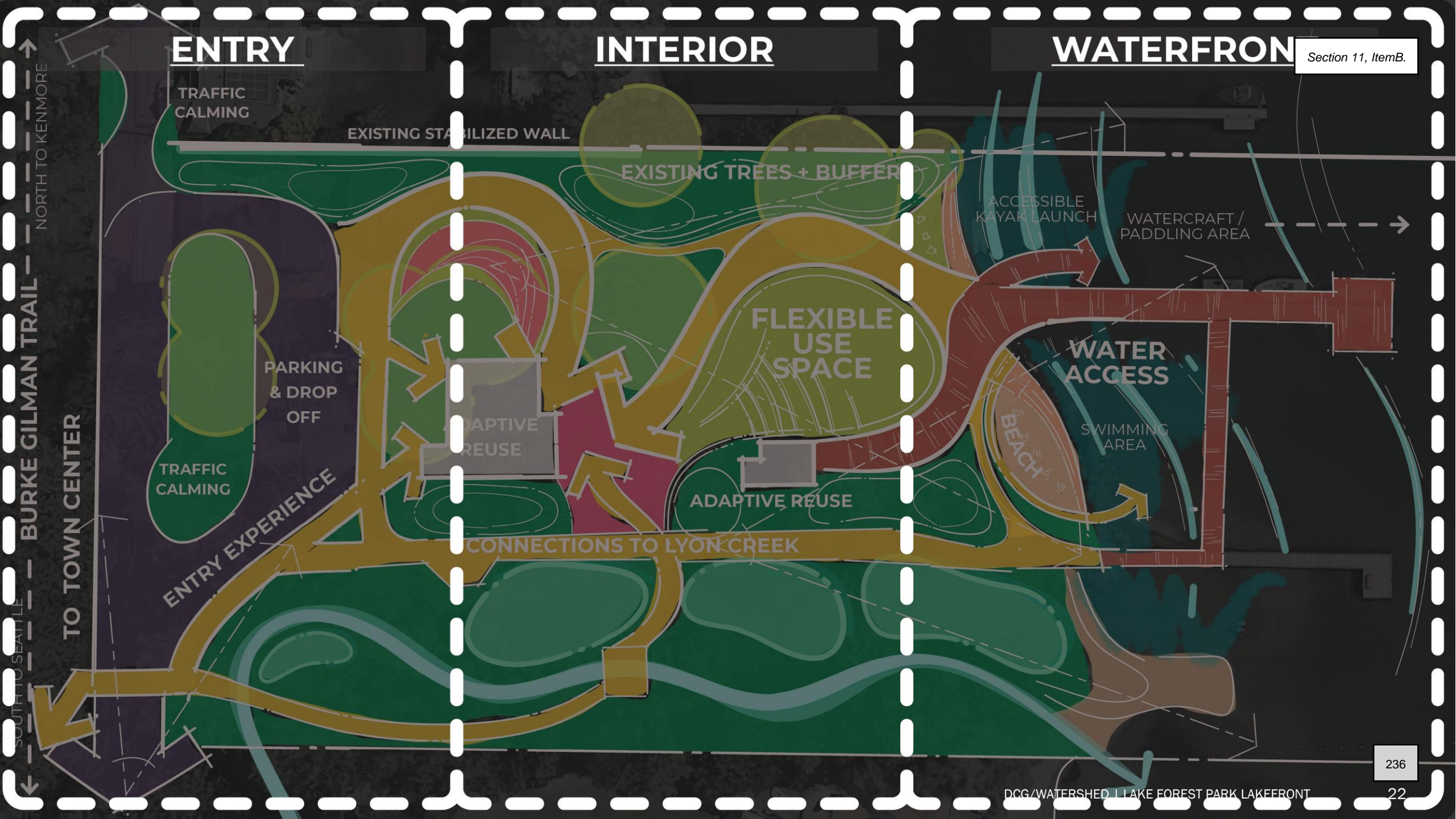


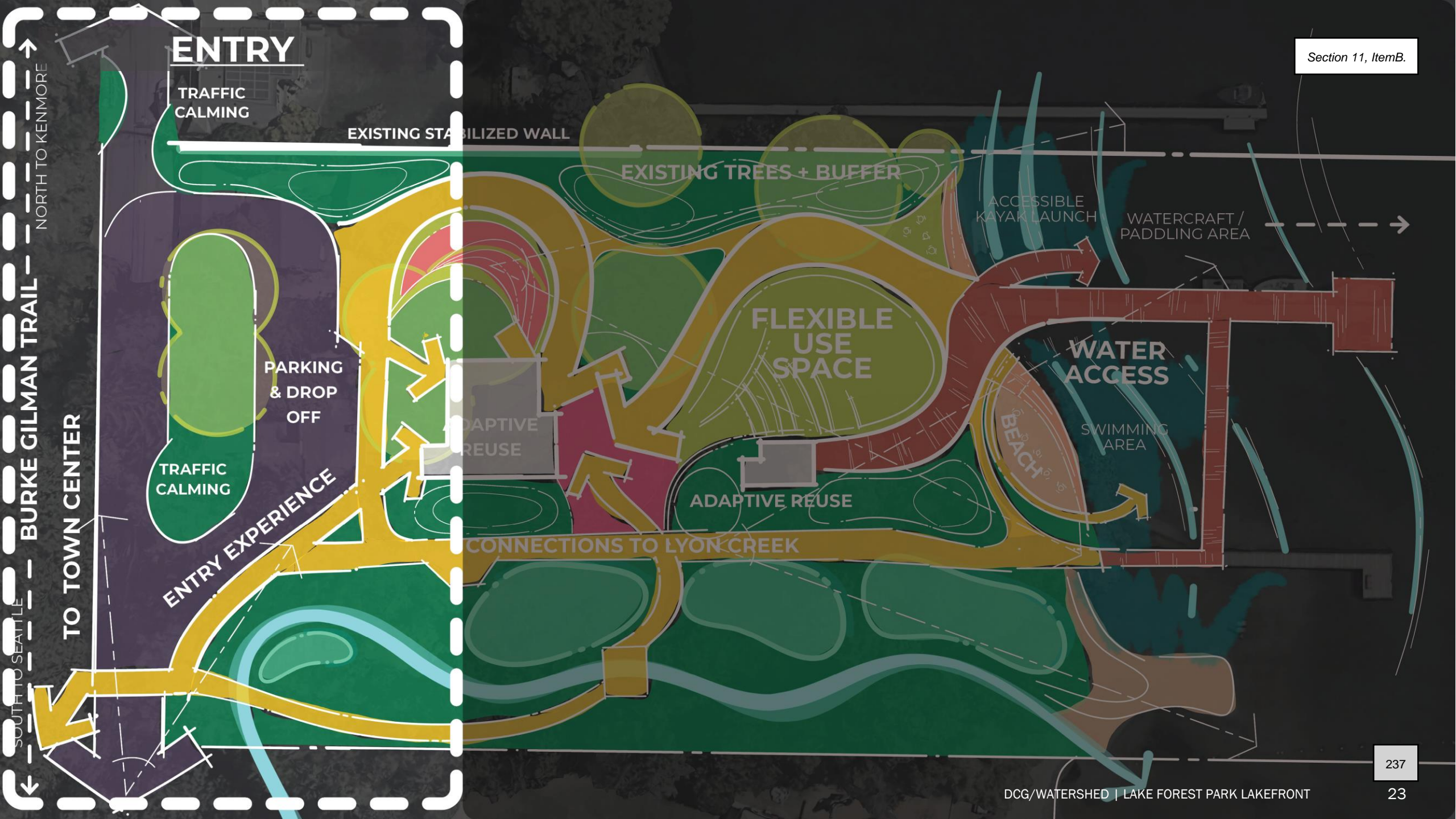
ENTRY

INTERIOR

WATERFRONT

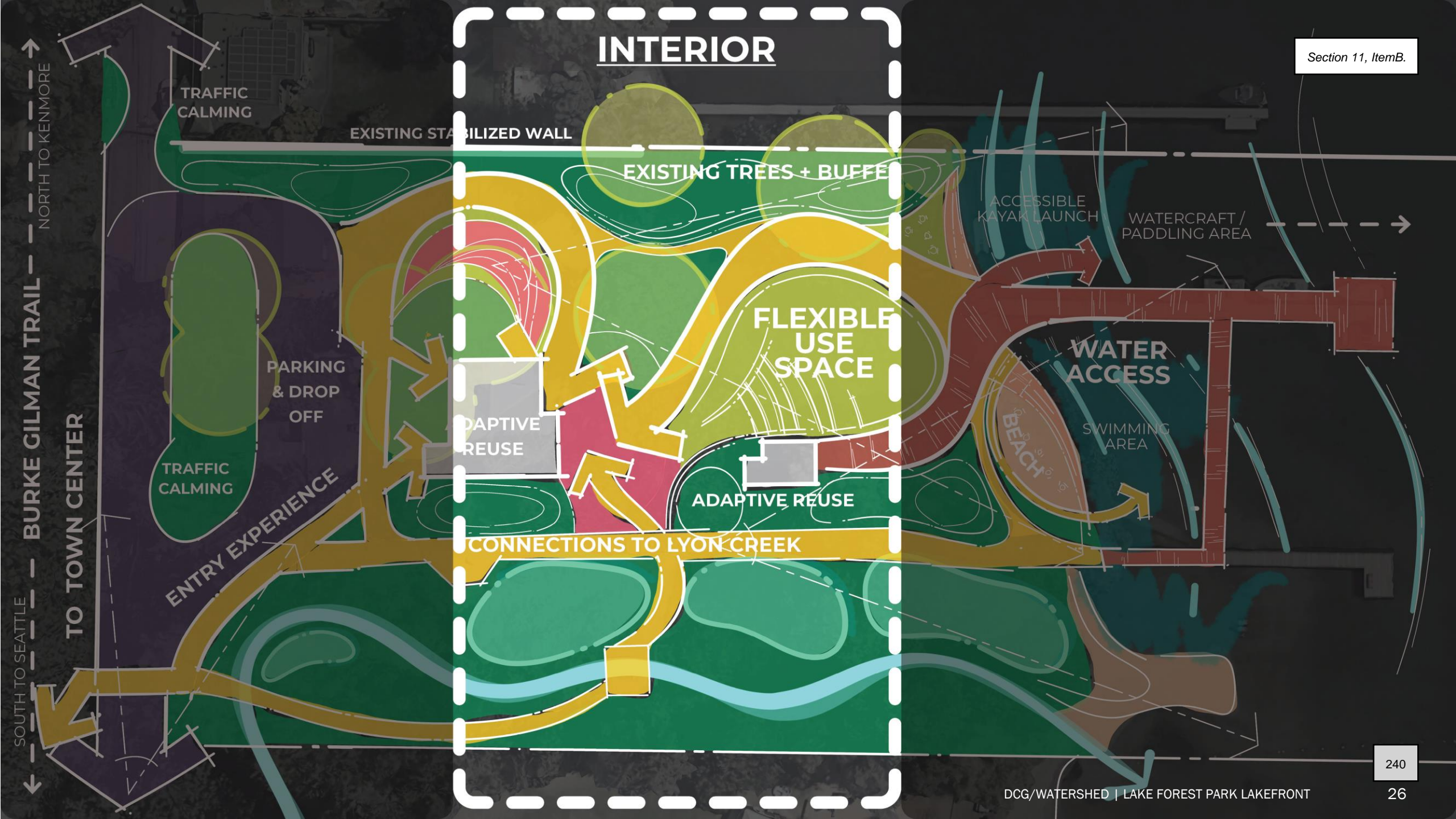
Section 11, Item B.











INTERIOR

Section 11, Item B.

TRAFFIC CALMING

EXISTING STABILIZED WALL

EXISTING TREES + BUFFER

ACCESSIBLE KAYAK LAUNCH

WATERCRAFT / PADDLING AREA

PARKING & DROP OFF

TRAFFIC CALMING

ENTRY EXPERIENCE

ADAPTIVE REUSE

FLEXIBLE USE SPACE

ADAPTIVE REUSE

WATER ACCESS

BEACH

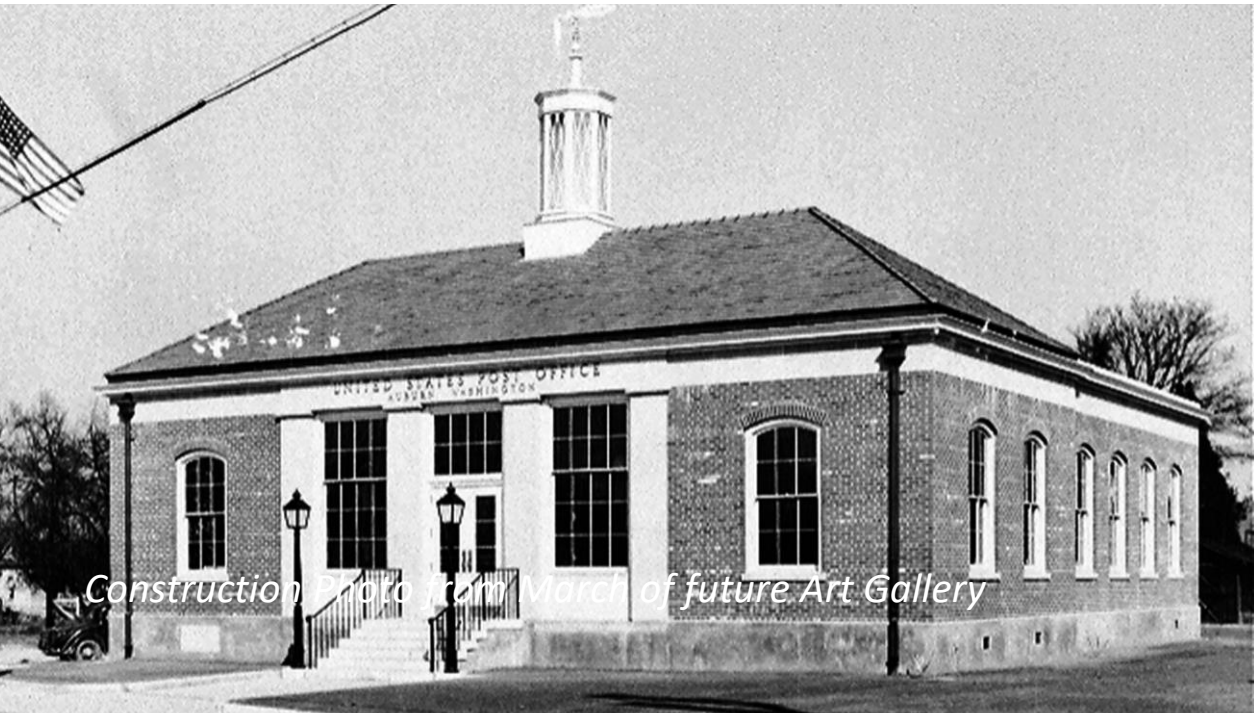
SWIMMING AREA

CONNECTIONS TO LYON CREEK



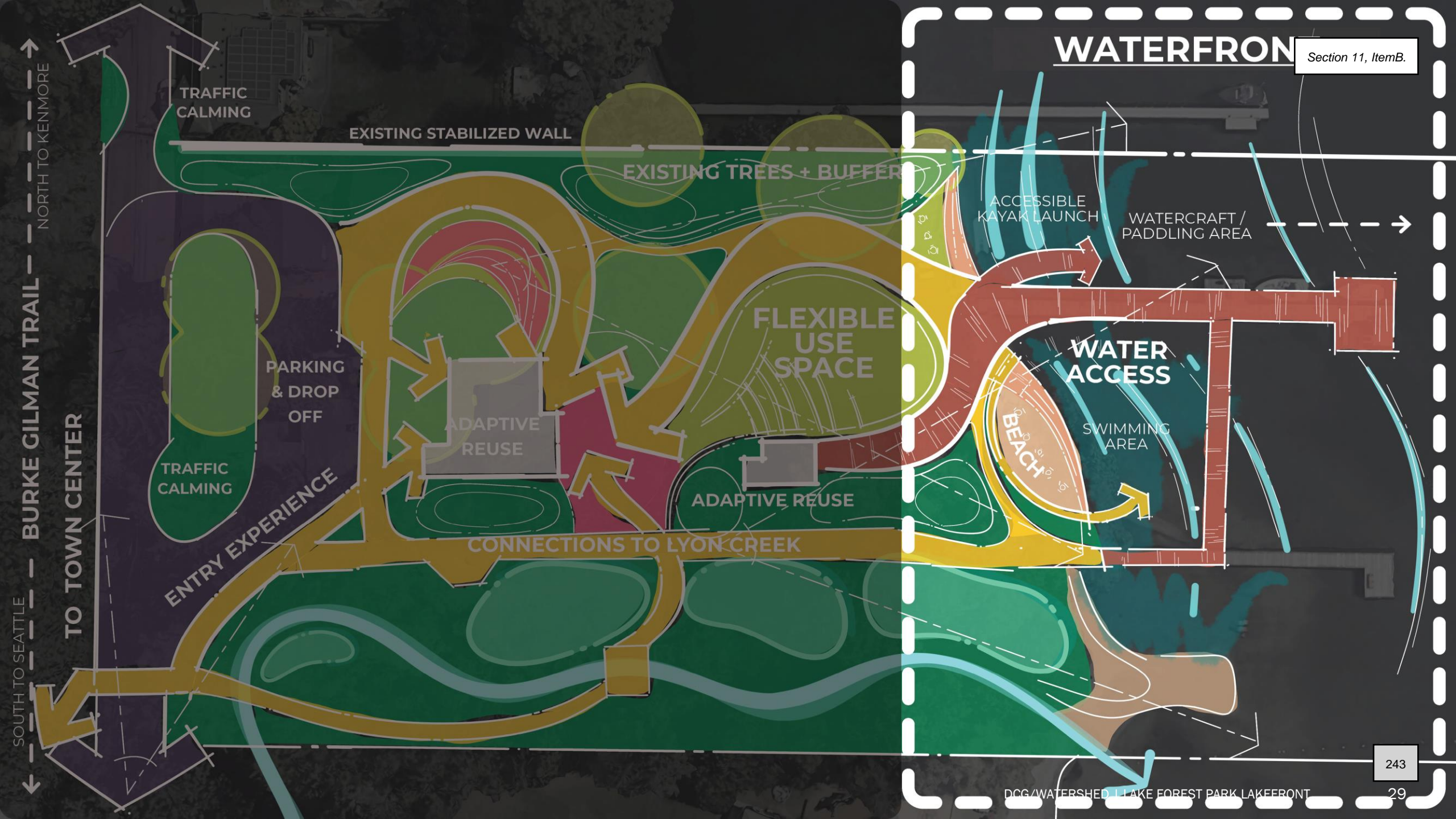


Section 11, ItemB.



Construction Photo from March of future Art Gallery





TRAFFIC CALMING

EXISTING STABILIZED WALL

EXISTING TREES + BUFFER

ACCESSIBLE KAYAK LAUNCH

WATERCRAFT / PADDLING AREA

PARKING & DROP OFF

TRAFFIC CALMING

ADAPTIVE REUSE

FLEXIBLE USE SPACE

ADAPTIVE REUSE

CONNECTIONS TO LYON CREEK

WATER ACCESS

BEACH

SWIMMING AREA

WATERFRONT

Section 11, Item B.









Questions and Discussion

Section 11, Item B.

Why DCG/Watershed

- Experience
- Expertise
- Efficiency
- Responsiveness
- Commitment
- Creativity and design excellence



DCG WATERSHED



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date June 8, 2023

Originating Department Public Works

Contact Person Jeff Perrigo, Public Works Director

Title Resolution 23-1892/Authorizing the Mayor to Sign an Agreement between the City of Lake Forest Park and Teamsters Local No. 117 (representing maintenance workers)

Legislative History

- First Presentation February 10, 2022 – closed session
- Second Presentation May 12, 2022 – closed session
- Third Presentation December 8, 2022 – closed session
- Fourth Presentation March 23, 2023 – closed session
- Action June 08, 2023 - Regular Meeting

Attachments:

1. Resolution 23-1892 authorizing the Collective Bargaining Agreement between the City of Lake Forest Park and Teamsters Local No. 117 dated January 1, 2022, through December 31, 2024.
2. Collective Bargaining Agreement between the City of Lake Forest Park and Teamsters Local No. 117 dated January 1, 2022, through December 31, 2024.

Executive Summary

The City Administration and Teamsters Local No. 117 (representing maintenance workers) have bargained in good faith and reached an agreement on a Collective Bargaining Agreement for January 1, 2022, through December 31, 2024.

Background

The current Collective Bargaining Agreement between the City of Lake Forest Park and the Teamsters Local No. 117 expired on December 31, 2021. In April 2021, the City Administration and the Teamsters Local No. 117 began negotiations for a successor collective bargaining agreement.

The three-year contract provides for a 3.0% wage adjustment in 2022, a 3.0% wage adjustment and a 4.0% market adjustment in 2023, and a 3.0% wage adjustment and a 3.0% market adjustment in 2024. The contract provides for monthly employee premium sharing for medical benefits of 10% of the premium with a cap of \$150 in 2024. The City Administration has been notified that the Teamsters Local No. 117 voted on March 13, 2023, to ratify the terms of the attached Agreement effective January 1, 2022, through December 31, 2024.

Fiscal & Policy Implications

The Budget for 2023 and 2024 is sufficient for the salary and benefits costs associated with this Agreement.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Approve the Resolution 	The Collective Bargaining Agreement is ratified
<ul style="list-style-type: none"> • Decline to approve the Resolution 	Continued collective bargaining by the parties. The City would most likely face an allegation of an unfair labor practice violation for failure to bargain in good faith.

Staff Recommendation

The Administration recommends that the City Council approves Resolution 23-1892 authorizing the Mayor to sign the Agreement by and between the City of Lake Forest Park and Teamsters Local No. 117, dated January 1, 2022, to December 31, 2024.

RESOLUTION NO. 23-1892**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF LAKE FOREST PARK AND TEAMSTERS LOCAL NO. 117 (REPRESENTING MAINTENANCE WORKERS)**

WHEREAS, the Administration began negotiations with Teamsters Local No. 117, representing the maintenance workers, in January 2022 to reach an agreement on a successor contract with the Teamsters; and

WHEREAS, the City Administration and Teamsters Local No. 117 have bargained in good faith and reached an agreement on a three-year contract for the term January 1, 2022, through December 31, 2024.

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

Section 1. CITY COUNCIL RATIFIES COLLECTIVE BARGAINING AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign Attachment A, attached hereto, the Agreement by and Between the City of Lake Forest Park and Teamsters Local No. 117 (representing the Maintenance Workers), dated January 1, 2022, through December 31, 2024.

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 13th day of April, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1892

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Teamsters Union**



And

THE CITY OF LAKE FOREST PARK

Term of Agreement

January 1, 2022 – December 31, 2024

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PREAMBLE

This Agreement is made and entered into by and between the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter known as the "City," or the "Employer," and Teamsters Local Union No. 117, hereinafter known as the "Union," for the purpose of setting forth the wages, hours, and working conditions which shall be in effect during the term of this Agreement for employees in the bargaining unit.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach with the objective of fostering effective cooperation between the Employer and the Union; to provide for contractual conditions of work; to establish agreed standards of wages and hours; and to achieve peaceful and rapid resolution of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 - RECOGNITION

1.01 The City recognizes the Union as the sole and exclusive bargaining representative for all regularly scheduled full-time and part-time maintenance workers in the public services division excluding all other employees.

1.02 Temporary and seasonal employees who work less than one hundred and eighty (180) calendar days a year are excluded from the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the City maintains certain inherent "management rights" and that any rights not specifically limited herein are reserved to the City.

2.01.01 Any and all rights concerned with the management and operation of the Public Works Department are exclusively that of the Employer, unless otherwise specifically restricted by the terms of this Agreement.

2.01.02 The Employer has the authority to adopt rules for the operation of the Public Works Department and the conduct of its employees, provided such rules are not in conflict with applicable law or this Agreement. This also includes the authority to draft, publish, and enforce policies in a City-wide policy handbook, provided that any such policies do not conflict with applicable law or any terms of this Agreement.

2.01.03 The Employer has the right to discipline or discharge employees for just cause; assign work and determine duties of employees; schedule hours of work; determine the number of personnel to be assigned duty at a given time and perform all other functions not otherwise expressly limited by this Agreement, or applicable law.

2.01.04 The Employer has the right to schedule work as required in a manner most advantageous to the City to accommodate the business needs of the City.

2.01.05 Incidental duties connected with operations enumerated in job descriptions may not be specifically described.

2.01.06 The Employer has the right to determine methods, means and personnel necessary for departmental operations.

2.01.07 The Employer has the right to control the Departmental budget, and to lay off any employee as a result of budgetary limitations, or lack of work or good faith reorganization for efficiency.

20.1.08 The Employer has the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

2.01.09 Where there has been a practice of utilizing outside vendors to provide services to the Employer, such past practice shall continue. The use of such outside vendors shall not cause a reduction in force.

2.01.10 The Employer retains the right to utilize seasonal employees to supplement the work force.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

3.01 **Union Membership:** Employees hired into the bargaining unit may voluntarily join the Union, including the payment of Union dues/fees in accordance with Section 3.02 below. The Employer agrees to remain neutral regarding Union membership. Should employees have particular questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

3.02 **Dues or Fees/ Payroll Deduction:** The Employer shall deduct union dues or fees for all employees who individually and voluntarily authorize and affirmatively consent, in writing, for such payroll deduction of dues or fees from each month's paycheck. Written authorization for dues/fees deductions shall be provided to the Employer. The Union shall designate the amount to be deducted. Such amount shall be remitted promptly to the Union. Employees requesting to stop dues/fees deductions shall provide written notification to both the Employer and the Union, with the Employer stopping deductions following written confirmation from the Union that the employee's dues/fees authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

3.03 **Hold Harmless:** The Union shall indemnify, defend, and hold the City harmless from any and all liability arising as a result of administration of the membership and payroll deduction provisions in this Article, including the reimbursement for any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or other form of liability asserted against the City in connection with this Article.

3.04 **Notification:** The Employer shall notify the Union Business Office of any new hires.

ARTICLE 4 - UNION ACTIVITY

4.01 **Conduct of Union Business:** Union business, such as handling grievances and other legitimate routine matters, may be conducted on the City premises with advance approval

of the City and further provided that such business does not interfere with Department operations or other City functions. Scheduled Union meetings may be held in City facilities subject to the foregoing. The City shall not unreasonably withhold approval.

4.01.01 **City Facilities:** Use of Public Works Department premises shall be subject to the approval of the Public Works Director or designee; other City facilities shall be subject to approval of the City Administrator or other designee. The City shall not unreasonably withhold approval.

4.01.02 **Meetings Off-Duty:** This Article shall not give rise to a specific right on the part of the Union to conduct a certain number of meetings or certain specified activities on the premises. All Union meetings conducted on premises shall be conducted during off-duty time.

4.02 **Union Representatives:** The Union shall provide written notice to the City of the names of the Union officials authorized to represent the Union immediately upon their election or appointment. The City shall allow such authorized representatives reasonable access to Union members for purposes of handling grievances and other legitimate Union business provided that such access shall not take more than a reasonable time for any person who is on duty; shall not interfere with the work and duties of the Union employee; and shall be subject to approval of the Public Works Director or designee. The City shall not unreasonably withhold approval. The Public Works Director may grant an employee who is also a Union representative reasonable release time, while on duty, for the purpose of handling grievances and other legitimate Union business, provided that such release time does not unreasonably interfere with the work and duties of the representative or other on-duty employees. For the purpose of the actual negotiation session, the City shall permit one (1) representative paid release time for the purpose of attending negotiations.

4.03 **Bulletin Boards:** The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union related business. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials, or other personnel. If the Employer determines that a posting is deemed to be derogatory, the Employer shall remove the posting and return it to the shop steward.

4.04 **Email and Telecommunication Equipment:** The Employer and Union agree the Employer's computer and telecommunication equipment shall be used primarily for conducting the Employer's business. However, employees and Union Stewards may make limited use of the Employer's computers, telephones, fax machines, photocopiers, and similar telecommunication equipment for tasks related to collective bargaining and contract administration. Such use must comply with the Employer's policies, must not interfere with the Employer's daily operations, and must have a *de minimis* cost. The Union and employees understand and accept there is no right to privacy for any communication taking place over the Employer's email and telecommunication equipment, and that any such communication is subject to inspection and public disclosure.

4.05 **Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E):** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. Prior

to the Employer making DRIVE deductions, employees shall first provide written consent. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

4.06 **New Hire Orientation:** After hiring new employees covered by this Agreement, the Employer shall notify the Union and provide thirty (30) minutes for a Union Steward or Union Business Representative to meet with the employee, offer and complete Union enrollment paperwork, and provide orientation on Union membership, within the first ninety (90) days of employment. This meeting shall typically occur when the new hire is being orientated at the City and completing the City's new-hire paperwork. Attending this orientation is not a condition of employment.

ARTICLE 5 - HOURS OF WORK

5.01 The workweek for regular full-time employees shall normally be comprised of five (5) consecutive equal days of eight (8) consecutive hours of work totaling forty (40) hours and two (2) consecutive days off. The Employer may establish an alternative workweek schedule (e.g., four (4) days of ten (10) hours work), provided the Employer shall provide not less than ten (10) working days' notice. Said notice would not apply in the case of an emergency. For the purpose of this section, emergency shall be defined as snow, floods, power outages, or other like events. The Employer may establish part-time schedules at its discretion.

5.01.01 **Work Period:** The City's work period shall be Monday morning at 12:00 midnight through Sunday night at 11:59 p.m. and consist of forty (40) hours.

5.01.02 **Meal Period:** The Employer shall provide each employee with an unpaid one-half (1/2) hour meal period commencing between the beginning of the third hour and the ending of the fifth hour of each shift.

5.01.03 **Rest Period:** Employees shall receive a rest period of not less than fifteen (15) minutes, on the Employer's time, for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour period. No employee shall be required to work more than three (3) hours without a rest period.

5.02 **Start-time:** Employees are to be at their workstations ready for duty at their scheduled start time.

5.03 **Start-time Changes:** No employee's start time will be changed to avoid overtime unless mutually agreed.

ARTICLE 6 - OVERTIME

6.01 **Overtime Defined:** All overtime is required. Overtime is defined as specifically authorized work performed beyond forty (40) hours worked, including holidays, in any work period. All overtime shall be pre-approved by a supervisor when practicable and reported on forms to be provided by the Department. Overtime shall be recorded and paid rounded to the nearest fifteen (15) minutes.

6.01.01 Overtime shall be offered to regular employees before temporary or seasonal Lake Forest Park employees.

6.02 **Overtime Compensation:** Overtime work shall be compensated at the rate of one-and-one-half times ($1 \frac{1}{2} \times$) an employee's regular hourly rate of pay. Overtime may be paid as wages or at the employee's request, payment may be compensatory time off at the rate of one and one-half times ($1 \frac{1}{2} \times$) each overtime hour worked. Use of compensatory time shall be based upon mutual agreement between the Employer and employee, with requests submitted to the Public Works Director or designee. Compensatory time off requests submitted at least thirty (30) days from the requested time off will be approved or denied by the Employer within three (3) business days.

6.03 **Compensatory Time Accrual:** Employees may not accrue more than eighty (80) hours of compensatory time.

6.04 **Call-Back Pay:** All employees are subject to call-back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call-back may be grounds for disciplinary action, up to and including termination. Employees called back to duty will be paid a minimum of three (3) hours at their appropriate overtime rate of pay. The call-back shall begin with a phone call and end when the employee returns directly home. If an employee is called back to work early, or required to stay late, at the beginning or end of a shift, the employee shall not be entitled to the three (3) hour minimum, so long as such hours are contiguous with the employee's shift. All such hours shall be paid the appropriate overtime rate, if applicable.

6.05 **Telephone Call/Work At Home:** If an employee who is not on standby receives a work-related telephone call outside their normal work schedule and are able to resolve the issue without returning to work, they shall be paid in increments of one (1) hour at their overtime rate of pay as described above, with any additional calls within the same one (1) hour period deemed already compensated. However, *de minimis* telephone calls lasting less than five (5) minutes shall be compensated at one-quarter ($1/4$) hour at their overtime rate of pay. Employees not on stand-by are encouraged to answer their work telephone and respond to non-emergency work opportunities but are not required to do so.

6.06 **Weekly Stand-By:** An employee who is required to be on stand-by and is subject to call shall receive a stand-by allowance of fifty dollars (\$50.00) per day while on stand-by. Only one (1) employee at a time shall be designated as being on weekly stand-by and eligible to receive this allowance under this Agreement. Weekly stand-by shall be assigned on a rotating basis among bargaining unit members who are qualified to do the work. When an employee becomes qualified for stand-by duties, the employee shall be added to the end of

the Employer's rotating stand-by list.

Substitutions: Employees may voluntarily trade or substitute their regularly scheduled stand-by shifts provided the Employer is notified in advance of the scheduled shift. If the employer excuses an employee from a stand-by shift due to vacation, sickness, or other reasons and the employee cannot find a voluntary substitute, then the Employer will attempt to find a voluntary substitute. If no volunteers can be obtained, the Employer will assign a substitute.

6.07 Employees who are required to open the parks while on weekly stand-by shall receive a minimum of two (2) hours at their overtime rate of pay. Employees who have worked in excess of forty (40) hours may, at their discretion, designate this time as compensatory time versus overtime wages.

6.08 **Emergency Standby:** Employees who are required to be available and subject to call for emergency situations, such as snow removal, shall receive an emergency standby compensation of sixty dollars (\$60.00) per day for each twenty-four (24) hour period the City designates as "emergency standby."

6.09 **Emergency Callout:** Individuals who respond to emergency callout may request the Supervisor to relieve them from a portion of their regularly scheduled workday. The supervisor will consider requests for time off using one or more of the employee's leave reserves. An employee may be relieved of duty by a supervisor if there are legitimate safety concerns as a result of an employee working without adequate rest, provided an employee sent home may use floating holiday hours.

6.10 **Planned Shift Extensions:** If the Employer determines a need for planned shift extension work, the Employer will seek volunteers by seniority. If no or not enough volunteers can be obtained, the Employer will assign the shift extension work by inverse seniority.

Non-Planned Shift Extension Work: For non-planned shift extension work arising in connection with daily work tasks, the Employer will first request volunteers by seniority from those employees already performing the work tasks in question. If no volunteers can be obtained, the Employer shall assign the shift extension work to said employees by inverse seniority.

Incident Responses During Scheduled Work Hours: Excluding Call-Back situations (Art. 6.04), and for non-planned shift extension work arising from an incident response, the Employer shall make a good-faith determination whether the work will require a shift extension.

- a. When the Employer determines the work can be performed without a shift extension, the Employer has the sole discretion to assign the work to any employee. If a shift extension is required to complete the work, the Employer retains the right to continue the work of the assigned employee.
- b. When the Employer determines the work will likely require a shift extension, the Employer shall first request volunteers by seniority. If no volunteers can be

obtained, the Employer shall assign the shift extension work to employee(s) by inverse seniority.

Qualifications to Perform Work: All employees working a shift extension, whether by volunteering or when mandated by the Employer, must be qualified to safely perform the work in question, otherwise they are ineligible.

ARTICLE 7 - HOLIDAYS

7.01 The City recognizes the following paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	Presidents Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving Day	
December 25	Christmas Day
Two Personal Floating Holidays	

7.01.01 Notwithstanding Section 7.01, employees shall be paid holiday pay on the designated holiday dates as specified by the Employer. Time worked on designated holidays shall be compensated at the rate of one-and-one-half times (1-1/2x) the employee's straight rate of pay.

7.02 New employees must have been employed by the City in a regular capacity on the workday immediately before and the workday immediately after a holiday in order to receive pay for the holiday.

7.03 Floating holidays off must be approved by the Supervisor. Whenever possible, the requested day off shall be honored, although the Supervisor may require that the employee select another day, based on the needs of the organization. Employees must take personal floating holidays in the year they were earned, or they shall be forfeited.

7.04 Any holiday falling on a Saturday shall be celebrated on the preceding Friday. Any holiday falling on a Sunday shall be celebrated on the following Monday.

7.05 If religious beliefs require observance of a holiday not included in the holiday schedule above, the affected employee may, with the approval of the City Administrator or designee, take the day off using vacation, compensatory time, or leave without pay.

7.06 Part-time employees shall be entitled to holiday pay on a pro rata basis.

ARTICLE 8 - VACATION LEAVE

8.01 For each regular full-time employee vacation shall accrue each pay period, and

it shall begin to accrue at the date of hire. Employees are not eligible to take accrued vacation until after having worked for the Employer for at least six (6) months.

<u>Length of Service Months</u>	<u>Length of Service Years</u>	<u>Annual Vacation Hours</u>
0 through 12 Months	0 through 1 Year	80 Hours
13 through 60 Months	2 through 5 Years	96 Hours
61 through 120 Months	6 through 10 Years	120 Hours
121 through 180 Months	11 through 15 Years	136 Hours*
181 through 240 Months	16 through 20 Years	168 Hours*
More than 240 Months	More than 20 Years	184 Hours*

8.02 After the first six (6) months of employment, employees may take vacation as it accrues, but may not "borrow" from future vacation. Vacation is intended to be a time to relax and get away from work; therefore, employees are encouraged to take all available vacation in full each year as it is available. Employees who are unable to take all of their available vacation may carry over a maximum of two times (2x) the amount of annual vacation accrual into the next year not to exceed two hundred and forty (240) hours. If, on December 31, an employee has more than the maximum accumulated vacation allowed, said employee shall lose any amount of hours in excess of two hundred and forty (240) hours. Under special circumstances, or if the employee is unable to take vacation because of requests by management, said employee may be allowed to carry over more than this maximum or be paid off for excess vacation accruals.

If employees are unable to take vacation for whatever reason, hours are allowed to roll over to the next year with a maximum of two (2) years of vacation accruals per year (measured by the employee's tenure), up to the following caps:

<u>Length of Service</u>	<u>Accumulated and Unused Vacation</u>
0-1 Year	80 Hours
2-5 Years	192 Hours
6 -10 Years	240 Hours
11 Years and Over	240 Hours

8.03 Vacation leave requests shall be submitted at least two (2) weeks prior to taking vacation leave. Vacation leave requests shall normally be submitted no earlier than three (3) months prior to the requested vacation time, however, requests submitted earlier will be considered by the Employer where the vacation includes travel abroad or other special circumstances. Vacation requests will be approved or denied by the Employer within five (5) business days of the request. Changes in vacation leave requests must be approved by the Supervisor unless an employee is cancelling their previously approved vacation. The Employer may require a change in requested vacation schedule, based on the needs of the Employer.

8.04 If a paid holiday occurs during a scheduled vacation, the holiday shall not count as vacation and shall not be deducted from the available vacation balance. If an employee becomes ill while on vacation, the time away from work shall continue to be considered vacation and cannot be converted to sick leave.

8.05 When an employee's employment with the City ends for any reason, the employee shall receive payment for all unused accrued vacation.

ARTICLE 9 - SICK LEAVE

9.01 Sick Leave: A regular, full-time employee shall accrue sick leave at the rate of one (1) day per month (four (4) hours per pay period). Sick leave begins to accrue immediately upon date of hire and is available for use as it accrues. Employees may accrue an unlimited amount of sick leave during the calendar year, however, annual carryover is limited to seven hundred and twenty (720) hours, with anything in excess forfeited at the end of each calendar year.

9.02 Sick leave is only to be used for the following reasons:

9.02.01 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

9.02.02 To allow the employee to provide care for a "family member" with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

9.02.03 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason;

9.02.04 When the employee has an absence related to domestic violence that qualifies for leave under Washington's domestic violence leave act, RCW 49.76;

9.02.05 Exposure to a contagious disease where the presence of the employee on the job may jeopardize the health of others;

9.02.06 Use of a prescription drug which impairs job performance or safety;
or

9.02.07 Additional leave beyond bereavement leave for a death in the immediate family as defined in 10.01.02, to be authorized by the City Administrator or designee.

9.02.08 Solely for purposes of Article 9.02, "family member" shall be defined to include a child (including biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent); parent (including biological, adoptive, de facto, foster, parent-in-laws, or step); spouse; registered domestic partner; grandparent; grandchildren; and sibling.

9.03 Whenever possible, all sick leave usage must be approved in advance by the

Supervisor. It is recognized, however, that illness is often unexpected and therefore it may be impracticable for an employee to get prior approval. Therefore, if an employee is unable to provide advance notification, the employee shall call to inform the Supervisor of their absence as soon as possible after the start of the scheduled shift, but no later than the start of the next scheduled shift. If an absence continues beyond one (1) day, employees are expected to contact the immediate supervisor each day, however, this requirement does not apply to extended absences of a defined length pre-authorized by the Employer (for example, an employee who is pre-authorized to take sick leave for a medical operation lasting four (4) days need not call-in on a daily basis). In emergencies, a person on the employee's behalf may provide notice to a Supervisor.

9.04 Medical verification confirming that sick leave was taken for an authorized purpose may be required when an employee is absent for more than three (3) scheduled workdays. On a case-by-case basis, an employee is subject to excusal from the requirement of providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington law, that cannot be adequately mitigated by the City. When medical verification is required by the City, an employee shall have ten (10) calendar days, beginning from the date of the first sick leave absence, to obtain and provide the verification.

9.05 The City may require an examination, at its expense, performed by a physician of its choice, to determine when the employee can return to work and if they shall be capable of performing the duties of the position.

9.06 The amount of sick leave pay an employee receives shall be based on the number of hours that would normally have been scheduled that day. If an employee has not accrued sufficient sick leave, sick leave shall be paid only in an amount equal the employee's existing accrual. Remaining time, if any, shall be deducted from unused vacation, floating holidays, or compensatory time. Employees may not "borrow" from future sick leave.

9.06.01 If an employee is unable to work for reasons covered by this provision, and the employee is also receiving time loss payments under Worker's Compensation, or any other insurance paid for by the City, said employee shall receive sick leave in an amount which, when combined with Worker's Compensation (or other insurance) shall equal the employee's regular salary. Similarly, if an employee is unable to work because of a disability under a state pension plan, the amount of sick leave paid by the City, when combined with the employee's state pension plan disability payment, shall equal their regular salary.

9.06.02 Accumulated sick leave shall be reduced only by the amounts actually paid out to the employee. Unused sick leave shall continue to accumulate and may be carried over from year to year, with annual carryover limited to seven hundred and twenty (720) hours, and with anything in excess forfeited at the end of each calendar year.

9.06.03 Employees may not convert sick leave to cash or use it as vacation or holiday time. When an employee retires, an employee shall be paid (or may request the payment be made into their deferred compensation account) for twenty five percent

(25%) of their sick leave accumulation in excess of four hundred and eighty (480) hours remaining in their sick leave bank, but no more than seven hundred and twenty (720) hours, as of the date of retirement.

ARTICLE 10 - OTHER LEAVE

10.01 Bereavement Leave: Should a death occur in the family of a full-time regular employee they shall receive paid bereavement leave in accordance with the following guidelines:

10.01.01 Regular full-time employees shall be granted up to three (3) days off work with pay in the event of the death of a member of the regular full-time employee's immediate family.

10.01.02 Immediate family is defined as spouse, domestic partner, the employee's or the spouse's or the domestic partner's child, stepchild, foster children, parents, siblings, grandparents, grandparents-in-law, parents-in-law, sister-in-law or brother-in-law, or son-in-law or daughter-in-law. A regular full-time employee shall be granted one (1) day off work with pay in the event of the death of a relative who is not a member of the regular full-time employee's immediate family as defined above. Requests for bereavement leave shall be made to the immediate supervisor.

10.01.03 If an employee needs additional leave beyond both bereavement leave and the use of sick leave authorized by the City Administrator or designee (in accordance with Article 9.02.07), the employee may be authorized to use accrued vacation leave, compensatory time, floating holidays, or if all paid leave is exhausted an unpaid leave (in accordance with Article 10.06).

10.02 Jury Duty and Appearance as a Witness: Employees receive paid leave while on jury duty, to a maximum of thirty calendar (30) days. If additional jury duty leave is required, it shall be unpaid. While on a paid jury duty leave, any non-expense check received from the court shall be turned in to Human Resources. A copy of the summons must be presented to Human Resources as soon as possible after receipt.

10.03 Pregnancy or Childbirth Leave: An employee who is disabled because of pregnancy or childbirth, shall be given a pregnancy disability leave of absence for the period of time she is actually disabled. A statement from a licensed health care provider certifying the actual period of disability may be required. This leave shall be unpaid unless the employee has accrued vacation, sick leave, or compensatory time. The employee must use all available paid leave before taking the leave as unpaid.

10.04 Family & Medical Leave Act: Eligible employees, as defined by the Federal Family and Medical Leave Act of 1993, and/or the Washington Family Leave Act, Chapter 49.78 RCW, will be granted up to twelve (12) weeks of unpaid family medical leave in a rolling twelve (12) month period for qualifying family and medical reasons, in accordance with those Acts, as applicable. Eligible employees must use any accrued paid leave in connection with such family medical leave.

10.05 **Paid Family and Medical Leave Program:** Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll contributions, with the Employer and Union agreeing to the statutory default cost-sharing percentages listed in RCW 50A.04.115. As permitted by Washington law, the Employer may elect to self-insure, provided benefits are identical or better than those provided by the State.

10.06 **Unpaid Leaves of Absence:** Unless this requirement is waived at the sole discretion of the Employer, employees are required to exhaust all accrued paid leave (vacation, sick, floating holidays, and compensatory time) before requesting or taking unpaid leaves of absence. Unpaid leave of absences approved by the Employer shall generally not exceed twelve (12) weeks, unless otherwise required by law. Employees on an unpaid leave of absence do not accrue vacation leave, sick leave, or holidays unless otherwise required by law.

ARTICLE 11 - WAGES

11.01 **Wages:** As set forth in Appendix "A".

11.01.01 Wage rates for 2022, 2023, and 2024 are set forth in Appendix "A".

ARTICLE 12 - DEFERRED COMPENSATION

12.01 **Deferred Compensation Plan:** Eligible employees may elect to contribute pre-tax earnings into the City's deferred compensation plan (457 Plan) for investment. Participation in the 457 Plan is voluntary and there is no City match.

ARTICLE 13 - HEALTH AND WELFARE

13.01 **Medical/Dental/Vision:** Effective January 1, 2022 (based on December 2021 hours), employees covered by this Agreement and their eligible spouses/domestic partners and dependents are covered by:

	<u>2022 rates</u>
Washington Teamsters Welfare Trust Medical – Plan B	\$1,310.20 monthly premium
Domestic Partner (DP) Charge	\$18.00
9-month Waiver of Premium	\$11.40 monthly premium
Teamsters Dental Plan – Plan A	\$120.50 monthly premium
DP Dental Charge	\$2.20
Teamsters Vision – Plan EXT	\$17.10 monthly premium
DP Vision Charge	\$0.20
Total Monthly Premium	\$1,479.60

Effective January 1, 2023 (based on December 2022 hours), employees covered by this

Agreement and their eligible spouses/domestic partners and dependents are covered by:

	<u>2023 rates</u>
Washington Teamsters Welfare Trust Medical – Plan B	\$1,382.70 monthly premium
Domestic Partner (DP) Charge	\$18.00
9-month Waiver of Premium	\$11.40 monthly premium
Teamsters Dental Plan – Plan A	\$120.50 monthly premium
DP Dental Charge	\$2.20
Teamsters Vision – Plan EXT	\$17.10 monthly premium
DP Vision Charge	\$0.20
Total Monthly Premium	\$1,552.10

Employees shall pay ten percent (10%) of total medical premiums, with a cap of \$150/month in 2024. The City will pay the remaining balance of medical premiums. For purposes of employee cost-sharing under this section, "medical premiums" means the composite cost of Teamsters Plan B medical, but not dental or vision. The Employer agrees to pay one hundred percent (100%) of premiums for Teamsters dental and vision.

13.02 Life Insurance: Effective upon signing this Agreement the Employer shall pay one hundred percent (100%) of the premiums for the following Life Insurance Plan.

13.02.01 Standard Insurance Life Insurance (\$50,000) for employee only.

13.03 Long Term Disability: Effective upon signing this Agreement the Employer shall pay one hundred percent (100%) of the premiums for the employee only, for the Long-Term Disability plan that provides a sixty-seven percent (67%) benefit with a ninety (90) day elimination period.

13.04 Should the City decide to change Life or Long-Term Disability carriers to achieve a more competitive price, it shall consult with the Union to review the scope of the plan benefits to assure they are as good as or better than those under current plan.

ARTICLE 14 - EMPLOYEE DISCIPLINE AND DISCHARGE

14.01 General: No employee shall be disciplined or discharged without just cause.

14.02 Discipline Steps: The Employer agrees to principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

1. Verbal warning
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Disciplinary action will be tailored to the nature and severity of the offense and the employee's

prior disciplinary record. The steps of the discipline structure will normally be sequential unless the nature of the disciplinary offense justifies a more stringent response.

The parties agree there is a benefit to coaching and counseling between an employee and a supervisor. Coaching and counseling shall not be considered a disciplinary step.

14.03 Personnel Files: The Employer maintains personnel files for each employee.

The Employer may record the occurrence of a verbal warning in an employee's personnel file.

The Employer will provide a copy of a written reprimand, suspension, demotion, or discharge decision to an employee. The employee will be required to sign an acknowledgement of receipt, but such signature does not indicate agreement with the discipline decision. The employee may request the Employer forward a copy to the Union.

An employee, upon written request to the Employer, may request to inspect their personnel file. If an employee disagrees with a discipline document, they may submit a written rebuttal.

14.04 Employer Investigations: The Employer has the right to investigate allegations of misconduct before imposing discipline. Employees have an obligation to cooperate with any investigation conducted by the Employer.

An employee is entitled, at their request, to have a Union Representative present during any investigatory interview the employee reasonably believes may result in their discipline.

The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on paid administrative leave must remain available during their normal hours of work. Placement on paid administrative leave is not a disciplinary offense and is not subject to the grievance procedure.

14.05 Discipline Records for Progressive Discipline: The Employer will consider an employee's previous disciplinary records for purposes of progressive discipline in accordance with the following timelines:

Verbal warnings will not be considered for purposes of progressive discipline after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to discipline.

Written reprimands will not be considered for purposes of progressive discipline after twenty-four (24) months without a reoccurrence of the same or similar conduct giving rise to discipline.

Suspensions will not be considered for purposes of progressive discipline after sixty (60) months without a reoccurrence of the same or similar conduct giving rise to discipline. Provided, however, suspensions involving harassment, bullying, or threatened acts of violence do not expire.

Demotions and discharge decisions do not expire.

14.06 Grievance Procedure: Discipline decisions not involving a monetary loss or

penalty (*i.e.*, verbal warnings and written reprimands) are not subject to the grievance procedure. Discipline decisions involving a monetary loss or penalty (*i.e.*, suspensions, demotions, discharge decisions) may be grieved. In addition, the Union may grieve an employee's negative performance evaluation, if the evaluation is a factor in denying a step increase.

ARTICLE 15 - PROBATIONARY PERIOD

15.01 Newly hired employees shall serve a probationary period of twelve (12) months, during which time the employee may be disciplined or discharged at the sole discretion of the Employer.

15.02 An employee disciplined or discharged during the probationary period shall not have recourse or appeal rights to the grievance procedure.

15.03 Promoted employees shall serve a six (6) month trial period. In the event the employee does not successfully complete the trial period, they shall have the right to revert back to their former position.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 Verbal counseling or verbal reprimand noted in the file jacket of an employee shall not be subject to grievance procedures.

16.02 **Definition of a Grievance:** A "grievance" means a claim or dispute by an employee, or the Union with respect to the interpretation or application of an express provision of this Agreement.

16.03 **Step 1 - Filing:** If an employee and/or the Union has a grievance, it must be submitted in writing to the supervisor within fourteen (14) calendar days from the date of occurrence or from the date the employee and/or the Union should have reasonably become aware of the alleged problem. If the grievance is not submitted within the stated time limitations, the grievance shall be deemed to be waived. This written notice shall include the following:

1. Statement of the grievance and relevant facts;
2. The specific provision(s) of the Agreement violated;
3. The Remedy sought.

16.04 **Step 2:** The grievant and the supervisor shall meet within fourteen (14) calendar days of the Step 1 written notice and attempt to effect a settlement. The Supervisor or designee shall render a written decision within fourteen (14) calendar days.

16.05 **Step 3:** If the grievance is not resolved to the Union's satisfaction at Step 2, the Union shall submit the grievance in writing to the Department Director within fourteen (14) calendar days from the decision of the supervisor. The Department Director or designee shall render a written decision within fourteen (14) calendar days.

16.06 **Step 4:** The Union may appeal an adverse decision by the Department Director to the City Administrator within fourteen (14) calendar days. The City Administrator or designee shall render a written decision within fourteen (14) calendar days.

16.07 **Step 5:** The Union may appeal an adverse decision of the City Administrator to a neutral arbitrator.

16.08 The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's decision. Within ten (10) calendar days of the Union's notice to arbitrate, the Union shall request the appointment of an arbitrator from the Public Employment Relations Commission (PERC). PERC shall furnish a list of seven (7) impartial arbitrators. Once a list has been provided, the parties will attempt to agree on one (1) arbitrator. If no agreement can be reached, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) arbitrator remains. The remaining arbitrator will serve as the arbitrator for the grievance. The arbitrator shall render a written decision which shall be final and binding on all parties. The arbitrator shall have no power to alter, amend or change the terms or conditions of this Agreement.

16.09 The parties shall each bear the cost of presenting its own case. The parties agree to split equally the costs of the arbitrator.

16.10 Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof; provided, however, if the other party requests a copy, such cost shall be shared equally.

16.11 If the Employer fails to meet any time requirements in this Grievance Procedure, the grievance shall be advanced to the next step. If the Union fails to meet any time requirements in this Grievance Procedure, the grievance shall be deemed withdrawn.

16.12 The time limits listed in this Article may be extended by written mutual agreement. Any grievance deadline falling on a City-observed holiday shall be extended to the following working day.

ARTICLE 17 - PERFORMANCE OF DUTY/NO STRIKE

17.01 The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant an employee the right to strike or to refuse to perform their duties to the best of their abilities. During the term of this Agreement the Union shall not cause, engage in, or sanction any work stoppage, strike, walkout, sit-down, stray-in, slowdown, sick-in, curtailment of work, or interference with City operations at any location whatsoever, provided that nothing herein shall be interpreted to prohibit lawful informational picketing. The City shall not institute any lockout of employees during the term of this Agreement.

ARTICLE 18 - AMENDMENTS TO THE AGREEMENT

18.01 The Employer and the Union may mutually agree to amend this Agreement.

18.02 Attachments and/or Amendments, Letters of Understanding or Memoranda of Understanding may be attached to and incorporated in the Agreement by reference.

ARTICLE 19 - NONDISCRIMINATION

19.01 The Employer and the Union shall cooperate to assure that no employee is unlawfully discriminated against by reason of race, religion, creed, color, national origin, sex, age, disabilities, marital status, sexual preference, Union activity, or any protected classification under federal, state, or local laws.

ARTICLE 20 - SENIORITY/PROMOTIONS/LAYOFFS

20.01 Seniority shall be defined as the length of continuous service with the Employer from the most recent date of hire as a regular employee; provided, however no employee shall have seniority established prior to the completion of twelve (12) months of probationary employment with the Employer.

20.01.01 Seniority will continue to accrue for a period of six (6) months for absence due to illness, authorized leave of absence, or temporary lay-off.

20.02 Promotion to a higher job classification shall be by ability and qualifications. Where ability and qualifications are equal, seniority shall prevail.

20.02.01 When a vacancy or new position is created, a notice of such vacancy or new position shall be posted on a bulletin board for a period of five (5) working days.

20.03 **Layoffs:** In case of a layoff, temporary and part-time employees with the shortest length of continuous service within the specified classification in the bargaining unit shall be laid off first, followed by the full-time employee(s) with the shortest length of continuous service; provided that the more senior employees are qualified for the remaining positions and able to provide efficient operations as determined by the Employer. The Employer shall provide an employee with at least one (1) month advance written notification prior to layoff or one (1) month of pay in lieu of notice.

20.04 **Recall from Layoff:** Employees shall be recalled from layoff in reverse order of their layoff, provided the employee is qualified to perform the duties previously assigned. An employee who is not recalled within twenty-four (24) months of the layoff shall lose all recall rights.

20.05 All employees on layoff are responsible to keep the Employer informed of their address and telephone number where they can be contacted.

ARTICLE 21 - SAFETY GEAR AND SAFETY RELATED CLOTHING/COMMERCIAL DRIVER'S LICENSES

21.01 **Safety Gear:** The Employer will provide bargaining unit members with required personal protective equipment (PPE) in accordance with state and federal standards. This may include, for example, safety glasses, protective gloves, ear protection, bibs, masks, and helmets. PPE will be provided to employees on an as-needed basis, subject to inspection and replacement at the discretion of a Supervisor. PPE belongs to the Employer and shall be returned upon separation of employment.

21.02 **Clothing/Boot Allowance:** Each full-time employee covered by this Agreement shall receive six hundred twenty-five dollars (\$625.00) per calendar year for the purchase of approved boots and safety-related clothing (reflective sweatshirts, shirts, etc.). This annual allowance shall be included in standard paychecks in January of each year, subject to taxable withholdings required by law.

21.03 **Probationary Employees:** Probationary employees shall be eligible for the annual clothing allowance.

21.04 **Commercial Driver's License (CDL):** When the Employer requires a Commercial Driver's License (CDL) as a minimum job qualification, the Employer shall pay for all costs associated with maintaining an employee's CDL. This includes the cost of CDL license/endorsement renewals and up to one (1) annual CDL physical required by DOT regulations, at a medical examiner selected by the Employer. Any additional medical costs shall be paid by the employee. Initial training and licensing costs for employees who do not yet possess a CDL shall be paid at the discretion of the Employer.

ARTICLE 22 - PENSION

22.01 Pension for employees and contributions to the Public Employee's Retirement System (PERS) shall be governed by Washington State Law.

ARTICLE 23 - SAVINGS

23.01 If any provision of this Agreement, amendments or addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement, amendments and addendums shall not be affected thereby, and the parties shall enter into immediately collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalid provision.

ARTICLE 24 - LABOR MANAGEMENT

24.01 The Union and the Employer shall establish a Labor Management Committee (LMC) for the purpose of discussing issues not related to grievances. Meeting schedules, make-up of the LMC and roles and responsibilities of LMC members, will be determined. A Union Business Representative will be invited to attend scheduled LMC meetings and provided an agenda, but such attendance is not mandatory for a meeting to occur. It is anticipated that

the LMC will meet on a regular basis to discuss, but not limited to the following:

- State of the Business/City
- Labor/City relationship
- Health and Welfare for non-representative employees

The LMC may recommend changes but has no power to alter the terms of this Agreement.

ARTICLE 25 - DISCLOSURE OF PERSONNEL FILE INFORMATION

25.01 The Employer will notify employees of any court order or subpoena seeking documents from employee personnel files. Where possible, the Employer will provide impacted employees with at least seven (7) calendar days' notice in advance of the disclosure deadline, however, nothing in this Article shall prohibit or delay the Employer from complying with the deadlines imposed by the court order or subpoena. The obligations of this Article do not apply to orders or subpoenas related to a grievance arbitration under the grievance clause of this Agreement or in relation to a PERC administrative proceeding.

ARTICLE 26 - DURATION

26.01 Except as otherwise stated herein, this Agreement shall become effective January 1, 2022, and shall carry through December 31, 2024. If the Union wishes to negotiate a successor contract, it will provide notice to the City no less than one hundred and eighty (180) days prior to the contract termination date. The parties will meet within thirty (30) days of the notice to set a schedule for contract negotiations. In the event negotiations for a new agreement have not been completed by the termination date of this Agreement, the provisions contained in this Agreement shall remain in effect until the conclusion of the negotiations for a new Agreement or the City chooses to act under RCW 41.56.100 (3). The parties agree to begin bargaining over a successor agreement no later than July 1, 2024, or at another date mutually agreed upon by the parties.

CITY OF LAKE FOREST PARK

**TEAMSTERS LOCAL UNION
NO. 117/IBT**

JEFF JOHNSON
Mayor

JOHN SCEARCY
Secretary-Treasurer

Date

Date

APPENDIX A**CLASSIFICATIONS AND WAGE RATES**

A.1 Effective January 1, 2022, wage rates shall be increased by 3.00% (general wage adjustment) to the following monthly wage rates:

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Maintenance Worker	\$5,290.11	\$5,476.81	\$5,663.53	\$5,850.21	\$6,036.93	\$6,223.65
Lead Maintenance Worker	\$5,686.86	\$5,887.56	\$6,088.29	\$6,288.98	\$6,489.71	\$6,690.43

A.2 Effective January 1, 2023, wage rates shall be increased by 3.00% (general wage adjustment) plus 4.00% (market adjustment) to:

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Maintenance Worker	\$5,660.42	\$5,860.19	\$6,059.97	\$6,259.73	\$6,459.52	\$6,659.31
Lead Maintenance Worker	\$6,084.94	\$6,299.69	\$6,514.47	\$6,729.21	\$6,943.99	\$7,158.76

A.3 Effective January 1, 2024, wage rates shall be increased by 3.00% (general wage adjustment) plus 3.00% (market adjustment) to:

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Maintenance Worker	\$6,000.04	\$6,211.80	\$6,423.57	\$6,635.31	\$6,847.09	\$7,058.87
Lead Maintenance Worker	\$6,450.03	\$6,677.67	\$6,905.34	\$7,132.97	\$7,360.63	\$7,588.28

A.4 Each step in the above pay plan shall be twelve (12) months in duration, and advancement through the pay plan shall be based on satisfactory performance.

APPENDIX B**TEAMSTERS LOCAL 117 MEDICAL INSURANCE****1. Washington Teamsters Welfare Trust, Medical Plan B Insurance Plan.**

All members of the Lake Forest Park Teamsters Local No. 117 will be enrolled on Washington Teamsters Welfare Trust, Medical Plan B. Cost-sharing is specified in Article 13 of this Agreement.

2. HRA Contributions

On an annual basis, the Employer agrees to contribute three hundred dollars (\$300.00) per employee electing individual coverage, or nine hundred dollars (\$900.00) per employee electing non-individual coverage, in a health reimbursement account (HRA) administered by a third-party administrator (TPA).

Employees hired into the Teamsters Local 117 during the year will receive an HRA commitment pro-rated for the number of months in the calendar year that they are employed by the Employer. For example, if a maintenance worker is hired August 1st, and has full family coverage, the health reimbursement arrangement amount for that first calendar year would be three hundred seventy-five dollars (\$375.00) ($\$900 \div 12 = \75 ; $\$75 \times 5 \text{ months} = \375).

The funds in HRAs will roll over from year to year and remain available to employees for use for paying qualified medical expenses under the IRS code. If the employee terminates employment with the City, the employee will forfeit their right to these funds. If the employee retires from the City, the account balance will continue to be available to the employee. All health reimbursement arrangements will conform with IRS requirements. In addition, employees must be enrolled in the medical plan offered by this Agreement (Teamsters Plan B) to open an HRA or qualify for the annual contributions discussed above.

In the event the City's HRA contributions are expected to trigger the "Cadillac Tax" of the Affordable Care Act, the parties agree to re-open negotiations solely for discussing alternative health insurance options. If the City is subject to Cadillac Tax liability during re-opener bargaining, then HRA deposits shall be reduced or eliminated to avoid liability while the parties continue to bargain.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 8, 2023
Originating Department	Executive
Contact Person	Jeff Perrigo, Public Works Director
Title	Ordinance 23-1267/Amending the 2023 Budgeted Positions and Salary Schedule incorporated in Ordinance No. 1256 adopting the 2023-2024 Biennial Budget.

Legislative History

- First Presentation Regular Meeting 6/8/23
-

Attachments:

1. Ordinance 23-1267
 2. Exhibit A - Adopted Salary Schedule and Amended Salary Schedule
-

Executive Summary

The City Administration and Teamsters Local Union No. 117 have bargained in good faith and reached an agreement on the Collective Bargaining Agreement for January 1, 2022, through December 31, 2024. The City Council is considering authorization for the Collective Bargaining Agreement at this June 8, 2023, meeting. The three-year contract provides for a 3.0% wage adjustment in 2022, a 3.0% wage adjustment and a 4.0% market adjustment in 2023, and a 3.0% wage adjustment and a 3.0% market adjustment in 2024. The proposed Ordinance amends the 2023 Budgeted Positions and Salary Schedule incorporated into Ordinance No. 1256, adopting the 2023-2024 biennial budget.

Background

The current Collective Bargaining Agreement between the City of Lake Forest Park and the Teamsters Local Union No. 117 expired on December 31, 2021. In April 2021, the City Administration and the Teamsters Local Union No. 117 began negotiations for a successor collective bargaining agreement.

Fiscal & Policy Implications

The City built into the adopted budget an estimated cost of living adjustment in line with the presented teamsters contract for 2023 and 2024. However, the market adjustments for 2023 and 2024 were not included in the currently adopted budget. A future budget amendment will be requested to increase salaries and benefits for 2023 by \$33,000 and for 2022's cost of living retro pay adjustment by \$15,000. The two increases total \$48,000 and will be distributed across multiple funds to match the current salary and benefit distribution.

As part of the amendment, Management is requesting that the Public Works Superintendent position be provided with an 8% market adjustment in consideration of corresponding internal equity and wage compression issues.

- Based on Associated Washington Cities (AWC) 2022 Salary Survey results, aged 3% to reflect the market in 2023, the Public Works Superintendent position is approximately 8.45% **below** market. This is in addition to the 3% COLA adjustment for MPE positions in 2023.
- This recommended change would mirror past similar actions taken to address internal equity and compression issues as a result of settling the contract (for example: the Police Guild and Lieutenant positions).

During the mid-biennial budget adjustment in the fall, the Public Works Superintendent position and Teamsters salary and benefits for 2024 will be reevaluated for the fiscal impact and a budget adjustment will be proposed if necessary.

The chart below shows the proposed 2022 salaries:

Public Works (Streets, Surface Water, Sewer, and Parks Maintenance)							
Public Works Superintendent	1.00	\$ 5,900	\$ 6,294	\$ 6,687	\$ 7,079	\$ 7,473	\$ 7,866
Lead Maintenance Worker	2.00	\$ 5,687	\$ 5,888	\$ 6,088	\$ 6,289	\$ 6,490	\$ 6,690
Maintenance Worker	4.00	\$ 5,290	\$ 5,477	\$ 5,664	\$ 5,850	\$ 6,037	\$ 6,224

The chart below shows the proposed 2023 salaries:

Public Works (Streets, Surface Water, Sewer, and Parks Maintenance)							
Public Works Superintendent	1.00	6,563	7,001	7,438	7,875	8,314	8,751
Lead Maintenance Worker	2.00	6,085	6,300	6,514	6,729	6,944	7,159
Maintenance Worker	4.00	5,660	5,860	6,060	6,260	6,460	6,659

Alternatives

Options	Results
<ul style="list-style-type: none"> Adopt Ordinance No. 23-1267 	The salary amendments in the Collective Bargaining Agreement with the Local Teamsters Union No. 117 will be shown in the 2023 Budgeted Positions and Salary Schedule.
<ul style="list-style-type: none"> Do not adopt Ordinance No. 23-1267 	No changes will take effect, resulting in the city being in breach of the Collective Bargaining Agreement

Staff Recommendation

Adopt Ordinance No. 23-1267, amending the 2023 Budgeted Positions and Salary Schedule that was incorporated into Ordinance No. 1256 adopting the 2023-2024 biennial budget.

ORDINANCE NO. 23-1267

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE 2023 BUDGETED POSITIONS AND SALARY SCHEDULE INCORPORATED IN ORDINANCE 1256 ADOPTING THE 2023-2024 BIENNIAL BUDGET; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law, Chapter 35A.34 RCW provides for the biennial adoption of the City's budget and provides procedures for the filing of the proposed budget, deliberations, public hearings, final fixing, and any subsequent adjustments to the budget; and

WHEREAS, a budget for the 2023-2024 biennium has been adopted by ordinance and the adopted 'budget package' includes budgeted positions and a salary schedule; and

WHEREAS, the City's Financial Policies require that all employment positions, regular, full-time, part-time, limited-term, temporary or otherwise, are included on the adopted budgeted positions and salary schedule; and

WHEREAS, a Collective Bargaining Agreement from January 1, 2022, through December 31, 2024, between the City of Lake Forest Park and the Teamsters Local Union No. 117 has been approved by both parties; and

WHEREAS, in conjunction with the new agreement, the Public Works department seeks a commensurate salary increase for its Public Works Superintendent.

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

Section 1. SALARY SCHEDULE AMENDMENT AUTHORIZED. The 2023 Budgeted Positions and Salary Schedule is revised as shown in Exhibit A attached hereto.

Section 2. 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 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. 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 8th day of June 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____

2023 Budgeted Positions and Salary Schedule Amended

Amounts on this schedule are monthly

Amended per Police Guild Memorandum of Agreement, including Lieutenants effective 6/1/23

Amended per Teamsters Contract Agreement, including Public Works Supt.

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Legislative							
Councilmembers	7.00						600
Executive							
Mayor	0.50						3,000
City Administrator	1.00						16,509
Human Resources Director	1.00	7,905	8,432	8,959	9,486	10,013	10,540
	2.50						
Judicial							
Municipal Court Judge	0.60						16,604
Court Administrator	1.00	6,957	7,421	7,885	8,349	8,813	9,277
Court Clerk	2.50	4,377	4,669	4,961	5,252	5,544	5,836
Probation Officer	0.20	5,585	5,957	6,330	6,702	7,074	7,447
Pro-tem Judges		\$65 per hour					
	4.30						
Municipal							
City Clerk	1.00	7,009	7,475	7,943	8,411	8,878	9,345
Deputy City Clerk	1.00	5,683	6,061	6,440	6,819	7,198	7,577
Records Mgmt. & Office Support	0.85	4,262	4,546	4,830	5,114	5,398	5,683
Receptionist / Office Clerk	1.00	4,130	4,406	4,682	4,957	5,233	5,507
Passport Clerk	1.00	3,698	3,944	4,190	4,438	4,684	4,930
	4.85						
Finance							
Finance Director	1.00	9,483	10,115	10,747	11,379	12,012	12,643
Accounting Supervisor	1.00	6,665	7,109	7,553	7,998	8,442	8,886
Finance Specialist	2.00	4,906	5,233	5,560	5,887	6,214	6,541
Information System Manager	1.00	8,157	8,700	9,244	9,788	10,332	10,876
Accounting Clerk	0.60	4,342	4,632	4,921	5,210	5,500	5,789
	5.60						
Planning							
Planning Director	1.00	9,133	9,742	10,350	10,960	11,569	12,177
Senior Planner	1.00	6,688	7,135	7,580	8,026	8,471	8,918
Assistant Planner	1.00	5,065	5,402	5,740	6,078	6,415	6,753
Arborist	0.75						7,802
	3.75						
Building							
Building Official	1.00	7,176	7,654	8,132	8,611	9,089	9,568
Permit Technician	0.75	4,586	4,891	5,197	5,502	5,808	6,113
	1.75						
Emergency Management							
Emergency Manager	1.00	7,848	8,062	8,276	8,490	8,704	8,918
	1.00						

Police

Police Chief	1.00						15,129
Lieutenant	2.00	8,316	8,871	9,425	9,979	10,534	11,898
Sergeant 2	4.00						9,475
Sergeant 1	0.00						9,002
Police Officer	9.00	6,409	6,916	7,467	8,009		
Detective	2.00	7,050	7,608	8,213	8,810		
Traffic	1.00	6,730	7,262	7,840	8,409		
K-9	1.00	6,730	7,262	7,840	8,409		
Support Services Officer	1.00	5,093	5,457	5,820	6,193		
Records Specialist	2.00	4,914	5,089	5,264	5,436	5,609	5,784
Domestic Violence Advocate	0.35	4,823	5,145	5,466	5,788	6,110	6,431
	<u>23.35</u>						

Public Works (Streets, Surface Water, Sewer, and Parks Maintenance)

Public Works Director	1.00	10,683	11,003	11,691	12,378	13,066	13,754
Senior Project Manager	1.00	7,500	7,912	8,407	8,902	9,397	9,891
Project Manager	1.00	6,461	6,892	7,322	7,753	8,184	8,614
Public Works Superintendent	1.00	6,563	7,001	7,438	7,875	8,314	8,751
Environmental & Sustainability Specialist	1.00	5,746	6,129	6,512	6,896	7,279	7,662
PW Admin. Assistant	0.50	4,534	4,836	5,137	5,441	5,742	6,044
Lead Maintenance Worker	2.00	6,085	6,300	6,514	6,729	6,944	7,159
Maintenance Worker	4.00	5,660	5,860	6,060	6,260	6,460	6,659
Seasonal Maintenance Worker	1.00						
	<u>12.50</u>						

Seasonal up to 1.0 FTE at Market Rate

Total Positions in Budget 59.60



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 08, 2023
Originating Department	Administration
Contact Person	Jeff Perrigo, Public Works Director
Title	Resolution 23-1900/Authorizing the Mayor to Sign a Memorandum of Understanding between the City of Lake Forest Park and Teamsters Local Union No. 117 (representing maintenance workers)

Legislative History

- Action June 08, 2023, Regular Meeting

Attachments:

1. Resolution 23-1900 Authorizing the Mayor to Sign a Memorandum of Understanding between the City of Lake Forest Park and Teamsters Local Union No. 117
2. Memorandum of Understanding between the City of Lake Forest Park and Teamsters Local Union No. 117

Executive Summary

The City Administration and Teamsters Local Union No. 117, representing maintenance workers, have bargained in good faith and reached an agreement on a Collective Bargaining Agreement for January 1, 2022, through December 31, 2024 ("CBA"). Approval of the CBA is being considered by the City Council under Resolution 23-1892 at the June 8, 2023, meeting. This item is a supplemental Memorandum of Understanding to the CBA that would add Juneteenth as a recognized paid holiday for Teamsters Local Union No. 117.

Background

The current Collective Bargaining Agreement between the City of Lake Forest Park and the Teamsters Local Union No. 117 expired on December 31, 2021. In April 2021, the City Administration and the Teamsters Local Union No. 117 began negotiations for a successor collective bargaining agreement. This additional Memorandum of Understanding is included to add Juneteenth as a recognized paid holiday for the Teamsters Local Union No. 117 for consistency with other city employees.

Fiscal & Policy Implications

The Budget for 2023 and 2024 is sufficient for the salary and benefits costs associated with this Memorandum of Understanding.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve the Resolution	The Memorandum of Understanding is ratified.
<ul style="list-style-type: none">• Decline to approve the Resolution.	Continued collective bargaining by the parties. The City would most likely face an allegation of an unfair labor practice for failure to bargain in good faith.

Staff Recommendation

The Administration recommends that the City Council approves Resolution 23-1900 authorizing the Mayor to sign the Memorandum of Understanding by and between the City of Lake Forest Park and Teamsters Local Union No. 117 recognizing Juneteenth as a paid holiday for the Teamsters.

RESOLUTION NO. 23-1900

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TEAMSTERS LOCAL UNION NO. 117 AND THE CITY

WHEREAS, the Teamsters Local Union No. 117 has agreed to a Memorandum of Understanding (“MOU”) to amend the Agreement between the City of Lake Forest Park and the Teamsters Local Union No. 117 to modify the Collective Bargaining Agreement; and

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

Section 1. MEMORANDUM OF UNDERSTANDING AUTHORIZED. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the Memorandum of Understanding by and between the City of Lake Forest Park and the Teamsters Local Union No. 117 attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the Lake Forest Park City Council this ____ day of June, 2023.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 23-1900

MEMORANDUM OF UNDERSTANDING

RE: Juneteenth 2023 and 2024

IT IS UNDERSTOOD AND AGREED by the parties, City of Lake Forest Park, Washington (hereafter “the Employer”), and Teamsters Local Union No. 117 (hereafter “the Union”), to enter into this Memorandum of Understanding (MOU) as follows:

I. RECITALS

- A. The City wishes to commemorate the emancipation of enslaved people in the United States by observing the Juneteenth holiday. Juneteenth is recognized on June 19th of each year.
- B. The City and Union are parties to the 2022-2024 Collective Bargaining Agreement (“Agreement”) and did not agree to terms to add Juneteenth. The City wishes to address the observance of Juneteenth for the duration of the Agreement. Therefore, the parties wish to enter into this MOU to address Juneteenth in 2023 and 2024 only.

II. AGREEMENT

IN CONSIDERATION OF the mutual covenants and promises contained herein, the parties agree to the following:

- 1. Unless otherwise directed by the City Council, the City will recognize Juneteenth and observe it on Monday, June 19, 2023, and Wednesday, June 19, 2024.
- 2. For 2023 and 2024 only, full-time employees will receive a paid holiday in observance of Juneteenth and be compensated consistent with Article 7 (Holidays) of the Agreement.
- 3. This MOU is entered on a non-precedent setting basis and does not change the parties’ status quo.
- 4. This MOU is effective upon full execution and expires on December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

CITY OF LAKE FOREST PARK

TEAMSTERS LOCAL UNION NO. 117

Jeff Johnson
Mayor of Lake Forest Park

Date

John Searcy
Secretary-Treasurer

Date

City Administrator Report

City of Lake Forest Park

Date: June 8, 2023

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

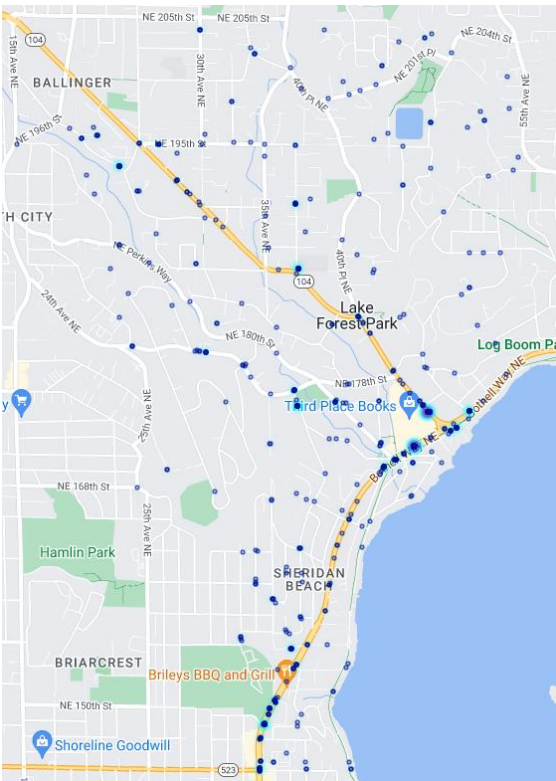
CC: Honorable Mayor Jeff Johnson
Leadership Team

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

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

I. Intergovernmental and local issues update.

Police Department



Police incidents heatmap for
May 2023:

Each blue dot is an incident generated by dispatch or an officer. This map represents **903** incidents in **May**.

Type	Calls
Suspicious Circumstances	75
Theft	25
Warrant LFP	24
Welfare Check	17
Traffic Accident	16
Parking	14
Alarm	13
911	10
Disturbance	9
Animal	9
Juvenile	7

Notable Incidents

Officers responded to a subject yelling at a homeowner, demanding to “get through” the property. Officers located the subject who had apparent mental health issues. The subject left the area after boarding a metro bus. The homeowner later located two bottles of tequila with security tags still attached hidden in their bushes. The tequila was later returned to Rite Aid where it had been stolen from.

Officers contacted a subject who had stolen liquor from Albertsons. The subject had multiple warrants for their arrest. The subject was cited for theft and booked into jail on their warrants.

Officers were dispatched to a subject walking on the Burke Gilman Trail who was described as having a “significant” head wound. Officers located the subject who declined aid. The subject left the area on foot.

While officers were conducting a business check at Albertsons, a subject who had previously been trespassed from the entire mall, stole several items. Officers arrested and booked the suspect into jail.

Officers responded to a 13-year-old with mental emotional issues who had assaulted a parent and was “trashing” the home. Officers were able to facilitate the juveniles’ transport to Children’s hospital for care.

A victim reported having their vehicle stolen from in front of their house. The vehicle contained a handgun at the time of the theft. The vehicle was later recovered in Shoreline with a flat tire. The handgun was not recovered.

Officers responded to a Robbery at Chevron. Two subjects robbed the clerk at gun point. A K9 track was unsuccessful. Several robberies committed by these same subjects were reported in 5 other cities. This investigation is ongoing.

Ofc. Wieghat (with Recruit Ofc. Gouin riding along) responded to the area of 22nd Avenue NE and Lago Place NE for what was initially reported as a group of juveniles causing mischief and setting off fireworks. The officers located a group of juvenile boys in the field of the former Cedarbrook School and spoke with them. The boys admitted to shenanigans and doing some ding-dong ditching (no fireworks) but what could have been a negative experience for them became a positive one due to Ofc. Wieghat’s professional and positive experience with the kids, talking and joking with them when contacted. In the end, the boys wanted to take a fun group photo. It was also an opportunity for Recruit Ofc. Gouin experience community focused policing with juveniles. In the end, it was lighthearted and positive for the boys as well as the officers. Kudos to Ofc. Wieghat for his community oriented and positive approach!

NEMCo

NEMCo is wrapping up its second CERT Basic class for year on Saturday June 10. This class has a current enrollment of 24 students, bringing the total trained for the year to just under 50, including a few teenagers who have been attending the class with their parents.

In addition to wrapping up this class, NEMCo started its summer tabling event season with the Shoreline Fire Department Open House on June 3. In preparation for this, the volunteer Community Outreach Committee has completed an exhaustive inventory of tabling materials as well as a complete redesign of all NEMCo flyers. We have also purchased a rolling toolbox and folding hand truck to help our volunteers transport tabling materials to these events more easily.

Sound Transit

The Sound Transit, System Expansion Committee will be reviewing the baseline budget for the Stride BRT line at their June 8 and June 22, 2023, meetings.

II. Internal City Information



During May we had four staff members participate in the Bike Month Challenge. The goal is to not only reap the benefits of the exercise involved, but to reduce our carbon footprint. Most of the miles logged were trips to city hall. Please join me in congratulating our team and giving an additional pat on the back to our Arborist Hannah Swanson, for logging 231 miles!

Although the bike month challenge has ended, you can count on this team to continue offsetting vehicle trips with their bicycles!

	NAME	MILES	TRIPS
1 st	Hannah Swanson	231	20
2 nd	Diego Zanella	85	14
3 rd	Phillip Hill	82	11
4 th	Steve Bennett	80	11



Finance Department

The Finance Department has successfully completed the recently approved investment strategy by the Budget and Finance Committee at the March meeting. The diversification assists with the City of Lake Forest Park's long term financial resiliency and sustainability goals.

Public Works Department

Collective Bargaining Agreement - The city and the Teamsters have reached an agreement for a new CBA that will cover the public works members through 2024.

Pride Month – The city recognizes June as Pride Month, and the pride flag will be raised for the month to show our support for the LGBT community.



Lakefront Park – Consultants provided proposals for the development of the Lakefront Park which the city has reviewed and selected DCG Watershed. Their proposal is on the agenda for the June 8 Council meeting.

14727 35th Avenue NE – The ownership of the property at 14727 35th Avenue NE has changed. This property has been an eyesore for quite some time. The city worked with the new owner to drain the excavated pit, remove the existing concrete and rebar, install proper silt fencing, chain link safety fencing, and fill in the pit. The new owner is working towards developing or finding a developer to complete the originally proposed project.

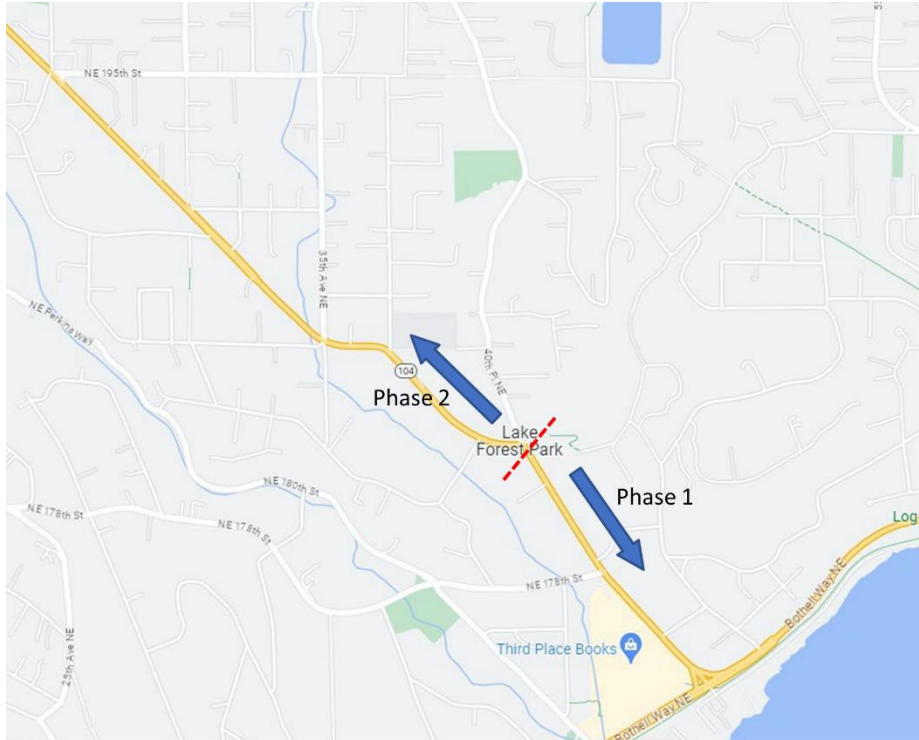


Creek Bypass Rescue – Our Public Works crews teamed up with the Fire Department to successfully rescue baby ducks that fell into the bypass along SR 522, between the Burke Gilman Trail and NE 170th Place.



Ballinger Way Roadway Maintenance - On June 5, 2023, WSDOT will begin pavement repairs on Ballinger Way NE which will include crack sealing and pothole repairs:

- The first phase of work will be crack sealing beginning on Ballinger Way at 40th Place progressing east to Bothell Way (SR 522).
- The second phase will begin on Ballinger Way at 40th Place progressing west. Once completed with this section, they will complete the lanes from 40th Ave NE in the westbound direction.
- Upon completion of the corridor's crack sealing activities, WSDOT crews will repair potholes.



Capital Facilities - Improvements at City Hall will continue this summer starting with two ongoing projects, and a new project:

- The installation of new carpet throughout City Hall as well as painting of many of the areas will continue. Staging of the work will be challenging with the furniture and keeping city operations working through the disruption.
- City Hall will receive a new antenna system to ensure compliance with PSERN and provide adequate coverage throughout all areas of service.

Employment – Public Works recently hired two seasonal workers to assist our field crews to improve our level of service with our vegetative, street, and facility maintenance needs.

Our Project Manager position remains unfilled since March 2022. We're hiring!

III. Council Information

At the June 1, 2023, RCR Executive Board meeting, the board approved the membership for the Operations Board, anticipated in the Interlocal Agreement. The first meeting of the Operations Board will be scheduled in the near future.

Name	Role/ Agency	Seat
Chief Cherie Harris	Chief, Kirkland Police Department	Principal/ Police Chief
Chief Ken Seuberlich	Chief, Bothell Police Department	Principal/ Police Chief
Chief Brandon Moen	Chief, Kenmore Police Department	Principal/ Police Chief
Chief Mike Harden	Chief, Lake Forest Park Police Department	Principal/ Police Chief
Chief Kelly Park	Chief, Shoreline Police Department	Principal/ Police Chief
Bill Hamilton	Executive Director, NORCOM	Public Safety Dispatch Agency
Grace Meyers	Police Support Services Manager, Bothell Dispatch	Public Safety Dispatch Agency
Chief Matt Cowan	Chief, Shoreline Fire Department	Fire District, Regional Fire Authority or Fire Department
Chief Joe Sanford	Chief, Kirkland Fire Department	Fire District, Regional Fire Authority or Fire Department
Sarah Lopez	Vice President Implementation, Connections Health Solutions Crisis Facility	Partner Agency
Monique Gablehouse	Chief Operations Officer, Evergreen Health	Partner Agency
Beratta Gomillion	Executive Director, Center for Human Services	Partner Agency
Michelle McDaniel	Chief Executive Officer, Crisis Connections/ 988	Partner Agency

Also related to RCR, all city councils have appointed their member to the Principals Assembly, with the first meeting scheduled for June 28, 2023, at 6:00 p.m. in Kirkland.

IV. Response to Citizen and Council Comments

V. Contract Reporting

One contract was administratively approved during the reporting period: AG-23-026, King County Contract for Internet Services.

VI. Legislative Update

VII. Community Events

Community Emergency Response Training (offered by NEMCo) - Session 8 of 8

June 10, 2023, 8:00 AM - 1:00 PM @ Kenmore Fire Station 51

VIII. Upcoming City Sponsored Events

Mini Recycling Collection Event with the City of Kenmore June 16, 2023!

June 16, 2023, 9:00 AM - 12:00 PM @ Northlake Lutheran Church

City Hall Closed (Juneteenth holiday)

June 19, 2023, 9:00 AM - 5:00 PM

IX. Meetings Calendar**Planning Commission Regular Meeting (hybrid meeting)**

June 13, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom

City Council Budget & Finance Committee Meeting (hybrid meeting)

June 15, 2023, 6:00 PM - 7:30 PM @ City Hall and via Zoom

City Council Regular Business Meeting (hybrid meeting)

June 22, 2023, 7:00 PM - 9:00 PM @ City Hall and via Zoom