

# CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

#### Thursday, August 14, 2025 at 7:00 PM

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

#### **INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:**

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

Join Zoom Webinar: <a href="https://us06web.zoom.us/j/87091829890">https://us06web.zoom.us/j/87091829890</a></a> Call into Webinar: 253-215-8782 | Webinar ID: 870 9182 9890

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

#### **HOW TO PARTICIPATE WITH ORAL COMMENTS:**

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

The meeting is being recorded.

#### **HOW TO SUBMIT WRITTEN COMMENTS:**

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

As allowed by law, the Council may add and take action on items not listed on the agenda. For up-to-date information on agendas, please visit the City's website at <a href="https://www.cityoflfp.gov">www.cityoflfp.gov</a>

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

#### **AGENDA**

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

State law, RCW 42.17A.555, does not allow the use of public facilities to promote or oppose ballot measures. Promoting or opposing the City's levy lid lift ballot measure during a council meeting would be use of a public facility in violation of state law. This includes comments made during the Public Comment section of a Council meeting. The statute, however, does not limit your ability to support or oppose a ballot measure on your own time using your own resources.

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

#### 5. PRESENTATIONS

- A. Swearing in of new Police Officer Kelly Gregory
- B. Lake Forest Park Library Reads Program
- C. Green Stormwater Solutions Pilot Project
- D. State of the Court Annual Report
- E. Transpo Group Safe Speed Study Evaluation of speed cameras at various locations, new marked crosswalk locations, and posted speed limits along state highways within the city

#### 6. 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. July 24, 2025 City Council Regular Meeting Minutes
- B. City Expenditures for the Period Ending August 14, 2025

#### 7. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

A. Ordinance 25-1311/Amending the 2025-2026 Budget

#### 8. ORDINANCES AND RESOLUTIONS FOR ACTION

A. Resolution 25-2023/Authorizing the Mayor to execute the Purdue Pharma/Sackler Family Washington State-Wide Opioid Settlement Agreement and the Washington State-Wide Opioid Settlement Agreement with eight manufacturers of generic opioids.

#### 9. COUNCIL DISCUSSION AND ACTION

#### 10. OTHER BUSINESS

#### 11. COUNCIL COMMITTEE REPORTS

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

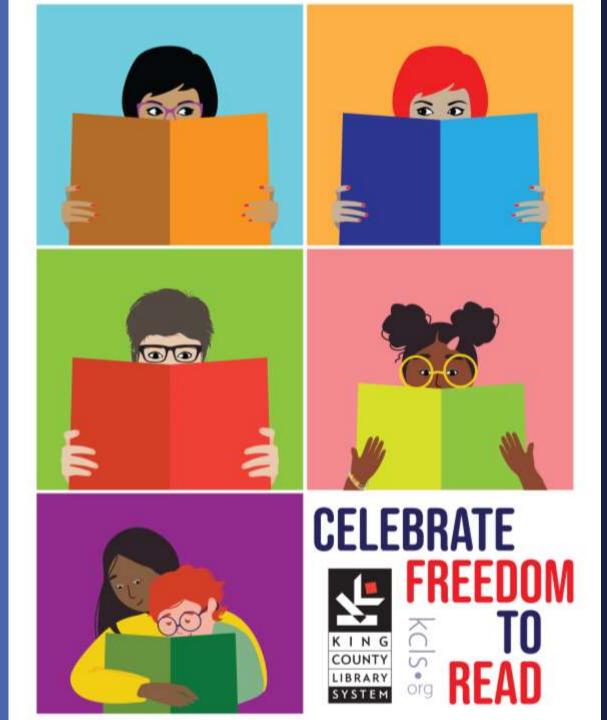
#### 12. ADJOURN

#### **FUTURE SCHEDULE**

- Monday, September 1, 2025 Labor Day, City Hall closed
- Thursday, September 11, 2025, 6:00 p.m. City Council Work Session *hybrid meeting (City Hall and via Zoom)*
- Thursday, September 11, 2025, 7:00 p.m. City Council Regular Meeting *hybrid meeting (City Hall and via Zoom)*
- Thursday, September 18, 2025, 6:00 p.m. Budget & Finance Committee Meeting *hybrid meeting* (City Hall and via Zoom)
- Monday, September 22, 2025, 6:00 p.m. Committee of the Whole Meeting hybrid meeting (City Hall and via Zoom)
- Thursday, September 25, 2025, 7:00 p.m. City Council Regular Meeting hybrid meeting (City Hall and via Zoom)

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

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



# Public Libraries and Intellectual Freedom

Alice Darnton, Regional Manager

Eileen de la Cruz & Lolly Smith, Library Advisory Committee members

Section 5, ItemB.

# How does KCLS define Intellectual Freedom?

King County Library System affirms the right of everyone to seek out information, ideas and expressive content of any kind within the law. We are committed to facilitating and safeguarding equitable access, privacy, and an extensive range of constitutionally-protected opinions, perspectives and viewpoints.



# Why is Intellectual Freedom important?

First Amendment Rights

Intellectual freedom gives people the right to think for themselves. It respects individual dignity and self-rule. - ALA

Individuals hold the right to access information according to their personal needs, not as dictated by organizations or others

Libraries do not ask why information is needed

# Libraries as limited public forms:

A forum set aside by the government for an express purpose, in the case of public libraries, as a place to receive information via access to books, programs and online information

Access- libraries offer access to information that may otherwise be restricted, either by cost or other factors

Privacy- libraries require no explanation for access and protect a patron's information history





# Intellectual Freedom and Public Libraries

What the library defends is not a book or a movie, but a patron's freedom to read, view, or listen



# Factors for public library collections and services:

Scope

Demand

Representation

Socio-economic conditions

Controversial viewpoints

Welcoming Spaces

# Scope and demand

Scope = how broadly and deeply our collection covers a specific topic

Libraries must balance scope with stewardship

Demand = local interest and community needs





## Representation and Socio-Economic Considerations

Public libraries seek to represent all people in their collections

Public libraries strive to remove socioeconomic barriers to information

Public libraries direct people to other services and resources

# Controversial viewpoints and Welcoming Spaces

Libraries collect and provide confidential access to controversial items

Libraries offer spaces where anyone can feel empowered to access information or seek informational guidance

Information needs are personal and individual, access is collective and optional



# K I N G COUNTY LIBRARY SYSTEM

# Placement in the Collection



What was the creator's intention?

What do expert reviews recommend?

What are the developmental needs of the audience?

Does it create a barrier to access?



## Inclusive vs Exclusive

Courts, not libraries, decide what is legal information

Offering an item does not block the right to not access. Declining or removing an item does block the right to access

Libraries promote the parent's right to guide their child's access

# Book bans and legislation

Nationally and locally organized groups have challenged various public and school library materials

Some states have sought to implement laws that will restrict library collections and punish library and school workers

Some communities even seek to disband their libraries entirely

Banning behavior may be passive and anonymous, for example, hiding or vandalizing books



# Freedom to Read: Take Action

Use

• Use your library!

Talk

• Talk to library workers about intellectual freedom

Join

• Join the Friends of your library or participate in your school organizations

Attend

• Attend library and school board meetings when Intellectual Freedom is a topic

Sign

• Sign the Freedom to Read Statement



Freedom to Read: Resources



# LIBRARY SYSTEM

# CELEBRATE FREEDO KEAU

Questions?

# Green Stormwater Solutions Pilot Project Proposal

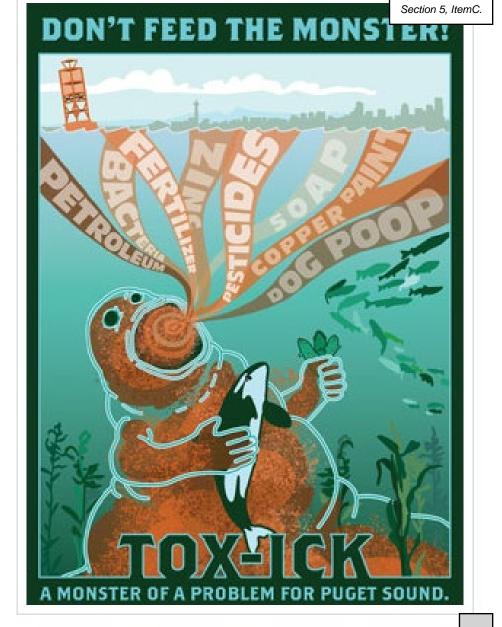
Chris Korwel – Stormwater Program Coordinator
City of Lake Forest Park – Public Works Department
July 2025

#### The Problem:

Stormwater runoff from urban development is the number one source of pollution in Puget Sound. We are contributing to this problem everyday.

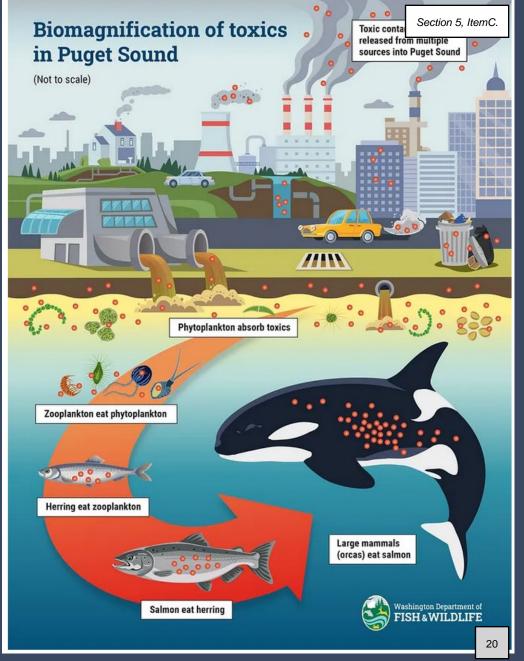
## What am I proposing?

- > 20 Green Stormwater (GSI) Projects on residential properties to help the City manage stormwater, to increase resident involvement in community stewardship, and promote sustainable practices.
- > This project would be funded in equal parts by the homeowners and a grant from King Conservation District.
- > This is a low-risk investment of City resources with the potential for many positive benefits to the community!



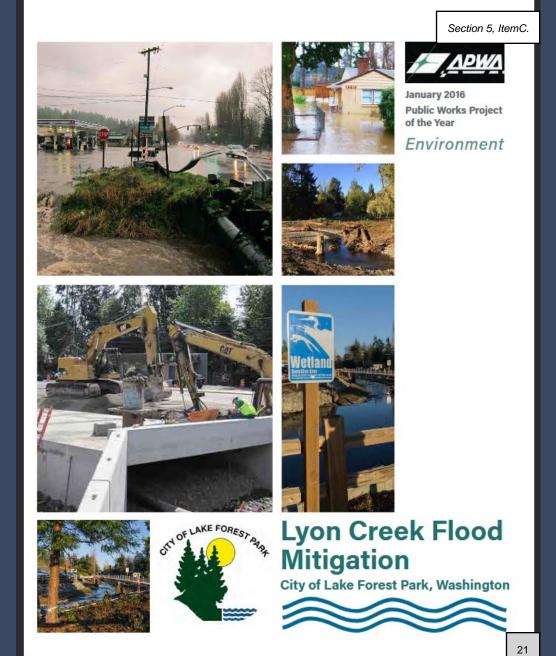
## Why am I proposing this?

- > Stormwater infrastructure was traditionally designed to shuttle water off-site and out of sight as quickly as possible.
- > This creates expensive resource management and pollution generation issues that are out of sync with the free stormwater management services natural processes provide automatically.
  - > One effect of treating rainfall as runoff is all the toxic substances from our urban environment end up washed into the water we swim in, the fish we eat, and the wildlife we love.
  - > We can address these problems in ways that are less costly, centralized, and reliant on city infrastructure!



### Why am I proposing this?

- > Stormwater issues affect the Lake Forest Park community in many ways and may have historically not received the considerations they deserve until a problem is apparent.
- > Efforts to address stormwater issues are often costly, slow to be implemented, and centralized.
- > Hard infrastructure projects require large capital investments, construction considerations, and may rely on City funds for maintenance. These projects do not.
- > The proposed projects are proactive, cost effective, relatively quick and easy to implement, and have a smaller but cumulative positive effect.



## Why am I proposing this?

- Some types of projects, known as Low-Impact Development (LID) or Green Stormwater Infrastructure (GSI), are specifically designed to be affordable and approachable solutions to stormwater issues.
- > These types of projects, like the pictured rain garden, are designed to not trigger permitting review and promote sustainability through a range of resource conservation best practices.
- Investment and involvement from, as well as risk to, the City are all low as the projects are owned and maintained by residents. And installed by contractors! This also fosters community stewardship and environmental awareness.



# That's all great – but how will we pay fo section 5, ItemC.

this?

King Conservation District works with organizations to promote natural resource conservation through best management practices, including stormwater management.

- Their member jurisdiction fund has \$130,000+ sitting in it waiting just for us!
  - >These funds get added to annually, are not state or federal, and do not require match.
- ➤ Lake Forest Park hasn't capitalized on this program in 15 years! They could have reclaimed that unused money from us after 3 years!



Funds Available to Member Jurisdictions in 2025

Amounts available should be verified before submitting an application because the amount available changes monthly. This table will be updated quarterly. Contact Jessica Saavedra.

Member Jurisdiction	Amount
King County	\$170,200
Algona	\$12,300
Auburn	\$30,500
Beaux Arts	\$860
Bellevue	\$69,600
Black Diamond	\$68,900
Bothell	\$158,200
Burien	\$82,300
Carnation	\$70
Clyde Hill	\$9,400
Covington	\$161,600
Des Moines	\$27,000
Duvall	\$68,000
Hunts Point	\$4,600
Issaquah	\$87,000
Kenmore	\$46,600
Kent	\$295,500
Kirkland	\$148,700
Lake Forest Park	\$135,900
Maple Valley	\$106,100





# We are in their service area and not taking advantage of their services.

Our residents are paying into this through their property taxes.

#### PROPERTY TAX INFORMATION

King Conservation District is an independent public agency established in 1949 by the Washington Conservation Commission under chapter RCW 89.08 RCW to assist landowners to protect and enhance natural resources. KCD serves 35 jurisdictions (34 cities and King County). The incorporated cities of Enumclaw, Federal Way, Milton, Paciflc, and Skykomish are not included in KCD's service area. Below is information about King Conservation District (KCD) rates and charges reflected in your King County property tax statement. If you have questions about your King County property taxes,



please call the Property Tax Information Line: 206-296-0923 or 206-263-2890.

KCD wants to hear from you about our 2025 Rate Renewal. We will be presenting and taking feedback at two listening sessions scheduled in May. See links below.

There are no upcoming Events at this time.

#### More Information About the 2025 Rate Renewal

For many years King Conservation District was financed by a special assessment under RCW 89.08.400 based on a per parcel rate. In February, 2012 the Washington State Legislature passed HB-2567 to provide conservation districts with financing options of either per parcel assessments or a system of rates and charges.

On July 30, 2012, King Conservation District's Board of Supervisors adopted a system of rates and charges on agricultural, residential, institutional/public, commercial, open space, and vacant/undeveloped parcels within the KCD's



service area. The rates and charges were allocated based on both the direct and indirect benefits of programs and services to landowners. Forest lands and federally-recognized tribal reservations within KCD's service area are the only properties exempt from rates and charges.

On November 13, 2012 the King County Council approved Ordinance 17474 authorizing an Interlocal Agreement (ILA) with King Conservation District to cooperate on efforts to assist landowners with improving water quality and conserving natural resources within King County. The ordinance included approval of KCD's proposed system of rates and charges to finance its programs and services.

Jurisdiction Program
Guidelines list
"Direct Improvement
of Natural Resource
Conditions", "Pilot
and Demonstration
Projects", "Capacity
Building" and
"Education and
Outreach" as
approved actions.

# This project would be all these things!

### **Similar Programs**

In recent years rain garden incentive &/or rebate programs have been popping up all around Puget Sound as agencies try to address an important regional issue.

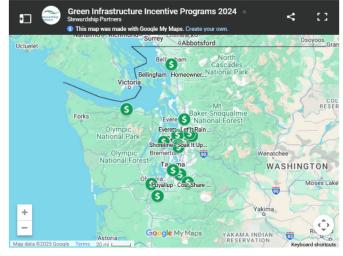
I helped create this one.

And worked for this one for many years.

#### Rain Garden Incentive Programs for Puget Sound Homeowners

All across Puget Sound, local governments are seeing diverse benefits to helping private landowners build rain gardens and other green infrastructure. Generous incentive programs continue to be rolled out so check back if your area isn't listed yet. Check out the list of incentives below and click through to connect to each program directly. Please reach out if you have suggested edits to our list!

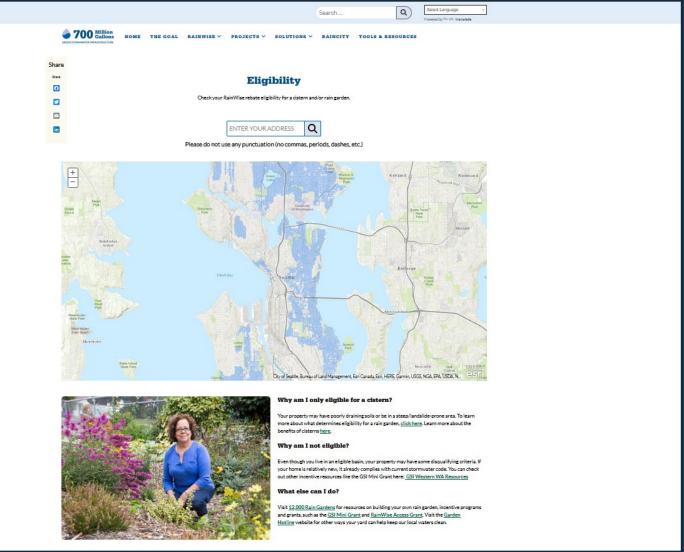
Click on the map below to find out where incentive programs are available!



- Seattle
  - RainWise Access Grants (up to \$1,000 per project)
- RainWise Rebates (avg \$4,800 per home)
- Stormwater Facilities Credit program (utility rate reductions)
- Live in Seattle and need to make some home repairs to get your property ready for your new GSI installation? Check out the City of Seattle's Home Repair Loan Program!
- King Coun
  - GSI Mini Grants (up to \$1,500 per project or \$4,500 per project for income limited/non-profit
  - Salmon-Friendly (up to \$5,500 per project in unincorporated King County as well as cities such as Woodinville and Covington in the Bear Creek)
- Unincorporated King County
- RainScapes (helps cover construction and maintenance costs and provides technical support)
- Bellinghan
- Homeowner Incentive Program (up to \$1.30 per square foot improved)
- Everet
  - Let it Rain Rebate Program (up to \$2,500 per project)
- Kirkland:
  - Yard Smart Rain Rewards (up to \$3,500 per residential project)
- Kitsap County
  - Kitsap Conservation District Cost Share Program (up to \$1,000 per project and technical assistance provided)
- Dierce County

- > I'm familiar with many of the existing programs in the region and how they work.
- I already have the skills and knowledge to implement this in LFP.
- We can look to these other programs for guidance and resources.
   And to study their successes and failures.

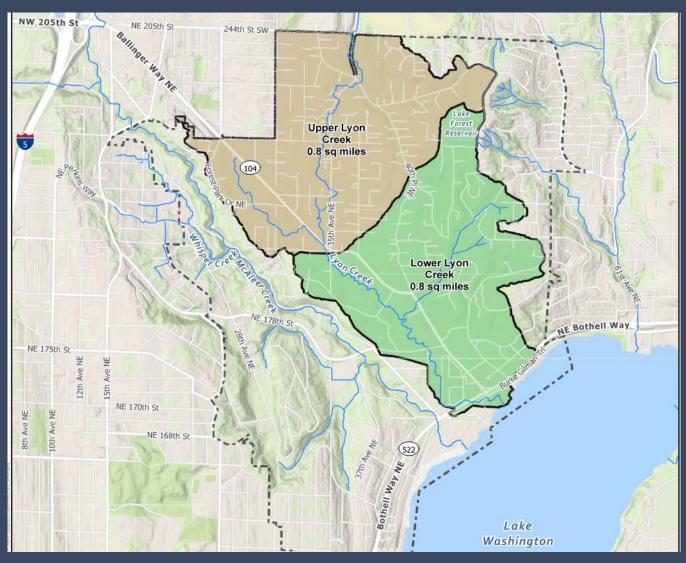
## How will the program work?



- ✓ This would be an incentive program where qualifying homeowners who contribute up to \$5,000 per project will receive an in-kind donation of up to \$5,000 in program funds towards their project. The incentive is a generous cost-share for their new project.
- ✓ Lake Forest Park residents who want to participate will fill out an online application. I will use the application and research to assess if the property is a good fit for our program.
- ✓ Applications will be scored on criteria like geographic location, size of contributing area, or amount of impervious area replaced. If their application scores high enough I will conduct an on-site consultation to answer questions and determine if installing a project would be feasible.
- ✓ The homeowner would then sign an agreement with the City to install and maintain their project, and to allow annual city inspection for up to 5 years.
- Once enrolled, homeowners would be given a list of City-approved contractors who can carry out the work. Or we may allow homeowners to do the work themselves. In either case, the participant will have one year from the signing date to complete their project.

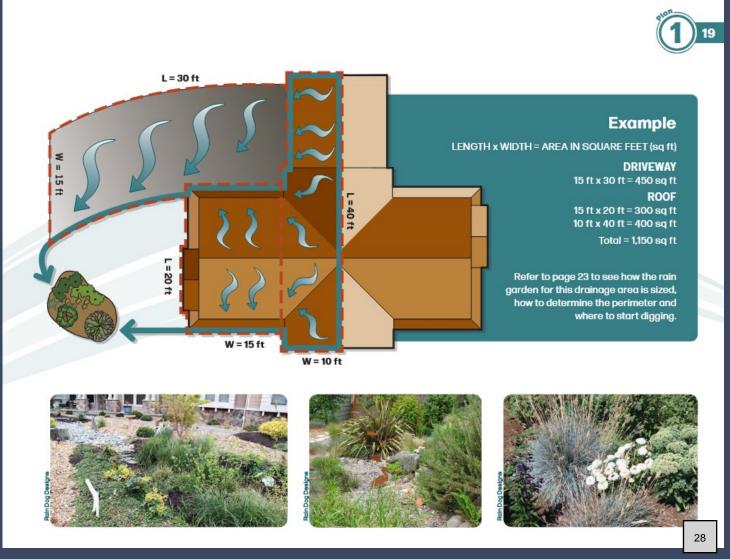
- ✓ Properties inside the Upper and Lower Lyon Creek Watersheds would be ranked with highest priority, as these are the watersheds identified in our SMAP Report for targeted actions.
- ✓ We would engage in a limited amount of community-centered outreach using all available resources to target participants in these specific geographies.
- ✓ Projects that have applied, been approved, and sign a contract will be given technical assistance and paired with a contractor. Property owners and contractors would work together, following approved specs, to coordinate the project's implementation.
  - ✓ As an enforcement mechanism, participants who do not complete their project within a year, or destroy remove or abandon it during the 5 year review period could be required to reimburse the City for the City's portion of the cost-share.

# How will the program work section 5, ItemC.



# **Project Type: Rain Gardens**

- ➤ Rain Gardens are the primary type of project I'd like to see implemented because they provide the most benefits relative to stormwater.
- Collecting water from a 1,000 square feet of roof area during a 1 inch rain event captures 623 gallons of water. 20 rain gardens would safely redirect 12,460 gallons of runoff from our stormwater system.
- Lake Forest Park receives about 37 inches of rain a year. That means there's potential for 461,020 gallons of stormwater a year to be captured on site, treated for pollutants, and naturally recharge into our ecosystems.



## **Project Type: Native Vegetation**

Native vegetation projects essentially replace existing lawn with native plant selections and compost-amended soils. They provide multiple benefits including:

✓ Increased stormwater absorption onsite.

(results in increased flood preparedness & groundwater recharge)

✓ Decreased reliance on municipal water for summer watering.

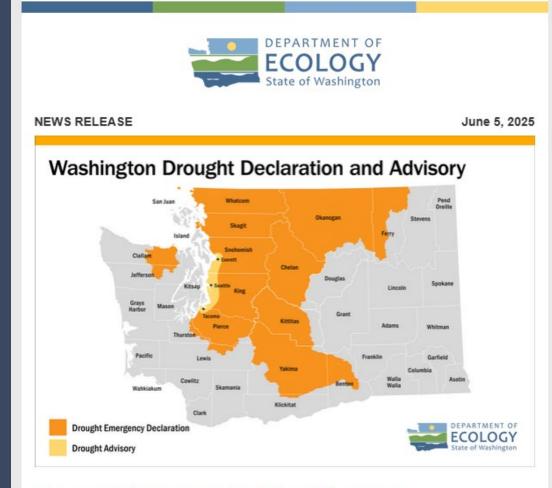
(results in increased drought preparedness)

✓ More and healthier native habitat for pollinators and other local wildlife.

(results in healthier ecosystems)

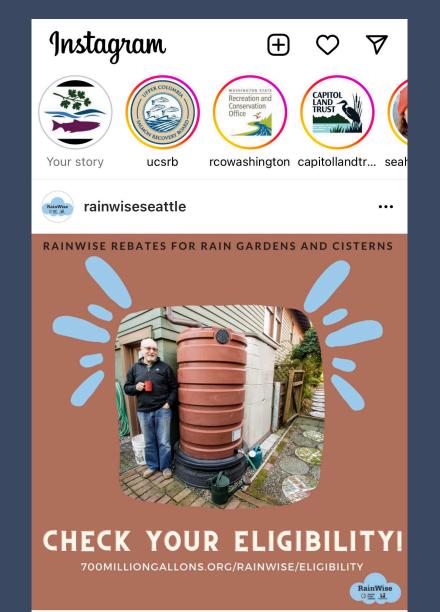
✓ Less mowing and maintenance.

(results in less fossil fuel reliance)



# Drought expanded to 19 more watersheds

OLYMPIA – The Washington Department of Ecology is expanding the drought emergency declared in April to include areas in the North and Central Cascade Mountains and parts of the Puget Sound area.



rainwiseseattle Eligibility check time... more

7 likes

# Project Type: Cisterns

- > Cisterns are large rain water storage devices collecting water from existing downspouts.
- They are installed above ground, providing temporary storage for reuse or release at a later time. Commonly, cistern water is used for residential gardening.
- >They can be linked to a rain garden or more cisterns in a series.
- >I would want a minimum cistern system size of 500 gallons for logistic reasons.

# **Project Type:**

### Permeable Pavement Systems

- ➤ A variety of permeable pavement options exist that are some states and have demonstrated stormwater storage and filtration capacities.
- They're the **mest expensive** of the project types per square foot. They also have the most restrictions in terms of how and where they can be placed.
- For the purposes of this proposal, I'd only want to allow Permeable Paver systems which **REPLACE** existing impervious surfaces.

#### What Is Permeable Pavement?

Permeable pavement is a hard surface that has enough gaps in it to When rain runs through permeable pavement, it collects in a base la soaks into the ground. Permeable pavements are sturdy enough for pedestrian traffic.

Section 5. ItemC.

Permeable pavement is also called pervious pavement, porous pavement, pervious concrete, and porous asphalt. Below are descriptions of several choices of permeable pavement.

#### Porous Asphalt and Pervious Concrete

Porous asphalt and pervious concrete are like conventional asphalt and concrete but contain less fine aggregate content leaving open spaces for water to pass through and soak into the ground. Porous asphalt and pervious concrete are the most suitable for large areas including residential driveways and parking lots.



Example of pervious concrete

#### Permeable Paver Systems

Permeable paver systems have gaps between the pavers that allow water to pass. A layer of gravel under the paver system acts as a reservoir, holding rainwater while it soaks into the ground. Pervious paver systems are the most versatile type of permeable pavement and are suitable for residential driveways, patios, and parking lots.



Example of permeable pavers

#### Turf Block Systems

Turf block systems are pavers with empty spaces filled with soil and planted. Turf block systems are suitable for residential driveways.



Example of turf block

#### At a Glance: When to use which permeable paving solution

Property uses	Porous asphalt	Pervious concrete	Permeable pavers	Turf block	
Residential driveways	Yes	No	Yes	Yes	
Patios	No	No	Yes	No 31	
Small parking lots	Yes	Yes	Yes	No	

### In summary:

- This would be a pilot project. In the next 3-5 years the goal would be 20 GSI projects (rain gardens preferred) installed successfully at private residences.
- Project sites will be vetted for their stormwater benefits. Homeowners will apply to participate. They will pay half of the project costs and will be responsible for maintenance activities.
- The program will be designed to minimize costs and risks to the city as much as possible.
- ➤ If we finish and feel the project was a success we can look at long future funding options to make it a sustainable program.



DRAFT
Green Stormwater Project Rating Matrix

Category	Details	Yes	No	Requirement	Qualifier	Quantity	Notes	Project Points	Points Possible		
Property Concern	15:										
Property Ownership	Applicant owns the proposed site?			Applicants must own the project site or landowner must approve the project. Interested renters or lesees are encouraged to speak to their property owners about applying.	Yes/No			1	3		
Property Setbacks	10 feet from neighboring property?			Projects must be 10 feet from neighboring property.	Yes/No			1	3		
	10 feet from building foundations?			Projects must be 10 feet from building foundations.	Yes/No			1	3		
Project Type:											
Rain Garden				Minimum requirement is 100 square feet of ponding area or 1000 square feet of roof runoff collected.	Surface area directed to garden (square feet) and ponding area of the rain garden (square feet)			1	10		
Cistern				Minimum requirement is 500 gallons of storage capacity.	Anticipated size of cistern system (gallons)			1	5		
Permeable Pavement				Minimum requirement is 500 square feet of permeable pavement. Pavement must replace existing impervious surfaces.	Area of permeable system installed (square feet) and area of impervious surface removed (square feet)			1	5		
Nat	tive Landscaping			Minimum requirement is 500 square feet replaced with native landscaping.	Area of native landscape installed / area replaced (square feet)			1	10		
Critical Areas:											
Wetland	Outside of Wetland and Wetland Buffer?			Projects can not be installed in a wetland or inside a wetland buffer.	Yes/No			1	2		
Landslide Hazard	Outside of a Landslide Hazard zone?			Projects must be located outside of a Landslide Hazard Zone.	Yes/No			1	2		
Geohazard Area	Outside of Geohazard Area?			Homeowners in a Geohazard area may consult a geotech engineer at their own expense to demonstrate project feasibility.	Yes/No			1	5		
Erosion Hazard Area	Outside of Erosion Hazard Area?			Projects proposed in Erosion Hazard Area will be individually reviewed.	Yes/No			1	3		
	5% or less in project area			Slopes less than 5% are preferred	% slope			1	4		
Slope	15% or less in project area			200 foot setback required for slopes greater than 15%.	% slope			1	1		
Stream Buffer	Outside of the stream buffer?			Projects proposed in the Stream Buffer will be individually reviewed.	Yes/No			1	2		
Wells	Public or Private well nearby?			Projects must be 100 feet from wells.	Distance from Well (feet)			1	2		
Stormwater Colle	ection:										
Impervious Surfaces	Type of surface?			Roofs = 3 points Driveways & roads = 2 points All other surfaces = 1 point	surface type			1	3		
	Area collected?			500 square foot minimum; 1 point for each additional 100 feet.	Area (square feet)			1	10		
	Area replaced?			1 point for each additional 100 feet above project minimum.	Area (square feet)			1	10		
	Downspout disconnected?			Disconnecting downspouts when possible is a project goal.	Yes/No			1	10		
Storm Drain	Proximity to?				Distance (feet)			1	2		
	Project overflows to?				Yes/No			1	5 2		
Streams	On property?  Proximity to?				Yes/No Distance (feet)			1	5		
	Lyons Creek Watershed?			This is not required, but it is a stormwater priority for the City.	Yes/No			1	10		
	1	ı					Total Points	24	117		
								Total out			

Total out of 100% : 20.5



## STATE OF THE COURT

Hon. Jennifer Johnson Grant, Presiding Judge

Julie Espinoza, Court Administrator

#### MISSION STATEMENT

Dedicated to the fair and impartial administration of justice and equal access for all individuals. Committed to serving with respect, competence, and efficiency.

#### **CORE SERVICES**

- File, process, & adjudicate the following:
  - Criminal Cases: misdemeanor & gross misdemeanor charges
  - Traffic Infractions
  - Photo Enforcement Citations
  - Parking Tickets
  - Vehicle Impounds
- Post-conviction supervision & monitoring of sentencing conditions in criminal cases

# COURT PROGRAMS

- Pretrial & Post-Conviction Monitoring: GPS, electronic home detention, alcohol monitoring (Secure Court Solutions) ordered as condition of pretrial release, sanction for non-compliance, and/or alternative to confinement
- Unified Payment Program (UPP): multi-jurisdictional payment option for legal financial obligations
- King County Interjurisdictional Warrant Program: multi-jurisdictional program
  where participating courts can clear outstanding warrants and provide a court date
- Youth Court: alternative infraction court for 16- and 17-year-old offenders

# **CHALLENGES**

- Judicial Information System (JIS) Shutdown: The statewide judicial system was shut down on November 3, 2024 after "unauthorized activity" was detected. Courts were unable to access calendars, criminal history, or update court records until the system was restored and allowed access on November 18, 2025 Full functionality, including the ability to run necessary BIT reports, was not restored until December 30, 2024.
  - Paper records were maintained until information could be entered when JIS was restored
  - The court issued an emergency order suspending enforcement of court rules until the JIS functionality returned
- <u>Power Outage:</u> The court was without power from November 20 22, 2024. City Hall was without power for three days. The court was closed, cases calendared for Wednesday, November 20 had to be reset to future court dates.

# PHOTO ENFORCEMENT STATUTE AMENDED

The legislature made major changes to the statute

- RCW 46.63.170 was repealed and replaced with RCW 46.63.220
- Penalty capped at \$145, except school speed zone violations could be doubled
- Revenue to be submitted to the Cooper Jones Act, with limited exception
- Mandatory 50% reductions for "recipients of public assistance under Title 74 RCW or participants in the WA women, infant, and children program" for first offense
- Outdated NOIs to be updated and submitted to AOC for approval

# PHOTO ENFORCEMENT EXPANDED

- Photo Enforcement: Photo enforcement on 178<sup>th</sup> is expanded outside school speed zone hours to include speeding in a school walk zone. The city gathered studies and erected signage along 178<sup>th</sup>
- Hybrid Camera Onboarding: Court administration underwent an approximate six-month onboarding process to implement the 24/7 hybrid camera system. The onboarding encompassed a series of meetings with AOC and VERRA as well as coordinated effort with City departments to launch the program. The extra efforts and time required to review workflow, execute case management testing, facilitate contract and citation approval presented additional staffing challenges for the Court
- <u>Invalid Infractions Recalled:</u> 3,223 citations were recalled because the NOI was not issued on an AOC approved citation form.

## **ACCOMPLISHMENTS**

#### **BUDGET SAVINGS**

Language Access Interpreter Reimbursement Program (LAIRP)

The LAIRP program offers participating courts a 50 % reimbursement for AOC approved interpreter services. The court applied for and received \$3,925 for QI-Q4 2024.

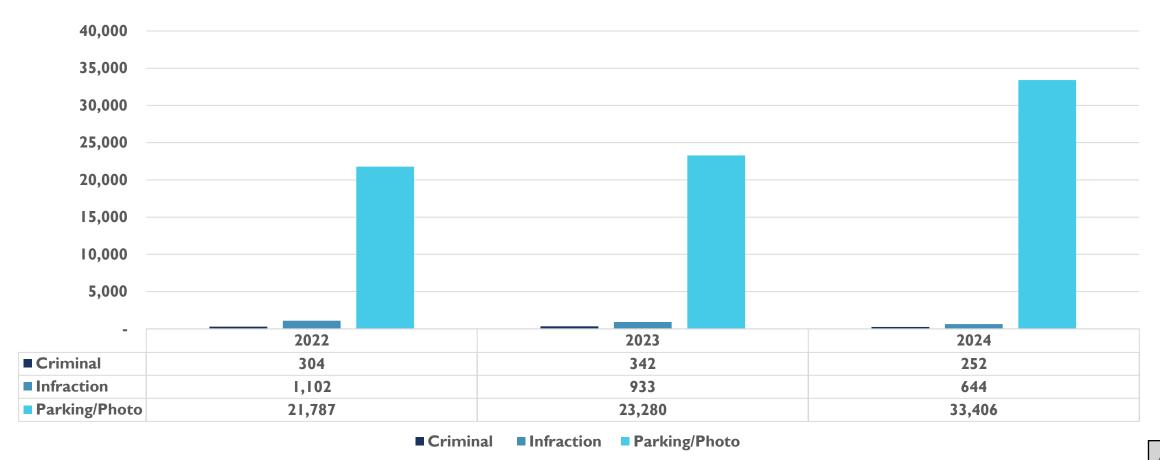
AOC Reimbursement for JIS Outage

Administrative Office of the Courts reimbursed courts for costs incurred responding to the two-week statewide judicial information system outage. The court documented 330.29 judicial and clerk hours expended in an effort to catch up on backlog. AOC reimbursed the Court for all 330 hours logged by staff and submitted for reimbursement. The court applied for and received \$13,869.61.

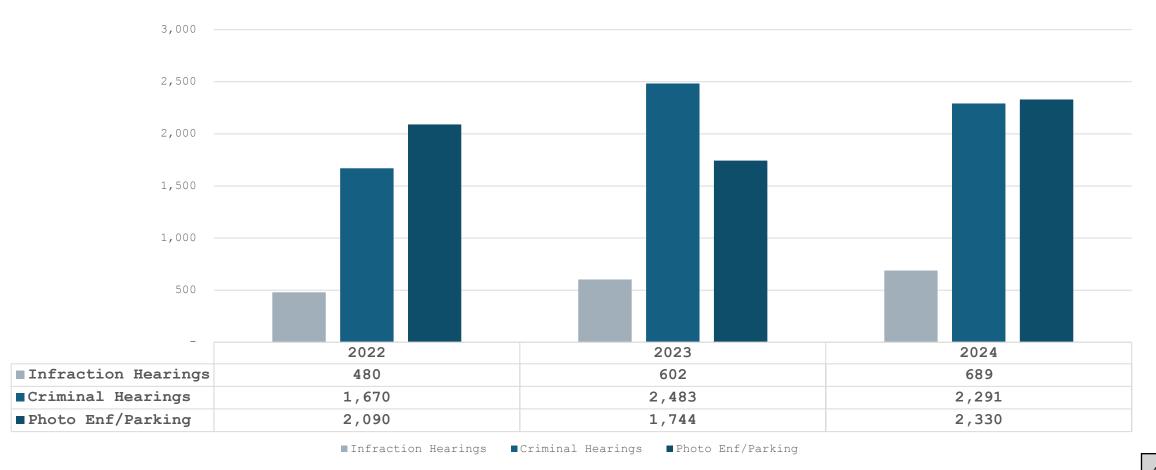
# **CURRENT STAFFING**

- Total Employees: 5.9 FTE
  - Judge: .6 FTE
  - Court Administrator: I FTE
  - Court Clerks: 4 Permanent FTE
  - Probation: .3 FTE

# **CASES FILED 2022-2024**

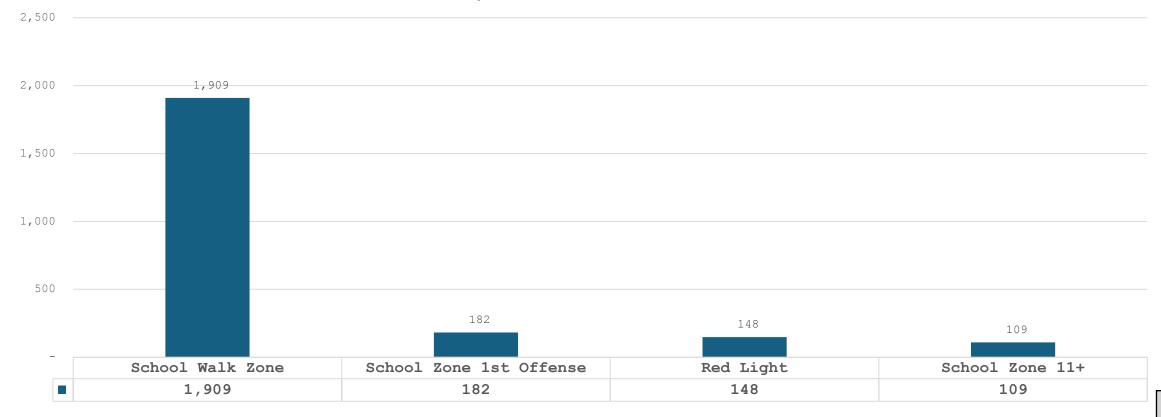


# NUMBER OF HEARINGS HELD 2022-2024



# 24/7 HYBRID CAMERA HEARING REQUESTS

## September - December 2024



# CHALLENGES MOVING FORWARD

- Increased filings lead to
  - Need for overtime funds to handle growing workload
  - Increased Staffing needs, including judicial time
  - Space constraints limit growth
  - Additional infraction calendars, requiring prosecutor
- Increased Court Interpreter Services
  - Rising cost & reluctance to appear in person
- Indigent Defense Needs
  - Supreme Court reduces attorney caseloads 10-year target
  - Conflict Counsel we need at least one more person or firm to handle conflict cases
- CLJ-CMS roll out in 2026

# IN SUMMARY

- court is currently at capacity with heavy calendars
- court rules and local/state law dictate timelines for processing and adjudication of civil traffic infractions/citations
- going forward: court will continue to work collaboratively with city administrator and council to address staffing, space, and other challenges
- court is committed to serving with respect, integrity, and efficiency to address the needs of the community and individuals that visit the court consistent with the character of Lake Forest Park

# STATE OF THE COURT

2024



Jennifer Johnson Grant, Presiding Judge Julie Espinoza, Court Administrator 17425 Ballinger Way NE Lake Forest Park, WA 98155 206.364.7711

## **Our Court**

Lake Forest Park Municipal Court is a court of limited jurisdiction organized under RCW 3.50. The court has jurisdiction to hear misdemeanor crimes and civil infractions committed within its geographic boundaries.

The court was formed in late 1961. Mayor Francis Holman appointed Charles W. Pomeroy to serve as the court's first judge. Judge Pomeroy's term began on January 16, 1962. The court held evening calendars twice a month. In the early days, Judge Pomeroy ran court from his home and was paid \$35 monthly rent for the use of his home as a court room.

The court has grown over the last six decades. The court is open five days a week with calendars scheduled twice a week. The court and City Council share a beautiful, multi-use room well equipped with audio visual equipment. Criminal cases are heard on Monday and Wednesday mornings. Infractions are heard in a virtual courtroom on Monday and Wednesday afternoons. Post Covid 19, the court has held a hybrid court allowing parties to appear remotely, when appropriate. Armed security ensures the courtroom is a safe space when the doors are open to the public.

Through changes in laws, population, and technology, one thing has remained constant—this court's central role in delivering justice that directly affects the lives of those who live in this community. When municipal courts work well, the entire community benefits—from safer streets to stronger civic engagement. And that is what we are committed to delivering, year after year.

## **Our Mission**

Dedicated to the fair and impartial administration of justice and equal access for all individuals. Committed to serving with respect, competence, and efficiency

## **Core Services**

With respect to core services, our court handles:

- Misdemeanor and gross misdemeanor cases (theft, criminal trespass, domestic violence (DV), Driving Under the Influence (DUI), Driving While License Suspended (DWLS), etc.)
- Traffic infractions and parking citations, including traffic safety camera enforcement, and
- Vehicle impound hearings.

## **EXECUTIVE SUMMARY**

Presiding Judge: Jennifer Johnson Grant

Court Administrator: Julie Espinoza Probation Officer: Charles Mitchell

Court Clerks:

Alisha Bhatti

➤ Amber Gilmore

Loyce Weishaar

Virginia Echeverria

\*\* The court is currently staffed with 5.9 FTE. In 2024, the court had 4.3 FTE.

*Presiding Judge* – The presiding judge is appointed by the mayor and confirmed by the City Council for a four-year term. The Presiding Judge is responsible for leading the management and administration of the court's business, recommending policies and procedures that improve the court's effectiveness, and allocating resources in a way that maximizes the court's ability to resolve disputes fairly and expeditiously.

Court Administrator – The court administrator (CA) is responsible for all non-judicial, day-to-day operations of the court, including court services. The CA develops and implements policies and procedures, the court budget, oversees personnel management and development, accounting, and case flow management. The CA works under the direction of the presiding judge.

*Probation Officer* – The probation officer (PO) monitors the behavior of individuals sentenced to active conditions mandated by the court. The PO monitors compliance through direct communication with the probationer and treatment providers. The PO works under the supervision of the presiding judge and CA.

Court Clerk – The clerk provides assistance to the public regarding court dates and fines, maintains accurate data entry in all court software, and supports court operational and reporting requirements. Court clerks work under the supervision of the CA. Duties encompass:

- Courtroom Hearings
- Court Reception/ Customer Service
- Jury Management
- Case Scheduling
- Cashiering

## 2024 IN REVIEW

## STAFFING UPDATES

Alisha Bhatti – Court Clerk. The court welcomed Alisha in June of 2024. Alisha has a BA in Criminal Justice and is pursuing a master's degree in criminal justice at Seattle University. Alisha has been a great addition to the LFPMC team.

Temporary Staffing/Per Diem – Kelley Gradwohl and Dillion Spiess provided per diem staffing to assist with backlog and coverage. Ms. Gradwohl also played an important role providing continuity and training assistance during Ms. Bhatti's training.

## **MEMBERSHIPS & TRAININGS**

The Court is actively involved in the following organizations:

- District and Municipal Court Judges' Association (DMCJA)
- District and Municipal Court Management Association (DMCMA)
- Municipal Judges Breakout Room (MJBR)
- Trial Court Coordination Council (TCCC)

Judge Grant and Court Administrator Julie Espinoza attended the Better Together Leadership Forum for presiding judges and administrators held in Vancouver, WA. They also attended the CLJ CMS Informational Session, Marysville, WA.

Judge Grant attended the DMCJA Spring Program, Marysville, WA. Ms. Espinoza attend the DMCMA Spring Program, Spokane, WA, as well as the following NACM/ICM Certification Courses:

- Certified Court Manager (completed)
- Certified Court Executive (in progress)

## LANGUAGE ACCESS INTERPRETER

## REIMBURSEMENT PROGRAM (LAIRP)

Lake Forest Park Municipal Court was invited to participate in the Administrative Office of the Courts (AOC) established interpreter reimbursement program due in part to the Court's active participation and compliance with King County's Language Access Plan (LAP). The Court can offset the cost of providing not only certified court interpreters at a 50% reimbursement rate, but also full reimbursement of approved goods and services. In 2024 the court purchased a translation device called Pocketalk for use at the front counter. The device, the size of a small smart phone, can translate in over 82 languages. The court was reimbursed in full for that purchase and received total reimbursement of \$3,925 from LAIRP in 2024.

The program furthers our efforts to provide access to justice in our Court and in providing language services outside of the courtroom.

## JAIL FACILITIES & IN CUSTODY HEARINGS

Lake Forest Park Municipal Court inmates may be housed at the Snohomish County Jail (SCJ), the King County Jail (KCJ), Lynnwood Jail (LCJC), and Sunnyside Jail.

Arrests on new charges are typically booked at SCJ. Offenders arrested on outstanding LFPMC warrants may be booked into the KCJ or SCJ. Sunnyside Jail continued to be a more economical facility for defendants serving lengthier jail sentences.

In 2024, LFP entered an interlocal agreement with Lynnwood for jail and video court services. The newly built Lynnwood Jail contains two courtrooms equipped with a video court. This facility does not yet serve female inmates; however, Lynnwood is the preferred facility because it is physically closer, booking process is more efficient, and video court appearances alleviate the need to transport a defendant for a hearing at the courthouse. The agreement and coordination occurred in 2024 with the first LFP booking in January 2025.

## In Custody Hearings, Transport & Security

The Lake Forest Park Police Support Officer Christian Hansen provides dedicated transport services for in custody defendants held at SCJ or KCJ. Officer Hansen transports individuals for hearings and facilitates movement of the defendant throughout LFP city hall.

In custody defendants are transported to city hall for a Zoom hearing. Once at city hall the in custody defendant is secured in a holding cells. Their video hearing in the LFPPD's secure interrogation room. Defendant is able to meet with their attorney privately before appearing remotely via Zoom.

Retired LFP Police Officer Greg Ward provides security for in-person hearings at LFPMC. He cordons off the area outside the courtroom doors and screens people for weapons before they enter the courtroom. When LFPPD is unavailable to staff the security detail, the court utilizes PSES for security services.

## AOC JIS OUTAGE REIMBURSMENT

Administrative Office of the Courts reimbursed courts for costs incurred responding to the two-week statewide judicial information system outage. The LFPMC documented 330.29 judicial and clerk hours expended in an effort to catch up on backlog. AOC reimbursed the Court for all 330 hours logged by staff and submitted for reimbursement. The court applied for and received \$13,869.61.

## YOUTH COURT

Lake Forest Park Municipal Court created a Youth Court program in 2001. Our Youth Court was one of the first in state and was operated collaboratively with Shoreline District Court. Sixteen and seventeen-year-old traffic offenders are able to divert their cases to Youth Court where student volunteers serve as the judge, bailiff, or jury members.

Participants who enter Youth Court take responsibility for the alleged infraction and cannot challenge the violation at their Youth Court hearing. Participants opting in to the program agree to maintain law abiding behavior for six months and to comply with the "sentence" handed down by the court. At a

typical Youth Court hearing, the participant can explain the circumstances surrounding the event and respond to questions from the Youth Court judge and jury. The Youth Court jury deliberates and imposes a constructive sentence. Students typically have two months to complete the terms of their sentence. A constructive Youth Court sentence may order a sanction of community service hours, an essay/research paper, a letter of apology, a required defensive driving course, or another option, as determined by the jury.

If a student receives a ticket within this period, the infraction is found committed, and the full fine is imposed. If the sentence is successfully completed and the infraction is dismissed and not reported on the student's driving record.

Although Shoreline District Court has not partnered with LFP for a few years, our Youth Court has continued to function well with student from Shorecrest High School who are trained and supervised by Bo Jordan, the Youth Court Staff Advisor. The court is very thankful for Bo Jordan for his continued service.

## Youth Court 2024, in Summary



## CHALLENGES FACED IN 2024

#### **INVALID 24/7 INFRACTIONS:**

On October 7, 2024, Court administration discovered error in infraction language resulting in the dismissal and refund of payment by the Court of 3,223 infractions.

## JIS SHUTDOWN NOVEMBER 3-17, 2024:

AOC shut down the judicial information system (JIS) on November 3, 2024 after "unauthorized activity" was detected. Nearly all courts utilize JIS or access information stored in JIS. This was an unprecedented action that brought most courts to a halt.

There was not advance warning of shut down and AOC was unable to communicate directly with Washington courts because AOC lost access to the listservs used to communicate with the presiding judges and court administrators. Information was hard to come by initially. Word was slowly spread from court to court. Court administrators and presiding judges strategized with their colleagues in other courts on how to proceed without access to calendars, criminal history, or updated court records.

Various workarounds were devised, and copious notes were taken of every action, including phone calls and counter visits. Court calendars were assembled manually. Paper records were maintained until information could be entered into JIS once restored. The court issued an emergency order, authorized by the Chief Justice Gonzalez of the Washington Supreme Court, suspending enforcement of specific court rules until the JIS functionality returned.

JIS was restored on November 15, 2024. Courts were provided updated security protocols and allowed access on November 18, 2025. Full functionality, including the ability to run necessary Business Intelligence Tool (BIT) reports, was not restored until December 30, 2024.

The real work started once JIS was back online. Calendars were busier than ever due to continued hearings. Courts had to deal with busy calendars while systematically docketing the activity taken during the outage and processing financial transactions. The LFPMC team did an excellent job! They worked hard and maintained a positive attitude.

\*\*Court staff tracked a total of 330 hours devoted to backlog recovering from the JIS outage.

## **POWER OUTAGE:**

Lake Forest Park was without power from November 20 - 22, 2024 due to a severe windstorm. City Hall and the Court closed. Twenty-nine cases calendared for Wednesday, November  $20^{th}$  were reset to future dates.

The outage and inability to work happened just days after JIS was restored. A generator provided power to some areas of City Hall but not in the LFPMC court office space. Staff went above and beyond squatting in various offices throughout the building so they could plug in and work.

## PHOTO ENFORCEMENT EXPANDED

Much of 2024 was spent dealing with photo enforcement.

The legislature amended and recodified the laws governing photo enforcement in RCW 46.63.220. Significantly, the legislature placed a cap on the maximum penalties permitted and dictated where those penalties could be allocated. The changes presented a number of challenges for the court as the Notice of Infractions needed to be updated with the new code and approved by AOC.

Mayor French emphasized the importance of pedestrian safety and, with City Council approval, speeding near Brookside Elementary was prioritized. Photo enforcement was expanded to include 24-hour enforcement of the posted speed limit on NE 178th.

#### Hybrid Camera Onboarding:

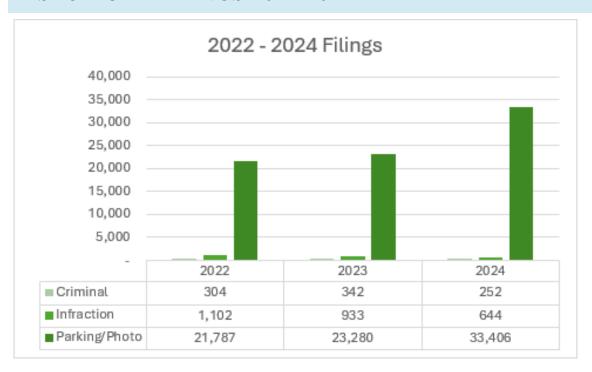
Court administration underwent an approximate six-month onboarding process to implement the 24/7 hybrid camera system. The onboarding encompassed a series of meetings with AOC and VERRA as well as coordinated efforts with City departments to launch the program. The extra efforts and time required to review workflow, execute case management testing, facilitate contract and citation approval presented additional staffing challenges for the Court.

#### 24/7 Photo Enforcement:

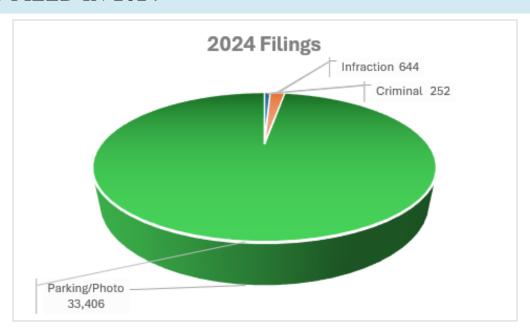
September 16, 2024 - Hybrid photo enforcement system was go-live tripling the number of infractions filed (from 1,555 to 4,893 per month) and doubling the amount of hearing requests received by the Court.

## FILINGS & HEARINGS

## HISTORICAL FILINGS 2022-2024

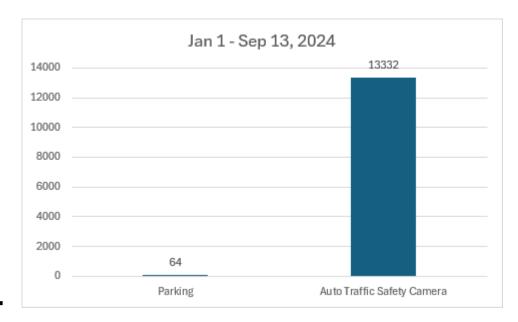


## CASES FILED IN 2024

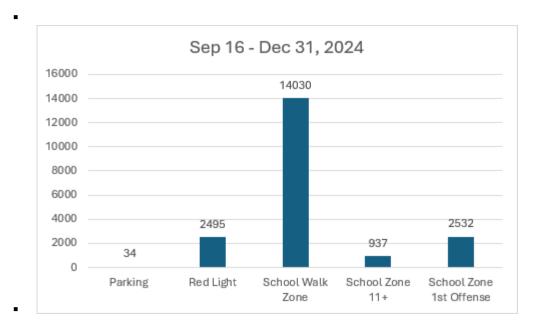


## IMPACT OF THE 24/7 WALK ZONE ENFORCEMENT

Prior to the go live date, the court received 13,332 photo citations.



After the go live date, in just three and a half months, the court received 19,994 photo citations, including 14,030 for speeding in School Walk Zone photo citations.



#### Types of cases defined:

Traffic Infractions - Cases that pertain to (1) the operation or condition of a vehicle whether it is moving, standing, or stopping, and (2) pedestrian offenses.

Non-Traffic Infractions - Cases including civil violations of RCW 18.27.340 and 18.106.020, land use license violations, and offenses decriminalized under municipal code, such as dog leash violations and bicycle offenses.

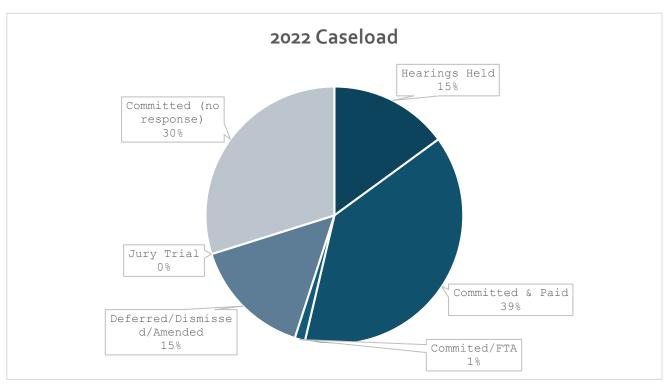
Parking Infractions - Cases pertaining only to violations of parking statutes and ordinances. Includes photo enforcement infractions.

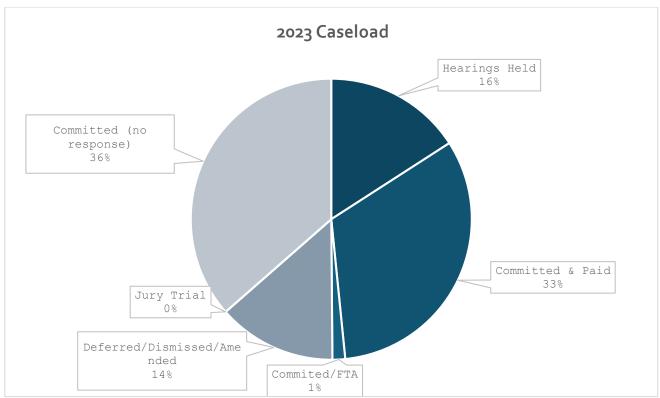
Driving Under the Influence - Cases that cite RCW 46.61.502, driving while under the influence of intoxicating liquor or drugs, or RCW 46.61.504, actual physical control of a motor vehicle while under the influence of intoxicating liquor or drugs.

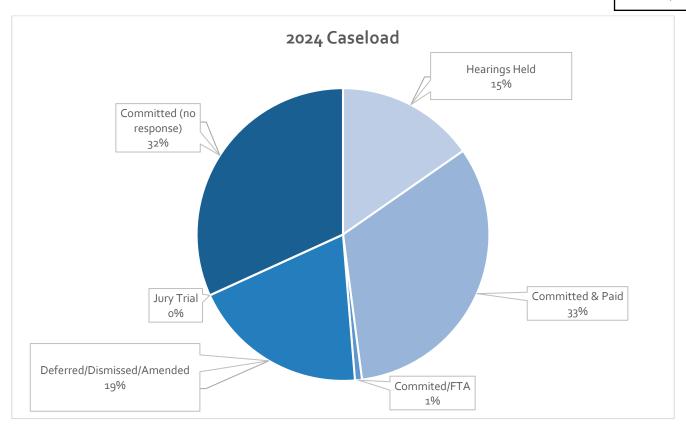
Criminal (Traffic) - All citations and complaints other than those counted under DUI or Physical Control, that pertain to the operation or use of a vehicle.

Criminal (Non-Traffic) - Criminal cases, excluding DUI and Physical Control, Other Traffic Misdemeanors, punishable by up to one year in jail and/or a fine of up to \$5000.

## **HEARINGS HELD**







The Court heard one DV jury trial in 2024

## LOOKING AHEAD

## **GROWING CASELOADS**

The court anticipates increased infractions and criminal traffic filings as LFPPD becomes fulling staffed and able to dedicate more attention to traffic patrol. The court is currently working beyond capacity and the filing numbers support adding another clerk. Any additional cameras will increase staffing needs, including judicial time. The court will explore appointing a commissioner to assist with the photo enforcement hearings as the standing need exceeds a pro tem assignment. RCW 3.50.075. Adding staff is a challenge when the court workspace is limited.

## CLJ-CMS ROLL OUT IN 2026

AOC is rolling out the CLJ CMS operating system. LFPMC is scheduled for June 2026. This will be a major adjustment as we prepare for the new system. We should have a leg up if we are able to start converting our paper files into a digital format with Laserfiche.

The roll out will require the court to close out and shut down on Wednesday, May 28,2026 until we go live in the new system on Sunday, June 1, 2026. All court staff and IT are necessary for the Sunday launch. Change can be uncomfortable, but the new systems will provide e-filing and e-supervision. This will require OT and will have a budgetary impact.

## INDIGENT DEFENSE

Public Defense caseloads. The Washington State Supreme Court lowered indigent defense caseloads. Cities have some autonomy but annual reductions are expected with a ten-year deadline to meet standards. The City contracts with Stewart MacNichols Harmell for defense services. They provide two attorneys to staff our criminal calendars. Those same attorneys appear in other jurisdictions as well. How calendars translate to caseloads will need to be explored. This is a question for the executive branch. In 2024, 335 defendants appeared with 276 represented by the public defender or conflict counsel.

Lack of Conflict Counsel. There is a shortage of indigent defense attorneys who are taking conflict cases. In the past LFP had three attorneys in the rotation; however, we are now down to just one. He has been able to handle nearly all conflict matters but we run into issues when he also has a conflict with the potential client. The has occurred several times in recent years and is very problematic. The city administrator posted the position, but the search was not fruitful. This is ongoing issue that needs to be addressed.



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date August 14, 2025

**Originating Department** Executive

Contact Person Mayor French

Phillip Hill, City Administrator

Kim Adams Pratt, City Attorney

**Title** Evaluation of speed cameras at various locations, new marked crosswalk

locations, and posted speed limits along state highways within the city

## **Legislative History**

First Discussion – August 14, 2025

#### Attachments:

- 1. Transpogroup Evaluation of Posted Speed Limits on the SR522 & SR104 Corridors
- 2. Transpogroup Evaluation of New Marked Crosswalks along NE 178th St. & SR104 Corridors
- 3. Transpogroup Evaluation of Additional Traffic Safety Cameras

#### **Executive Summary**

Following discussion and priority setting with Council regarding next steps for traffic and multimodal safety, the administration engaged the city's transportation engineering firm, Transpogroup, to complete the attached studies. They focus on evaluating the posted speed limits along state routes SR522 (Bothell Way) and SR104 (Ballinger Way); evaluating crosswalk locations at NE 178<sup>th</sup> St. and 40<sup>th</sup> Ave. NE, and at 19115 Ballinger Way; and evaluating traffic safety cameras along SR 522 and SR104, an additional traffic safety camera on NE 178<sup>th</sup> St., and a red-light camera at the intersection of SR104 and 35<sup>th</sup> Ave. NE.

Jon Pascal, PE, a managing principal with Transpogroup will be in person to present the findings in the studies and answer questions from Council.

#### **Background**

During the 2024 Council Retreat, priorities were set, including those around traffic and multimodal safety. The following are two of the priorities from the retreats final report.

- 5. Improve multimodal safety through the collection and analysis of safety related data. (46 points)
- 8. Improve safety on SR 522 through safety improvements such as lower speed limit, lighted crosswalks, speed camaras and other measures (15 points).

Based on priority number 5 and through further discussions, council identified the two crosswalk locations and traffic safety camera locations that were studied.

#### **Fiscal & Policy Implications**

Should council move forward with the recommendations in the reports, there will be fiscal implications for the required equity studies for any traffic safety camera locations, engineering design of the crosswalks, and necessary associated improvements in the right-of-way. Traffic safety camera locations without existing power drops will also require coordination with Seattle City Light (SCL) and associated costs.

#### **Alternatives**

Options	Results
Accept the studies presented.	The administration will take next steps to implement the recommended traffic safety camera locations, design the new crosswalks, and submit the speed limit recommendations for SR522 & SR104 to the Washington State Department of Transportation.
Do not accept one or more of the studies	The recommendations of any study not accepted will not move forward.

#### **Staff Recommendation**

Review the included studies. Staff will be on hand to answer any questions the city council may have. Council will then need to determine whether to accept the studies and direct the administration to commence with the necessary next steps.



## **MEMORANDUM**

Date:	April 18, 2025	TG:	1.23191.01
To:	Phillip Hill, City Administrator, City of Lake Forest Park		
From:	Bahar Azin, PhD and Jon Pascal, PE, Transpo Group		
Subject:	Evaluation of Additional Traffic Safety Cameras		

This memorandum evaluates potential new locations for additional traffic safety cameras in the City of Lake Forest Park. The analysis and information contained in the memorandum is meant to assist the City in determining whether new traffic safety cameras – both speed cameras and redlight cameras – should be installed and at what locations.

## **Purpose**

The City of Lake Forest Park is considering the installation of automated speed cameras along SR 522 and SR 104, another speed camera on NE 178th Street, and a red-light camera at the intersection of SR 104 and 35th Ave NE. The purpose of the cameras would be to enhance roadway safety by encouraging and enforcing compliance with existing traffic safety regulations. This memorandum evaluates potential locations for the cameras by evaluating available speed, safety, and citation data to determine if additional enforcement would improve compliance of existing posted speed limits and other traffic regulations such as stoplight violations. The analysis aligns with RCW 46.63.220, which governs the use of automated traffic safety cameras in Washington State.

## **Approach**

The memorandum is based on an evaluation of safety and traffic operations along the SR 522, SR 104, and NE 178th Street corridors. The analysis considers vehicle speeds, traffic volumes, crash data, and roadway context to assess current conditions. For the proposed red-light camera, red-light running violations are evaluated as well. The study examines the potential for traffic safety cameras to address the requirements of RCW 46.63.220.

## State Law on Automated Traffic Safety Cameras

State law RCW 46.63.220 allows the use of automated traffic safety cameras to monitor speed violations in specific locations, including school speed zones, school walk zones, hospital speed zones, public park speed zones, roadway work zones, and along state highways within city limits that are classified as city streets. Automated traffic safety cameras are also allowed to be utilized to detect stoplight violations. The City has already located cameras to monitor stoplight violations along SR 522, and speed violations along several city arterials.

Before implementing or relocating cameras, an analysis of proposed locations must be conducted and documented. RCW 46.63.220 requires that the analysis must demonstrate a need for the cameras based on factors such as evidence of speeding, collision rates, near-miss reports, travel by vulnerable road users, or the ineffectiveness of other mitigation measures.

The law also mandates public notice, signage indicating automated camera enforcement, and annual reporting on traffic safety outcomes for each location with a camera. Additionally, cameras

may only capture vehicle information, preserving privacy by excluding driver or passenger identification.

## **Automated Speed Enforcement Cameras along State Highways**

As mentioned, State law RCW 46.63.220 allows the use of automated traffic safety cameras to monitor speed violations along state highways within city limits that are classified as city streets, such as SR 522 and SR 104.

## **Corridor Descriptions**

**SR 522** is a four-lane east-west state route with two travel lanes in each direction and a posted speed limit of 40 mph through most of Lake Forest Park, with a small segment signed at 35 mph near the border with the City of Seattle. The roadway, which is classified as a principal arterial, provides access to a variety of commercial and residential areas along its length. The speed limit on SR 522 changes to 35 mph in the City of Kenmore, located immediately to the east.

**SR 104** (Ballinger Way NE) is a two-lane north-south state route with a posted speed limit of 35 miles per hour (mph) from the northern city limits to 35th Avenue NE. The speed limit decreases to 30 mph between 35th Avenue NE and the intersection with SR 522. The roadway has a single lane in each direction and is classified as a principal arterial based on the City's Comprehensive Plan. The route passes through primarily residential areas, with notable landmarks including a school located south of 35th Avenue NE and the Town Center commercial area situated near the southernmost section of the corridor. A roundabout is planned on SR 104 at its intersection with 40th Place NE within the 30 mph speed zone.

The existing posted speed limits in and surrounding the City of Lake Forest Park are shown in Figure 1. The figure shows the posted speed limits along both state highways. Blue dots along each route indicate locations where speed data was collected using tube counters as part of this study effort.

#### **Collision Records**

Crash records over the most recent complete five-year period were reviewed for the corridor. The crash records are summarized in Table 1. Historical crash data was provided by WSDOT for the period of July 1, 2020, to July 31, 2024.

Table 1. Annual Collision Summary – 2020 to July 2024

Roadway Segment	2020	2021	2022	2023	2024 <sup>1</sup>	Total	Annual Average
SR 104	5	8	6	7	3	29	6.3
SR 522	11	17	12	14	4	58	12.7

Source: WSDOT, 2024.

Note: Under 23 U.S. Code § 409 and 23 U.S. Code § 148, safety data, reports, surveys, schedules, lists compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

1. 2024 collision data shown is for the period between January and July.

As shown in Table 1, SR 104 has experienced an annual average of more than six collisions, while SR 522 has seen an annual average of more than 12 collisions over the past five years. During this period, 29 total collisions were recorded on SR 104, and 58 collisions occurred along SR 522. The majority of these collisions resulted in property damage only, with injury rates of 30 percent on SR 104 and 28 percent on SR 522. One fatality was recorded on SR 104 during the



five-year period, involving a pedestrian on a scooter who was struck due to a failure to yield the right-of-way to a motorist.

Of the total collisions on SR 104, more than half of the collisions involved improper vehicle movements (improper passing, improper backing, failure to yield right-of-way, disregarding traffic control signs, or exceeding safe speeds). Similarly, on SR 522, the majority of collisions were associated with improper vehicle movements and one involved a bicyclist with minor injury.



Figure 1. Lake Forest Park Posted Speed Limits



## **Vehicle Speeds**

Vehicle speeds were recorded at two locations on SR 104 and three locations on SR 522 using traffic counting tubes. For the two locations on SR 104 and two of the locations on SR 522, data was collected for one week in October 2024 and captured hourly speed measurements for both travel directions at each site. For the remaining location on SR 522 (between SR 104 and the city boundary with Kenmore), data was collected for one week in April 2025. During the data collection period, the posted speed limit was 40 mph at the three data collection sites on SR 522. For SR 104, the posted speed limit was 30 mph at the southern data collection site and 35 mph at the northern data collection site.

Key speed indicators include the median speed, 85th percentile speed, 10 mph pace, percent in pace, and percent of vehicles 5 mph over the speed limit. The key indicators are used to help identify if a speeding problem exists and to what extent. The definition and purpose of the speed indicators are described below. Table 2 summarizes the key speed indicators along the SR 522 corridor. Table 3 summarizes the key speed indicators along the SR 104 corridor.

Table 2. SR 522 Speed Data Summary (2024-2025)

Indicator	SR 522 (East of SR 104)		SR 522 (No	rth of 165th)	SR 522 (South of 165th)	
Indicator –	WB	ЕВ	WB	EB	WB	EB
Posted Speed Limit (mph)	40	40	40	40	40	40
Average Daily Traffic (vehicles)	20,500	20,600	15,900	11,400	16,600	16,500
Median Speed (mph)	44	44	43	39	40	38
35th Percentile Speed (mph)	49	49	48	45	46	44
I0 mph Pace (mph)	39-49	39-49	38-48	35-45	36-46	34-44
% in Pace	71%	68%	67%	53%	57%	55%
% of Vehicles 5 mph over Speed Limit <sup>1</sup>	42%	39%	38%	17%	20%	10%

<sup>1.</sup> Represents the vehicles exceeding the posted speed limit by at least 5 mph.

Table 3. SR 104 Speed Data Summary (2024)

la dia atau	SR 104 (N	lorth of 35th)	SR 104 (South of 35th)		
Indicator	NB	SB	NB	SB	
Posted Speed Limit (mph)	35	35	30	30	
Average Daily Traffic (vehicles)	6,900	7,200	7,200	7,700	
Median Speed (mph)	35	35	33	35	
85th Percentile Speed (mph)	40	40	37	39	
10 mph Pace (mph)	31-41	31-41	28-38	30-40	
% in Pace	72%	76%	79%	84%	
% of Vehicles 5 mph over Speed Limit <sup>1</sup>	13%	14%	28%	48%	

<sup>1.</sup> Represents the vehicles exceeding the posted speed limit by at least 5 mph.



#### **Key Speed Indicators**

**Median Speed**. The speed in which 50 percent of all traffic is traveling at or below. The statistical median is used as a point of reference in understanding the prevailing conditions. Ideally, and in compliance with the City's traffic calming policy, the median speeds should be at or under the posted speed limit.

**85th Percentile Speed**. The speed in which 85 percent of the traffic is traveling at or below. Typically, and in compliance with the City's traffic calming policy, the 85th percentile speed should be within 0 to 5 mph of the posted speed. 85th percentile speeds of 5 to 10 mph over the posted speed are of concern, but still within typical ranges, and per the City's traffic calming policy, typically addressed with education and enforcement, such as speed feedback signs.

**10 mph Pace**. The 10 mph pace is a measure of the range in speeds and is defined as the consecutive 10 mph range containing the highest number of vehicles. Typically, the upper limit of the 10 mph pace should be near the posted speed limit.

**Percent in Pace**. The percent in pace represents the percentage of all vehicles traveling within the 10 mph pace. It is desirable to have a high percentage of the total number of vehicles in the 10 mph pace.

**Percent of Vehicles 5 mph over the Speed Limit**. A measure representing the number of vehicles traveling over the posted speed limit by at least 5 mph. This represents the percentage of vehicles that could be the target of automated traffic safety cameras since citations are usually given to vehicles exceeding the speed limit by more than 5 mph.

#### **SR 522 Vehicle Speeds**

As shown in Table 2, 42 percent of total daily westbound traffic and 39 percent of total daily eastbound traffic along SR 522 north of SR 104 travel more than 5 mph above the posted speed limit. Between SR 104 and 165th Street, 38 percent of total daily westbound traffic and 17 percent of total daily eastbound traffic exceed the speed limit by more than 5 mph. South of 165th Street on SR 522, 20 percent of westbound traffic and 10 percent of eastbound traffic exceed the speed limit by more than 5 mph.

The speed distribution along SR 522 indicates that most vehicles in the eastbound direction travel near the posted speed limit, except along the segment north of SR 104 where exceeding the posted speed limit occurs more frequently. The westbound traffic on SR 522 tends to exceed the posted speed limit more frequently along the entire corridor within the city.

#### **SR 104 Vehicle Speeds**

On the northern half of SR 104, where the posted speed limit is 35 mph, the percentage of vehicles exceeding the speed limit by more than 5 mph is 14 percent of total daily southbound traffic and 13 percent of total daily northbound traffic. However, 28 percent of total daily northbound traffic and 48 percent of total daily southbound traffic on the southern half of SR 104 travel more than 5 mph over the speed limit.

The City recently coordinated with WSDOT to reduce the speed limit on SR 104 north of 35th Avenue NE from 40 mph to 35 mph. As shown in Table 3, the median speed for this segment aligns with the adjusted speed limit and the 85th percentile speed is only 5 mph higher than the adjusted speed limit in both directions of SR 104. This speed data indicates a high level of speed limit compliance along this segment of SR 104. Since the City and WSDOT recently reduced the speed limit on this segment and there is a high compliance rate, the data does not suggest that the segment would be a good candidate for automated speed enforcement cameras.



#### Findings/Recommendations

The key findings and recommendations of the speed and safety analysis along SR 522 and SR 104 are the following:

#### SR 522 Corridor

- Vehicle Speeds: Existing speed data shows a persistent trend of vehicles traveling over the speed limit, particularly in the westbound direction between NE 165th Street and SR 104 and north of SR 104 in both directions. For the segment north of SR 104, records show that approximately 42 percent of vehicles travel 5 mph or greater above the speed limit in the westbound direction and 39 percent in the eastbound direction. Between NE 165th Street and SR 104, 38 percent of vehicles travel 5 mph or greater above the speed limit in the westbound direction and 17 percent in the eastbound direction.
- Collision Records: Over the past five years, the SR 522 corridor has experienced an average of more than 12 collisions annually. Most collisions resulted in property damage only, with 28 percent of these collisions involving injuries. Exceeding the safe speed was a contributing factor in two of the collisions.

**Recommendation for SR 522:** Given the analysis findings, the City could consider the use of automated speed enforcement cameras based on state law RCW 46.63.220, which allows such cameras to be used in locations experiencing consistent speeding or safety concerns along state highways. The potential locations where speeding is most prevalent along SR 522 are east of SR 104 and north of NE 165th Street. Either location could be a candidate for automated speed enforcement cameras.

#### **SR 104 Corridor**

- Vehicle Speeds: Existing speed data shows differences in vehicle speeds between the
  northern and southern segments of SR 104. The more significant number of vehicles
  exceeding the speed limit is observed along the southern segment of SR 104, south of
  35th Avenue NE, where the speed limit is 30 mph. Records show that approximately 48
  percent of daily vehicles travel over 5 mph above the speed limit in the southbound
  direction and 28 percent in the northbound direction.
- Collision Records: Over the past five years, the SR 104 corridor has experienced an
  average of more than 6 collisions annually. Approximately 30 percent of the collisions
  resulted in injuries including one fatal collision involving a pedestrian during this period.
  Studies have shown that vehicle speeds are directly linked to the severity of collisions.

Recommendation for SR 104: Based on the analysis, the City could consider the use of automated speed enforcement cameras based on state law RCW 46.63.220, which allows such cameras to be used in locations experiencing consistent speeding or safety concerns along state highways. The roadway segment adjacent to Lake Forest Park Elementary School, where speeding is most prevalent, is a potential location for this intervention. One criteria for placement of automated enforcement cameras is whether the location serves vulnerable users. This location on SR 104 is next to an elementary school, and young children would be consistent with the definition of vulnerable users.



## Red-light Camera at SR 104 / 35th Avenue NE Intersection

State law RCW 46.63.220 and 46.63.230 allow municipalities to use automated traffic safety cameras to detect stoplight violations at intersections of two or more arterials controlled with a traffic signal. The City requested that the intersection of SR 104 and 35th Avenue NE be analyzed for an automated enforcement camera to detect stop light violations. These cameras are otherwise referred to as "red-light cameras." The City has been utilizing similar cameras along SR 522 for several years.

#### Intersection Description

SR 104 (Ballinger Way NE) is a two-lane north-south state route with a posted speed limit of 35 miles per hour (mph) from the northern city limits to 35th Avenue NE, and 30 mph between 35th Avenue NE and SR 522. The roadway has a single lane in each direction and is classified as a principal arterial based on the City's Comprehensive Plan.

35th Avenue NE is a two-lane north-south route with a posted speed limit of 25 mph and is classified as a minor arterial. The intersection of the two roadways is controlled by a traffic signal. At the intersection, there are left-turn lanes provided along SR 104, but not along 35th Avenue NE.

#### **Collision Records**

Crash records over the most recent complete five-year period were reviewed for the intersection. The crash records are summarized in Table 4. Historical crash data was provided by WSDOT for the period of July 1, 2020, to July 31, 2024.

Table 4. Annual Collision Summary – 2020 to July 2024

Intersection	2020	2021	2022	2023	2024 <sup>1</sup>	Total	Annual Average
SR 104/35th Ave NE	2	2	0	1	2	7	1.5

Source: WSDOT, 2024.

Note: Under 23 U.S. Code § 409 and 23 U.S. Code § 148, safety data, reports, surveys, schedules, lists compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

1. 2024 collision data shown is for the period between January and July.

As shown in Table 4, the intersection of SR 104 and 35th Avenue NE has experienced an annual average of more than one collision. During this period, a total of seven collisions were recorded near the intersection of SR 104 and 35th Avenue NE. Of these, four resulted in injuries.

## Vehicle Counts and Speeds

Vehicle speeds were recorded at two locations on SR 104 using traffic counting tubes. Data was collected for one week in October 2024 and captured hourly speed measurements for both travel directions at each site. The posted speed limit was 30 mph at the southern data collection site and 35 mph at the northern data collection site which are shown in Figure 1. Vehicle turning movement counts were collected at the intersection of SR 104 and 35th Avenue NE during a weekday PM peak hour and were found to be approximately 1,455 per hour.

Key speed indicators include the median speed, 85th percentile speed, 10 mph pace, percent in pace, and percent of vehicles 5 mph over the speed limit. The definition and purpose of the speed indicators were described is the evaluation of speed enforcement cameras in the previous section. Table 5 summarizes the key speed indicators along SR 104 in the vicinity of the intersection.



Table 5. Speed Data Summary (2024)

Indicator —	SR 104 (North	of 35th Ave)	SR 104 (South of 35th Ave)		
	NB	SB	NB	SB	
Posted Speed Limit (mph)	35	35	30	30	
Average Daily Traffic (vehicles)	6,900	7,200	7,200	7,700	
Median Speed (mph)	35	35	33	35	
85th Percentile Speed (mph)	40	40	37	39	
10 mph Pace (mph)	30.5-40.5	30.8-40.8	27.8-37.8	29.9-39.9	
% in Pace	72.3	75.5	79%	84%	
% of Vehicles 5 mph over Speed Limit <sup>1</sup>	13%	14%	28%	48%	

<sup>1.</sup> Represents the vehicles exceeding the posted speed limit by at least 5 mph.

As shown in Table 5, there are differences in vehicle speeds east and west of 35th Avenue NE given the intersection is where the posted speed limit transitions between 35 and 30 mph on SR 104. On the northern half of SR 104, where the posted speed limit is 35 mph, the percentage of vehicles exceeding the speed limit by more than 5 mph is 14 percent of total daily southbound traffic and 13 percent of total daily northbound traffic. However, 28 percent of total daily northbound traffic and 48 percent of total daily southbound traffic on the southern half of SR 104 travel more than 5 mph over the speed limit.

It is possible the changes in the posted speed limit in the vicinity of the intersection may influence travel behavior and safety at the intersection.

## Red-Light Running Citations and Public Complaints

Red-light running citation data for the intersection of SR 104 and 35th Avenue NE was acquired from the Lake Forest Park Police Department. According to the information received, no stoplight violation citations have been recorded at this intersection over the past five years.

However, anecdotal feedback from conversations with the police department and the city indicates two documented complaints in this area since 2017 regarding speeding. Traffic safety complaints in the City are typically forwarded to a traffic calming group comprised of the police, public works, and a traffic engineering consultant. The two documented complaints near the intersection, which both occurred in 2020, have resulted in the implementation of a speed feedback sign, and a reduction of the posted speed limit in the northern part of SR 104 to 35 mph in August of 2024. Additionally, there have been incidents involving crashes with a fence located just east of the intersection, which was most recently struck by a vehicle in 2019.

#### Key Findings

The key findings of the analysis at the SR 104 and 35th Avenue NE intersection are the following:

- Red-light Camera Legislation: The intersection is controlled by a traffic signal and is at a
  junction of two arterials, thus making it eligible for potential automated traffic safety
  cameras to monitor and detect stop light violations.
- **Vehicle Speeds:** Existing speed data shows a persistent trend of vehicles traveling over the speed limit along SR 104 despite existing speed management tools in the vicinity of the intersection. No data exists to indicate whether vehicle speeds are resulting in a higher than usual number of unsafe maneuvers at the intersection.



- Collision Records: Over the past five years, the intersection has experienced an annual average of more than one collision. None of the collisions were found to correspond to red-light running.
- Citations: Based on data from the police, no stoplight violation citations have been recorded at this intersection over the past five years.

**Recommendation:** The absence of citations noting stoplight violations and limited evidence of violations directly related to signalized traffic movements reduce the justification for an automated red-light camera at this intersection. According to RCW 46.63.220, the installation of automated traffic safety cameras requires evidence of specific safety issues, such as a history of red-light violations, collisions, or near-miss incidents. Other mitigation measures, such as enhanced enforcement or additional speed feedback signs as described in the City's Neighborhood Traffic Calming Program, may be more appropriate to address concerns at this location.

## Automated Speed Enforcement Cameras along NE 178th Street

The NE 178th Street corridor within the City of Lake Forest Park currently has two existing automated speed enforcement cameras as shown in Figure 2. The City is interested in determining if another camera is necessary in the immediate vicinity of Brookside Elementary School.

## **Corridor Description**

NE 178th Street is a two-lane, east-west roadway with a posted speed limit of 25 miles per hour (mph), including a single lane in both eastbound and westbound directions. The roadway is classified as a Minor Arterial by the City based on the adopted Comprehensive Plan. There is a designated school zone located between 35th Avenue NE and 37th Avenue NE, with a reduced speed limit of 20 mph. Additionally, two speed feedback signs are positioned at the intersections of NE 178th Street and 28th Avenue NE, and NE 178th Street and 40th Avenue NE.

#### Speed Enforcement Camera Citations

There are two automated speed enforcement cameras positioned along the NE 178th Street corridor to monitor traffic in both directions in the vicinity of Brookside Elementary. The cameras initially monitored school zone speeds during designated school hours. Prior to September 2024, they enforced a 20 mph school zone speed limit from 7:30 to 9:30 am and 2:30 to 4:30 pm on school days. While the cameras recorded speeds continuously, citations were issued only during enforcement hours. The cameras also operated during early release periods, contributing to some midday citations.



Figure 2. Lake Forest Park Posted Speed Limits



In September 2024, the cameras transitioned to 24 hour, 7 days per week (24/7) enforcement and were moved to new locations along the corridor. One camera is positioned near NE 180th Street to enforce the speed limit in the westbound direction approaching the school. The second camera is located east of 33rd Avenue NE to enforce the speed limit in the eastbound direction approaching the school. Currently, the cameras enforce a 20 mph speed limit during school start and end times and a 25 mph speed limit for the remainder of the day and on non-school days.

Data for both directions of travel were collected from the speed enforcement cameras for October and November 2024, reflecting the new enforcement schedule. The analysis includes citation data and speed trends during the day, capturing the impact of the expanded operational schedule. A summary of citations issued by each hour of the day is shown in Table 6.

Table 6. Average Speed Camera Citations Records by Time of the Day per Day

Time Period <sup>1</sup>	<b>Eastbound Direction</b>	<b>Westbound Direction</b>
0:00-0:59 AM	1	1
1:00-1:59 AM	1	1
2:00-2:59 AM	0	0
3:00-3:59 AM	0	0
4:00-4:59 AM	0	0
5:00-5:59 AM	1	1
6:00-6:59 AM	1	1
7:00-7:59 AM	1	1
8:00-8:59 AM	1	1
9:00-9:59 AM	2	2
10:00-10:59 AM	4	3
11:00-11:59 AM	4	4
12:00-12:59 PM	4	4
1:00-1:59 PM	5	4
2:00-2:59 PM	4	4
3:00-3:59 PM	2	3
4:00-4:59 PM	4	4
5:00-5:59 PM	5	7
6:00-6:59 PM	6	7
7:00-7:59 PM	5	5
8:00-8:59 PM	3	3
9:00-9:59 PM	3	3
10:00-10:59 PM	2	2
11:00-11:59 PM	2	1
TOTAL	62	60

NOTE: 2024 data from October 2024 to December 2024

The citation records indicate that 122 citations are recorded on an average day, which if were to stay consistent through an entire year, could be more than 44,000 citations. However it is expected the number of citations will decline over time, and be lower on average when school is not in session. The data also indicates that a higher number of citations are observed during the afternoon hours, when traffic volumes are greater. Additionally, the number of citations per direction are consistent, indicating that the downhill grade of NE 178th Street does not necessarily contribute to a higher number of vehicles exceeding the speed limit.



#### Vehicle Counts and Speeds

Vehicle speeds were collected along the study corridor at one location in front of Brookside Elementary School (shown in Figure 2) by using automated tube counters for one week in October 2024. Additionally, data from the two speed feedback signs was compiled for one week in late January/early February 2025. The posted speed limit on the corridor during the data collection period was 25 mph, and 20 mph during school start and end times. Table 7 summarizes the key speed indicators for the corridor.

Table 7. NE 178th Street Speed Data Summary (2024-2025)

Indicator	At Brooksid	e Elementary	At Speed Fee	edback Signs
Indicator	Eastbound	Westbound	Eastbound	Westbound
Posted Speed Limit (mph)	25 mph	25 mph	25 mph	25 mph
Average Daily Traffic	2,860 vehicles	2,740 vehicles	3,075 vehicles	2,210 vehicles
Median Speed	22 mph	22 mph	22 mph	21 mph
85th Percentile Speed	26 mph	27 mph	27 mph	26 mph
10 mph Pace	17-27 mph	17-27 mph	18-28 mph	17-27 mph
% in Pace	86%	79%	67%	70%
% of Vehicles 5 mph over Speed Limit <sup>2</sup>	2%	6%	3%	3%

<sup>1.</sup> Represents the vehicles exceeding the posted speed limit by at least 5 mph.

As shown in Table 7, the number of vehicles driving at 5 mph or more above the speed limit is about 2 to 3 percent in the eastbound direction and 3 to 6 percent in the westbound direction. In comparing the 2024 versus 2023 speed data when the cameras only monitored the school speed zone, there is improved compliance with speed limits throughout the day. Median and 85th percentile speeds have dropped, and the percentage of vehicles traveling more than 5 mph is lower.

#### **Key Findings**

The key findings and recommendation of the speed analysis along NE 178th Street are the following:

- Vehicle Speeds: Existing vehicle speed data shows much improved driver compliance with posted speed limits throughout the day with the new speed enforcement cameras in operation.
- **Citations:** The number of citations per day is much lower than previously predicted. The number of daily citations is averaging around 120 per day, and the prior study indicated that it could be as high as 350 to 470 citations per day.

**Recommendation:** The speed and citation data indicates that additional cameras along the corridor would not be necessary since very few vehicles are traveling 5 mph over the speed limit. There is a high level of driver compliance with the posted speed limits, and the existing cameras appear to be maintaining speeds in the vicinity of Brookside Elementary School. The downhill grade of NE 178th Street as it approaches the school from the west does not appear to result in higher vehicle speeds. Other potential camera locations along the corridor were not considered given the limited amount of available data.





WHAT TRANSPORTATION CAN BE

#### **MEMORANDUM**

Date:	March 4, 2025 <b>TG:</b>	1.23191.01
To:	Philip Hill, City Administrator, City of Lake Forest Park	
From:	Drew Heckathorn and Jon Pascal, PE, Transpo Group	
Subject:	Evaluation of New Marked Crosswalks along NE 178th Street & SR 1	04 Corridors

This memorandum summarizes the analysis that was conducted to evaluate two potential new marked crosswalk locations: (1) NE 178th Street at the intersection with 40th Avenue NE and, (2) State Route (SR) 104 at the entrance to the Forest Park Condominiums (19115 Ballinger Way). This evaluation considered the WSDOT Traffic Manual criteria for pedestrian crossings at uncontrolled locations and national best practice guidance. The analysis included the following elements:

- Study Purpose and Background
- Roadway Characteristics
- Crosswalk Siting Considerations
- WSDOT Traffic Manual and National Best Practice Guidance
- Findings and Recommendations

#### Study Purpose and Background

The City of Lake Forest Park seeks to create a transportation system that is safe, sustainable, accessible and equitable for all people in the community. As part of this desired vision, the City is interested in evaluating a couple specific locations that may benefit from the installation of new marked crosswalks. Each location is a fairly long distance from the nearest marked crosswalk. Long distances between marked crosswalks make reaching destinations less accessible for people walking and taking transit and potentially reduce safety by encouraging people to cross roadways at unmarked mid-block locations.

This study specifically evaluates two locations: (1) NE 178th Street at the intersection with 40th Avenue NE and, (2) SR 104 at the entrance to the Forest Park Condominiums. Each location was evaluated for new marked crosswalks and the type of design features that would be necessary based on WSDOT and national best practice guidance. Guidance from the following resources were considered as part of this study.

#### WSDOT Traffic Manual

The WSDOT Traffic Manual<sup>1</sup> provides guidance for pedestrian crossings at locations where no traffic control is present. This guidance applies to locations without a stop sign, signal, or roundabout present. The WSDOT guidance provides crossing enhancement recommendations based on traffic volume, posted speed and number of lanes, and guidance from multiple national and state resources.

<sup>&</sup>lt;sup>1</sup> WSDOT Traffic Manual, Chapter 4-6.2, Washington State Department of Transportation, May 2021

#### NCHRP Report 562

NCHRP Report 562 – *Improving Pedestrian Safety at Unsignalized Crossings*<sup>2</sup> summarizes an extensive research effort to inform unsignalized crosswalk treatment best practice guidance and expands upon the guidance in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)<sup>3</sup>.

#### MUTCD, 11th Edition

The MUTCD, 11th Edition provides public roadway design guidance compiled by the U.S. Department of Transportation's Federal Highway Administration. Design guidance in this resource includes roadway markings, signage, signals, and safety features with recommendations depending on a given roadway's design and operational characteristics. Chapter 4 of this manual includes recommendations for midblock crosswalks and pedestrian signal warrants.

#### NACTO Urban Street Design Guide

The National Association of City Transportation Officials (NACTO) *Urban Street Design Guide*<sup>4</sup> is a national best practice resource for public roadway design, emphasizing safe and multimodal design for urban streets. This guidance includes recommendations for unsignalized and midblock crosswalks.

#### NE 178th Street at 40th Avenue NE

#### Roadway Characteristics

NE 178th Street at the intersection with 40th Avenue NE is a two-lane roadway with approximately 11-foot lanes and a posted speed limit of 25 mph. NE 178th Street provides access between single family residences and local parks and institutions such as Brookside Elementary School. There is a single existing streetlight on the south side of NE 178th Street at the intersection with 40th Avenue NE. One single family residential driveway exists on the south side of NE 178th Street directly across from the 40th Avenue NE approach. On-street parking is permitted only on the south side of NE 178th Street within the vicinity of the potential crosswalk location.

A sidewalk is present along the south side of NE 178th Street, however no marked crosswalk currently exists at this location to cross NE 178th Street and provide safer walking access for people traveling to and from 40th Avenue NE. No sidewalks or shoulder area currently exist along 40th Avenue NE on either side of the street. The closest marked crossing of NE 178th Street is located approximately 600 feet to the west at the intersection with NE 180th Street and Brookside Boulevard NE. There is no existing sidewalk along the north side of NE 178th Street from 40th Avenue NE to connect with a new marked crosswalk. Based on MUTCD guidance, people walking are typically willing to walk up to 300 feet to cross a roadway at a marked crossing. Since the distance from the 40th Avenue NE intersection to the closest marked crossing is significantly greater than 300 feet, it is likely that many people walking will attempt to cross at the current unmarked crossing at 40th Avenue NE to access the sidewalk on the south side of NE 178th Street.

<sup>&</sup>lt;sup>4</sup> Urban Street Design Guide, National Association of City Transportation Officials, October 2013



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<sup>&</sup>lt;sup>2</sup> NCHRP Report 562 – Improving Pedestrian Safety at Unsignalized Crossings, National Cooperative Highway Research Program, 2006

<sup>&</sup>lt;sup>3</sup> Manual on Uniform Traffic Control Devices for Streets and Highways, 11th Edition, Federal Highway Administration, December 2023

Since 40th Avenue NE approaches NE 178th Street at an angle, the intersection includes a wide turning radius on the northeast corner and blind spot challenges for drivers making a southbound left turn onto NE 178th Street. The 40th Avenue NE approach is approximately 70 feet across to accommodate the angled turns. The shallow angle of the westbound right turning movement allows drivers to make this turning maneuver at higher speeds than they could for a typical 90-degree turn. The current intersection layout is shown in Figure 1.



Figure 1 - NE 178th Street Intersection with 40th Avenue NE

Traffic volumes and vehicle speeds were collected along NE 178th Street for one week in October 2024 and are summarized in Table 1. Available sight distance was also measured at the intersection in November 2024 and shown in Table 1.

Table 1.	NE 178th Street	Traffic Volun	nes, Speeds, ar	nd Sight Distan	ce	
Location	Daily Traffic Volume	Peak Hour Volume	Speed Limit	85th Percentile Speed	Percent Trucks	Available Sight Distance
NE 178th Stree	et 5,600	600	25	26	1.1%	425 feet

Traffic volumes and speeds are key considerations to help determine safe crosswalk treatments at unsignalized locations. Higher traffic volumes create more potential for vehicle-pedestrian conflicts and decrease available gaps in traffic for people to cross. Higher traffic speeds increase the stopping sight distance required for vehicles and further reduce available gaps in traffic. Higher traffic speeds are also associated with a greater risk of severe injuries and fatalities when collisions do occur. Figure 2 illustrates how even a small increase in vehicle travel speeds can significantly affect the risk of severe injuries and fatalities for people walking and biking.



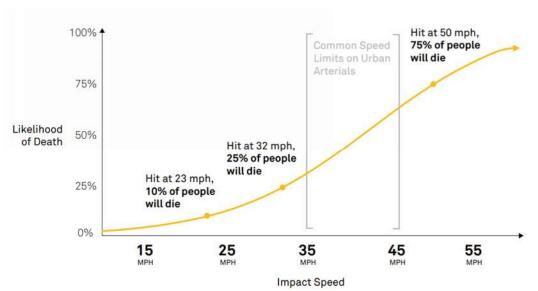


Figure 2 - The Likelihood of Fatality Increases Exponentially with Vehicle Speed

Even at locations where marked crosswalks do exist, vehicle speed can have a significant influence on whether drivers will yield to people crossing. For example, the NCHRP Report 562 study found that the compliance rate for drivers yielding to people crossing at crosswalks with high-visibility markings decreased from approximately 60% for 25 mph speed limit roadways to below 20% for 35 mph speed limit roadways. On roadways with few available gaps in traffic and a significant number of drivers refusing to yield at crosswalk locations, people walking may be pressured to accept riskier behavior to cross the roadway such as running or crossing with a narrow gap between vehicles.

The available sight distance at the intersection is at least 425 feet in each direction along NE 178th Street. Based on guidance found in the WSDOT Design Manual<sup>5</sup>, this sight distance is more than adequate for vehicles to safely come to a stop to yield to a person crossing the roadway.

#### Crosswalk Siting Considerations

As mentioned, the angled approach of 40th Avenue NE at its intersection with NE 178th Street creates blind spot challenges for drivers making southbound left turns and allows drivers to make westbound right turns at higher speeds. A crosswalk located to the west of the 40th Avenue NE approach would allow people crossing the street to avoid both of these potentially less safe turning maneuvers. A crosswalk located to the west of the approach would also provide more direct access to common walking destinations such as Brookside Elementary School.

The City could also consider roadway geometry enhancements to potentially further reduce the risk of collisions from these less safe turning maneuvers. Enhancements could include curb extensions and rechannelizing the 40th Avenue NE approach to narrow the approach width and allow both southbound left and westbound right turning vehicles to make safer 90-degree turns. These enhancements could potentially be achieved with lower capital cost intensive features such as striping and "candlestick" bollards. However, depending on the final design of the enhanced intersection layout, additional features such as ADA-compliant pedestrian ramps and tactile strips, along with stormwater drainage improvements may be necessary. For example, the inclusion of pedestrian ramps on the northwest corner of the intersection may require some tunneling of the

<sup>&</sup>lt;sup>5</sup> WSDOT Design Manual, Chapter 1260, Washington State Department of Transportation, September 2024



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existing drainage ditch. Also, the location of pedestrian ramps may conflict with the location of existing catch basins. Potential adjustments to the drainage system and construction of pedestrian ramps may require the crosswalk improvement to be programmed as a capital project. Figure 3 shows how these roadway geometry enhancements could alter the layout of the intersection.

Adding a crosswalk at this location could also prompt concerns that the crosswalk does not connect to any sidewalks along the north side of NE 178th Street or along 40th Avenue NE. Addressing sidewalk gaps along the north side of NE 178th Street or along 40th Avenue NE would also require significant capital investment.

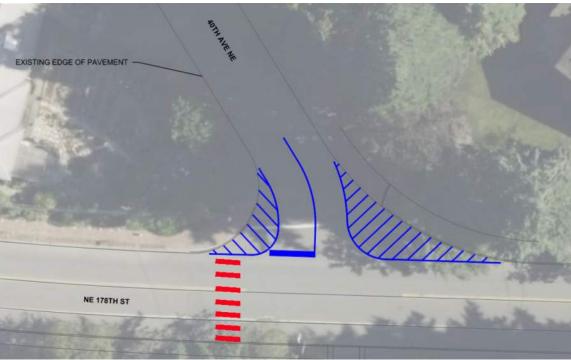


Figure 3 - Potential Roadway Geometry Enhancements

#### WSDOT Uncontrolled Pedestrian Crossing Guidance

The WSDOT Traffic Manual determines the need for additional crossing enhancements beyond marked crosswalks based on traffic volumes, posted speeds, and number of lanes present. Based on the criteria shown in Figure 4, marked crosswalks alone may be suitable for the NE 178th Street proposed crossing at 40th Avenue NE.

However, the WSDOT guidance recommends considering additional enhancements at this location, such as high-visibility crosswalk markings, parking restrictions on crosswalk approaches, adequate nighttime lighting, and crossing warning signs. Other treatment options to consider include raised crosswalks, in-street pedestrian crossing signs, and pedestrian refuge islands, however, these additional treatment options may only be necessary if field observations demonstrate many vehicles refusing to yield to people crossing the roadway. Based on the traffic volumes and speeds on NE 178th Street, it is reasonable to anticipate that most vehicles will yield to people crossing the roadway with the WSDOT recommended additional enhancements of high-visibility crosswalk markings, parking restrictions on crosswalk approaches, adequate nighttime lighting, and crossing warning signs.



As shown in Figure 4, rectangular rapid-flashing beacons (RRFBs) are not included as a treatment to consider for lower volume roadways with speed limits less than 30 mph like NE 178th Street. As mentioned, driver yielding behavior at crosswalks is significantly affected by traffic speeds, with lower rates of drivers yielding to people walking across roadways with higher traffic speeds. The RRFB treatment was intentionally designed to improve the yielding compliance rate for these higher speed roadways, especially where more costly improvements such as full pedestrian signals are not warranted. While the WSDOT guidance does not recommend RRFBs for roadways like NE 178th Street, the City still has discretion to install RRFBs at this location. However, given there are many lower volume, lower speed roadways in Lake Forest Park with unmarked crossings, the City should develop guidance for when RRFBs should and should not be considered on these types of roadways to provide for consistent application of these devices.

	_								P	USI	eu	<b>o</b> p	eed	LLI	11111	uii	u F	4AL	"								
		Vehicle AADT <9,000						Vehicle AADT 9,000-15,000						00	Vehicle AADT > 15,000												
Roadway Configuration	≤3	≤30 mph   35 mph		≥4	≥40 mph :		≤3	≤30 mph		35 mph		ph	≥40 mph		ph	≤30 mph		nph	35 mph		ph	≥40 mg		nph			
2 lanes (1 lane in each direction)	4		6	7	5	6	0	5	6	4	5	6	7	5	6 9	0	5	6	4 7	5	6 9	7	5	6 9	0	5	6
3 lanes with raised median (1 lane in each direction)	4		3	7	5	9	0	5	0	0 4 7	5	3	0	5	0		5	-	0 4 7	5	9	-	5	17.500	0	5	6
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	4 7	5	3 6 9	7	5	6 9	0	5	6 0	0 4 7	5	3 6 9	0	5	6 0	0	5	6 0	0 4 7	5	6 9	0	5	6 0	5	6	0
4+ lanes with raised median (2 or more lanes in each direction)	7	5 8	9	7	5 8	9	0	5 8	0	7	5 8	9	0	5	0	0	5 8	0		5 8	0	0	5 8	0	0	5 8	0
4+ lanes w/o raised median (2 or more lanes in each direction)	7	5 8	6 9	7	5	0 0 9	0	5 8	000		5 8	0 0 9	0		0	Θ		000		5 8	000	0	5 8	000	0	5 8	8 0
Given the set of conditions in a	cell,									1	Hig	h-v	isib	ility	cro	ssw	alk	ma	rkin	gs,	par	king	re	stric	tion	s	
# Signifies that the counterm treatment at a marked und							ion						alk a					uat	e ni	ight	ttime	e lig	htin	g le	vels	S,	
<ul> <li>Signifies that the counterm considered, but not manda upon engineering judgmer crossing location.</li> <li>Signifies that crosswalk visib</li> </ul>	easu ted o t at a	re s r re i ma	shou quir arke	ild a ed, d ur	bas	ays sed ntro	be lled			2   3   sign 4   5 (	Rais Adv an n-S Cur	and d yiel tree b ex	cros eld ( et Po	ssw ield (sto ede sion	ralk He p) li stri	re To ne an C	o (S Cros				For)	Pe	des	tria	ns		
always occur in conjunction countermeasures.*							-			7 I 8 I	Rec	tang		r Ra	apic	I-Fla	shi										
The absence of a number sign is generally not an appropriate may be considered following e	treat	me	nt, b	ut e	XCE	eptic		ıre		9 I Sign			rian	Hy	brid	Be	aco	n (F	HB	) a	nd F	Pede	estr	ian			

Figure 4 - Application of Pedestrian Crash Countermeasures by Roadway Feature (WSDOT Traffic Manual)

#### Findings/Recommendations

Provide a high-visibility marked crosswalk on NE 178th Street to the west of the
40th Avenue NE approach, restrict parking and install adequate nighttime lighting
and crossing warning signs along both approaches to the crosswalk. Crosswalk
warning signs should be adequately spaced from existing signs, such as the speed
camera enforcement signs, to give drivers enough time to register the information on each
sign. Installing a crosswalk at this location may require additional capital investments,
such as alterations to the drainage system, construction of ADA-accessible ramps, and
addressing sidewalk gaps.



 Consider additional roadway geometry enhancements, as shown in Figure 4, that would allow southbound left and westbound right turning vehicles to make safer 90-degree turns.

#### SR 104 at the Forest Park Condominiums Driveway

#### Roadway Characteristics

The SR 104 corridor in Lake Forest Park at the entrance to the Forest Park Condominiums (19115 Ballinger Way) has a two-lane cross-section with approximately 11-foot lanes and a posted speed limit of 35 mph. The speed limit was recently modified from 40 mph to 35 mph in August 2024. A sidewalk is located on the east side of SR 104 and a northbound bus pullout is located just to the north of the Forest Park Condominiums driveway. A southbound bus stop is also located just to the south of the Forest Park Condominiums driveway. There is a single existing streetlight on the west side of SR 104, adjacent to the Forest Park Condominiums driveway. One residential driveway exists on the east side of SR 104 directly across from the Forest Park Condominiums driveway. On-street parking is not permitted on SR 104 within the vicinity of the potential crosswalk location. A general location for a potential crosswalk is shown in Figure 5.



Figure 5 – SR 104 Intersection with Forest Park Condominiums Driveway

No marked crosswalks currently exist at this location to cross SR 104. The closest marked crossing of SR 104 is located approximately a quarter mile to the northwest at the intersection with NE 195th Street and 25th Avenue NE. This existing marked crossing is well beyond the willingness to walk distance guidance provided in the MUTCD. The lack of a marked crosswalk at this location also reduces accessibility for people taking transit at the bus stops on either side of SR 104 and prevents residents of the Forest Park Condominiums from safely accessing the sidewalk and northbound transit stop on the east side of SR 104.



Traffic volumes and vehicle speeds were collected along SR 104 for one week in October 2024 and are summarized in Table 2. Available sight distance was also measured at the intersection in November 2024 and shown in Table 2.

Table 2.	SR 104 Traffic	Volumes, Spe	eds, and Sight	Distance		
Location	Daily Traffic Volume	Peak Hour Volume	Speed Limit	85th Percentile Speed	Percent Trucks	Available Sight Distance
SR 104	15,300	1,200	35	40	1.2%	>450 feet

The available sight distance at the intersection is at least 450 feet in each direction along SR 104. Based on WSDOT design requirements, this sight distance is more than adequate for vehicles to safely come to a stop to yield to a person crossing the roadway.

#### Crosswalk Siting Considerations

A crosswalk located to the south of the Forest Park Condominium driveway would allow people to cross the roadway behind each of the nearby bus stops on SR 104. In the *Urban Street Design Guide*, NACTO recommends placing midblock crosswalks behind bus stops. This placement decreases the likelihood of bus-pedestrian conflicts due to people walking in front of buses as a bus departs the bus stop. Vehicle-pedestrian conflicts may arise when a bus driver is unable to see a person crossing the roadway due to a potential blind spot in front of the bus.

Additionally, when the project advances towards implementation, the City should work more closely with WSDOT to identify the optimal crosswalk location. The design phase would gather more site specific data and survey, which will help in confirming the best location for the crosswalk.

#### WSDOT Uncontrolled Pedestrian Crossing Guidance

Based on the criteria in Figure 4, the potential crossing location along SR 104 at the entrance to the Forest Park Condominiums would require additional crossing treatments beyond a marked crossing. The required enhancements would include high-visibility crosswalk markings, adequate nighttime lighting, and crossing warning signs.

The WSDOT guidance also recommends considering additional enhancements at this location, such as pedestrian hybrid beacons (PHBs) or a pedestrian signal. However, the MUTCD recommends placing pedestrian signals more than 100 feet away from driveways. Pedestrian signals can give people walking potentially false perceptions that all nearby vehicles will yield to their right-of-way. However, drivers of vehicles at nearby driveways which are controlled by stop signs may not be aware of the pedestrian signals and turn in front of people crossing the roadway. Additionally, the MUTCD pedestrian signal warrants for a 35 mph roadway would only be met if 428 people crossed the roadway during a peak four-hour period or 133 people crossed the roadway during a peak one-hour period.

Other treatments to consider based on WSDOT guidance include curb extensions, pedestrian refuge islands, and RRFBs. RRFBs would provide higher visibility than just a marked crosswalk and lower capital investment compared to a PHB or pedestrian signal. RRFBs could be paired with curb extensions to further enhance the safety and visibility of the crosswalk.



#### Findings/Recommendations

- Provide a high-visibility marked crosswalk with RRFBs on SR 104 to the south of the Forest Park Condominiums driveway and install adequate nighttime lighting and crossing warning signs along both approaches to the crosswalk.
- Consider installing curb extensions to further enhance the safety of the crossing.
- Confirm the optimal crosswalk location during the design phase when more specific data is available.





#### MEMORANDUM

Date:	April 18, 2025	TG:	1.23191.01
To:	Philip Hill, City Administrator, City of Lake Forest Park		
From:	Drew Heckathorn and Jon Pascal, PE, Transpo Group		
Subject:	Evaluation of Posted Speed Limits on the SR 522 & SR 104 Corri	idors	_

This memorandum summarizes the evaluation of posted speed limits conducted for State Route (SR) 522 and SR 104 within the City of Lake Forest Park. As state highways, WSDOT has jurisdiction over these roadways, including the setting of speed limits. The City has requested a study to consider lowering the speed limit on each state highway to improve safety, help reduce the risk of collisions, and increase comfort for people walking, biking, and taking transit. This memorandum references roadway context, recent collision history, traffic volumes and speeds, and best practice roadway design guidance to make this assessment and provide recommendations.

#### Study Purpose and Background

#### Changing Best Practices for Speed Limit Setting

National best practice guidance for setting speed limits on public roadways has recently evolved to include a greater emphasis on local land use context, safety for all roadway users, and improved comfort for people walking, biking, and taking transit. Historically, speed limit setting guidance focused on observed vehicle speeds along a given roadway and often set the speed limit to equal the 85th percentile of observed vehicle speeds. The Manual of Uniform Traffic Control Devices (MUTCD) recently updated1 its guidance to expand the focus away from 85th percentile speeds to incorporate additional information into the recommended approach to speed limit setting. Additionally, the National Association of City Transportation Officials (NACTO) released City Limits, Setting Safe Speed Limits on Urban Streets2 which establishes a multivariate, roadway context-based approach to setting speed limits.

#### Lake Forest Park Safe Speed Study<sup>3</sup>

In response to the changing best practice guidance and to align with the City's vision to create a safe, sustainable, accessible and equitable transportation system for all people in the community, the City, working with Transpo Group, conducted a safe speed study to evaluate the posted speed limits for all public roadways owned and maintained by the City (which excluded SR 522 and SR 104). The objective of the study was to consider a comprehensive set of speed limit changes, employing an updated methodology reflecting the latest best practice guidance. As a result of the study and adoption of NACTO City Limits as the City's speed limit setting methodology, the City Council approved reducing the speed limit to 25 mph for all City-owned arterial and collector roadways and 20 mph for all City-owned local access streets.

Manual on Uniform Traffic Control Devices for Streets and Highways, 11th Edition. U.S. Department of Transportation, December 2023

<sup>&</sup>lt;sup>2</sup> City Limits, Setting Safe Speed Limits on Urban Streets, National Association of City Transportation Officials, Summer 2020

<sup>&</sup>lt;sup>3</sup> Safe Speed Study, City of Lake Forest Park, March 2024

#### Recent WSDOT Speed Limit Reduction in Kenmore and Bothell

In 2022 and 2023, WSDOT conducted a speed limit setting study of SR 522 for the entire highway segment in Lake Forest Park and Kenmore and a portion of the highway in Bothell. As a result of the study, WSDOT maintained the existing speed limit on SR 522 through Lake Forest Park at 40 mph and reduced the speed limit through Kenmore and a portion of Bothell to 35 mph. The study cited, as described by WSDOT in an e-mail to the City Council<sup>4</sup>, the following factors to justify the lower speed limit set for Kenmore and Bothell than was set for Lake Forest Park:

- Higher number of commercial and retail development driveways in Kenmore
- Lower 85th percentile speeds and speed variation in Kenmore
- · Visual constraints due to curbs, sidewalks, and raised medians in Kenmore and Bothell

#### Sound Transit Stride Project

As part of the voter-approved Sound Transit 3 (ST3) transit expansion package, SR 522 in Lake Forest Park will be reconstructed to include enhanced business access and transit (BAT) lanes, raised medians and landscaping (including new street tree plantings), and consistent defined curblines and sidewalks on both sides of the highway. These improvements will help support increased bus service and anticipated ridership growth at stops along SR 522 in Lake Forest Park. This new roadway configuration will be similar in design to the roadway segments of SR 522 in Kenmore and Bothell, which both have speed limits of 35 mph.

#### Lake Forest Park Resolution 23-1910

To further pursue the City's vision for a safe, sustainable, accessible and equitable transportation system, the City has formally requested a speed limit reduction from 40 mph to 35 mph for SR 522, from 40 mph to 25 mph for SR 104 north of 35<sup>th</sup> Avenue NE, and from 30 mph to 25 mph for SR 104 south of 35<sup>th</sup> Avenue NE. Since this resolution was passed, the City and WSDOT staff have worked together to reduce the speed limit for SR 104 north of 35<sup>th</sup> Avenue NE from 40 mph to 35 mph in August 2024. It is our understanding that the City would like to maintain the speed limit for SR 104 north of 35<sup>th</sup> Avenue NE at 35 mph given the recent changes, while still pursuing the stated speed limit reduction for SR 522 and SR 104 south of 35<sup>th</sup> Avenue NE. While WSDOT has authority over determining speed limits on these state highways, this study provides additional data, analysis, and findings to help inform the speed limit setting determination.

#### **Corridor Descriptions**

#### SR 522

SR 522 in Lake Forest Park is a generally north-south arterial running parallel to Lake Washington and provides access between the City of Seattle to the south and the City of Kenmore to the north. SR 522 is designated as a Major Highway in the City's Transportation Element. Within a majority of Lake Forest Park, the speed limit on SR 522 is set at 40 mph, with a small segment signed at 35 mph near the border with the City of Seattle. In Kenmore, the speed limit on SR 522 is set at 35 mph, while in Seattle the speed limit is set at 30 mph. Figure 1 illustrates the location of SR 522 within the City and the existing speed limits along the corridor both within the City and in the two neighboring jurisdictions.

<sup>&</sup>lt;sup>4</sup> Brian Nielsen, e-mail message to Semra Riddle, June 1, 2023



2



Figure 1 – Lake Forest Park Speed Limits and Vicinity Map

Along the corridor, SR 522 provides two general purpose travel lanes in each direction with travel lanes approximately 10 feet wide. The corridor provides one Business Access and Transit (BAT) lane in each direction (approximately 11-12 feet wide) along the entire Lake Forest Park segment in the southbound direction and north of Brookside Boulevard NE in the northbound direction. Approximately half (1.1 miles) of the SR 522 segment in Lake Forrest Park currently includes raised and curbed medians, with a mix of median landscaping (mostly low-height hedges, bushes, and grass) and left-turn vehicle pockets. A 0.7-mile segment between NE 157th Place and Brookside Boulevard includes a striped two-way left-turn median. The remaining 0.4-mile segment between 47th Avenue NE and the northern city boundary with Kenmore does not include a median lane or raised median barrier. WSDOT removed the centerline c-curb within the last two years on the segment between 47th Avenue NE and the City of Kenmore.

In lieu of an existing BAT lane, a shoulder area of varying width is provided south of Brookside Boulevard NE in the northbound direction. Most of the shoulder area along this segment can be



used as on-street parking. Sidewalks are provided at some locations along the roadway south of 38th Avenue NE and along the street frontage for the Town Center at Lake Forest Park shopping center. The corridor includes three traffic safety cameras to detect vehicles running red lights.

The Burke-Gilman Trail parallels SR 522 between the highway and Lake Washington and provides a high-quality multiuse path connection for people walking and biking. As mentioned, the upcoming Sound Transit Stride project will install enhanced BAT lanes, raised medians, landscaping, curblines, and sidewalks along the entire corridor within the City.

SR 522 includes a large mix of commercial, multifamily, and single-family residential driveways with direct access onto the highway. Many of the driveways, especially in the residential areas south of Brookside Boulevard NE, are obscured by trees and fencing which can give drivers the false perception that this segment of SR 522 is a limited access highway. In addition to the visual constraints caused by the trees and fencing along the corridor, many side streets approach SR 522 at sharp angles creating challenging vehicle turning maneuvers and limited sight lines.

#### SR 104

SR 104 in Lake Forest Park is a generally north-south arterial and provides access between Lake Forest Park and the City of Shoreline to the north. SR 104 is designated as a Major Highway in the City's Transportation Element. Within Lake Forest Park, the speed limit on SR 104 is set at 35 mph northwest of 35th Avenue NE and 30 mph to the south. In Shoreline, the speed limit on SR 104 is set at 35 mph between the city boundary with Lake Forest Park and Milepost 30 (approximately halfway between 15th Ave NE and 19th Ave NE). Further to the west in Shoreline, the speed limit on SR 104 is set at 40 mph. Figure 1 illustrates the location of SR 104 within the City and the existing speed limits along the corridor both within the City and in neighboring Shoreline.

Along the corridor in Lake Forest Park, SR 104 provides one general purpose travel lane in each direction with travel lanes approximately 11 feet wide and left turn pockets at most intersections. For most of the corridor within the City, a shoulder area of varying width is provided along the west side of the highway and a sidewalk is provided along the east side.

In coordination with the City, WSDOT is reconfiguring the SR 104/40th Place NE/NE 184th Street intersection to construct a roundabout to improve safety and operations at the intersection. As a result of this improvement, vehicular speeds approaching this intersection are likely to be reduced.

The land use context along SR 104 is predominantly residential, with many single-family driveways with direct access onto the highway. There are also some multifamily and commercial driveways throughout the Lake Forest Park segment of SR 104.

#### Study Approach

Historically, speed limits were evaluated and set primarily using the 85th percentile speed. As mentioned, best practice guidance for setting speed limits has evolved to include a more holistic review of speed and safety data as well as roadway context information. For example, the most recent version of the MUTCD states:

"Among the factors that should be considered when reevaluating speed limits are the following:

A. Roadway environment (such as roadside development, number and frequency of driveways and access points, and land use), functional classification, public transit volume and location or frequency of stops, parking practices, and pedestrian and bicycle facilities and activity;



- B. Roadway characteristics (such as lane widths, shoulder condition, grade, alignment, median type, and sight distance);
- C. Geographic context (such as an urban district, rural town center, non-urbanized rural area, or suburban area), and multi-modal trip generation;
- D. Reported crash experience for at least a 12-month period;
- E. Speed distribution of free-flowing vehicles including the pace, median (50th percentile), and 85th percentile speeds; and
- F. A review of past speed studies to identify any trends in operating speeds."

To follow best practice guidance, this study considers posted speed limits, speed data, traffic counts, collision records, and surrounding land use context to assist in reviewing the posted speed limits. Specifically, the study approach is built upon the NACTO *City Limits* methodology that has been adopted by the City Council and the corresponding methodology developed for the Lake Forest Park *Safe Speed Study*.

#### **SR 522 Evaluation of Posted Speed Limits**

#### Vehicle Speeds and Volumes

Vehicle speeds and volumes were reviewed along SR 522 and observed over a one-week period in October 2024 at two locations and a one-week period in April 2025 at one additional location. The October 2024 data was collected at the following two locations along the corridor: approximately 700 feet south of Brookside Boulevard NE and approximately 300 feet north of NE 153rd Street. The April 2025 data was collected approximately 1,600 feet north of SR 104 (see Figure 1 for the data collection locations). The traffic data collection sheets are provided in Attachment A.

Table 1 shows the median and 85th percentile vehicle speeds and average daily traffic (ADT) volumes for SR 522 at the three data collection locations within the City. As mentioned, the 85th percentile vehicle speed has historically been utilized as a benchmark for setting posted speed limits. However, best practice speed limit setting guidance from MUTCD, NACTO, and City policies supports a shift away from focusing on the 85th percentile vehicle speed to place a greater emphasis on safety, equity, and multimodal travel. Therefore, the 85th percentile vehicle speeds were not utilized as a benchmark to determine speed limit recommendations for this study.

Table 1. SR 5	22 Traffic Spe	ed and Volume	1				
Indicator	SR 522 (Nor	th of SR 104)	SR 522 (No	rth of 165th)	SR 522 (South of 165th)		
Indicator -	NB	SB	NB	SB	NB	SB	
Posted Speed Limit (mph)	40	40	40	40	40	40	
Average Daily Traffic (vehicles)	20,500	20,600	15,900	11,400	16,600	16,500	
Median Speed (mph)	44	44	43	39	40	38	
85th Percentile Speed (mph)	49	49	48	45	46	44	

#### **Collision History**

Five-year collision records for July 2019 to July 2024 were provided by WSDOT for SR 522 within the City. The collision records were reviewed to identify if any existing traffic safety issues exist along the corridor. A summary of the total number of reported collisions along SR 522 within the City is provided in Table 2.



Table 2. SR 522 Recent Collision History <sup>1</sup> (July 2019 to July 2024)										
Crash Type	Fatality	Serious Injury	Minor Injury	No Injury	Total					
Angled Crash	0	0	4	21	25					
Bicyclist	0	0	1	0	1					
Pedestrian	0	0	0	0	0					
Rear End	1	0	31	53	85					
Uncategorized	0	1	14	63	78					
Total	1	1	50	137	189					

As shown in Table 2, the most common crash type was rear end collisions, including one fatality within the last five years. Exceeding Reasonable Safe Speed was listed as one of the contributing factors to the fatal collision. Approximately 28% of the total collisions caused one or more injuries.

Figure 2 illustrates how even a small reduction in travel speeds can help decrease the risk of severe injuries and fatalities when collisions occur. Slower travel speeds also decrease the reaction time and braking distance drivers need to avoid collisions entirely.

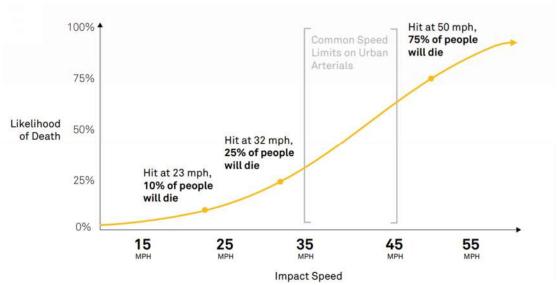


Figure 2 - The Likelihood of Fatality Increases Exponentially with Vehicle Speed

#### Roadway Characteristics and Land Use Context

#### **Crossing Point Density**

Crossing point density is a key metric to determine the potential for conflicts and collisions on a roadway, as described in the NACTO *City Limits* guidance manual. The NACTO *City Limits*, which the City has adopted as its speed limit setting methodology, considers all intersections and driveways along a roadway to calculate crossing point density. Table 3 shows the number of roadway intersections and commercial, multifamily, and single-family residential driveways along SR 522 in Lake Forest Park and compares this with SR 522 in Kenmore.



Table 3. SR	522 Intersection	on and Drivewa	y Count			
Jurisdiction	Route Miles	Intersections <sup>1</sup>	Commercial Driveways	Multifamily Driveways	Single-Family Driveways	Crossing Point Density <sup>2</sup>
Lake Forest Park	2.2	16	22	8	20	30 per mile
Kenmore	2.4	7	65	2	0	31 per mile

<sup>1.</sup> Intersections measured as number of through intersections and "T" intersections.

As shown in Table 3, although Kenmore has more commercial driveways along SR 522 than in Lake Forest Park, the overall number of intersections and driveways are very similar in the two jurisdictions. Likewise, the crossing point density is also very similar along SR 522 in these two jurisdictions. This level of crossing point density represents an urban roadway context according to NACTO guidance with frequent potential conflict points where slower speeds should be considered.

The recent speed limit study conducted by WSDOT for the corridor mentioned the higher number of commercial driveways in Kenmore as part of the justification for lowering the speed limit to 35 mph in Kenmore but not in Lake Forest Park. While it is true that commercial driveways tend to have higher traffic volumes than single-family residential driveways, single-family residential driveways present other potential conflicts such as challenging back-in/out maneuvers and loading activity close to the roadway. As mentioned, many of the single-family residential driveways along SR 522 in Lake Forest Park are also visually obscured by trees and fencing.

#### Comparison of SR 522 in Lake Forest Park, Kenmore, Bothell, and Seattle

As mentioned, WSDOT cited roadway design differences of SR 522 in Lake Forest Park versus in Kenmore and Bothell that led to the decision to lower the speed limit in Kenmore and Bothell to 35 mph and maintain the speed limit in Lake Forest Park at 40 mph. This section reviews the roadway design characteristics of SR 522 in each of these three jurisdictions and Seattle to better understand each segment's similarities and differences.

While Lake Forest Park and Kenmore have almost identical crossing point densities, as described in the previous section, Lake Forest Park's crossing point density is relatively uniform across the City whereas Kenmore's crossing point density is more irregular. Most of the development and driveways on SR 522 in Kenmore are on the north side of the roadway, intersecting westbound traffic primarily. Between 68th Avenue NE and 83rd Avenue NE (a distance of 0.9 miles), eastbound SR 522 conflicts with only 3 signalized intersections and no driveways. Similarly, in Bothell between 83rd Avenue NE and 96th Avenue NE (a distance of one mile), eastbound SR 522 conflicts with no signalized intersections and only two driveways. Thus, both Kenmore and Bothell have longer stretches of SR 522 without crossing point conflicts compared to Lake Forest Park.

The Sound Transit Stride project will install many of the same roadway improvements in the Lake Forest Park segment of SR 522 as currently exist in the Kenmore and Bothell segments. These improvements include raised medians, sidewalks, landscaping (including new street tree plantings), and defined curblines. As WSDOT cited in its recent speed limit study, these types of improvements serve to visually constrain the roadway and provide justification for setting a lower speed limit.

Table 4 summarizes some of the key similarities and differences in roadway design characteristics of SR 522 in Lake Forest Park, Kenmore, Bothell, and Seattle. The similarities shown provide justification for lowering the speed limit to 35 mph throughout Lake Forest Park to more closely align with the speed limit set in nearby jurisdictions. Where Lake Forest Park differs from the other three jurisdictions, the differences are due to features which further support a speed limit



<sup>2.</sup> Crossing point density measured as number of intersections and driveways per mile.

reduction, such as presence of single-family residential driveways and consistent crossing point density.

Table 4. Comparison of SR 522 Roadway Characteristics by Jurisdiction										
Criteria	Lake Forest Park	Kenmore	Bothell	Seattle <sup>1</sup>						
Existing Posted Speed Limit	40 mph <sup>2</sup>	35 mph	35 mph	30 mph						
Raised Medians	√3	✓	✓							
Sidewalks (Minimum One Side)	√3	✓	✓	✓						
Commercial Driveways	✓	✓	✓	✓						
Single-Family Residential Driveways	✓									
Acute Angled Intersections	✓		✓							
0.5+ Mile Segments Without Crossing Points		✓	✓							

The roadway characteristics for SR 522 in Seattle shown in the table refer to the segment of SR 522 immediately south of the Lake Forest Park boundary.

#### Lake Forest Park Safe Speed Study Criteria

As mentioned, Transpo conducted a speed limit study for the City to determine the appropriate speed limit for the City's Minor Arterial and Collector roadways. While the study did not consider SR 522 and SR 104, the same methodology developed for the prior study can be applied to the two state highways as an additional way to evaluate the posted speed limits.

The prior study focused on two primary indices to set speed limits – roadway context and multimodal safety – as recommended in NACTO's *City Limits* guidance. Figure 3 shows the flowchart used to determine the roadway context index.

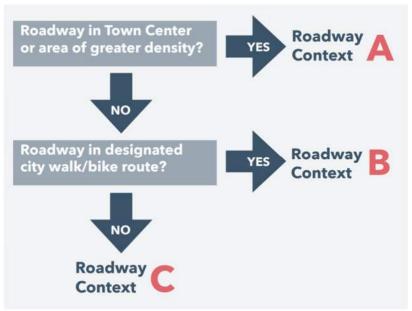


Figure 3 – Flowchart to Determine Roadway Context Index



The southernmost segment of SR 522 in Lake Forest Park (south of NE 153<sup>rd</sup> Street to the southern City boundary) has an existing
posted speed limit of 35 mph.

<sup>0.7</sup> miles of SR 522 currently with an unprotected median and no sidewalk in Lake Forest Park will be modified by the Sound Transit Stride project to install raised medians and sidewalks.

Based on the City's *Legacy 100-Year Vision* inventory, SR 522 is not considered a walking route in part due to the Burke-Gilman Trail offering a high-quality parallel walking and biking facility. Using this methodology, SR 522 would be Roadway Context C.

Figure 4 shows the scoring criteria for determining the multimodal safety index.

Criteria	Measure	Points	Total Poi	nts
Multimodel Activity	Proximity to School	3	12	
	Proximity to Park	2	NO	>6 pts
	Proximity to Town Center or Neighborhood Business Land Use	2	300	
Collision History	Roadway has at least one serious injury/fatal collision in last five years		Q.Y.	3-6 pts
	Roadway has at least one pedestrian or bicycle collision in last five years	1	2	
Vehicle Speeds	Roadway has 85 percentile speed 3 mph or less of speed limit	3	20	<3 pts
Daily Traffic	Average Daily Traffic Volumes < 2,000 vehicles	2	3	- 10.00

Up to 16 possible points

Figure 4 - Roadway Multimodal Activity and Safety Index Scoring

Table 5 shows how SR 522 would score based on this multimodal safety index criteria.

Table 5. SR 522 Multimodal Safety Index Score				
Criteria	Measure	Points		
Multimodal Activity	Proximity to School	0		
	Proximity to Park / Regional Trail	2		
	Proximity to Town Center or Neighborhood Business Land Use	2		
Collision History	Roadway has at least one serious injury/fatal collision in last five years	3		
	Roadway has at least one pedestrian or bicycle collision in last five years	1		
Vehicle Speeds	Roadway has 85th percentile speed 3 mph or less of speed limit	0		
Daily Traffic	Average Daily Traffic Volumes < 2,000 vehicles	0		
Total Points		8		

Based on the scoring criteria, SR 522 would score 8 points (index level 1) on the multimodal safety index. Figure 5 shows the resulting speed limit recommendation for each combination of roadway context and multimodal safety indices.





Figure 5 – City Limit Speed Setting Matrix for Lake Forest Park

SR 522, with a combination of Roadway Context C and Multimodal Safety Index 1, would be recommended for a 25 mph posted speed limit. However, based on best practice research and national guidance in the MUTCD, the City's Safe Speed Study limits the allowable decrease to no more than 5 mph at one time. For SR 522, this would limit the decrease to 35 mph.

It should be noted that the customized speed limit setting methodology prepared for the City of Lake Forest Park did not consider the context and characteristics of SR 522, which is the City's only multi-lane arterial. If a multilane facility had been anticipated it is likely the methodology would have had additional criteria to reflect the unique functional characteristics of a multilane state highway.



#### **SR 104 Evaluation of Posted Speed Limits**

#### Vehicle Speeds and Volumes

Vehicle speeds and volumes were reviewed along SR 104 and observed over a one-week period in October 2024. Data was collected approximately 150 feet north of NE 190th Street – representing the segment of SR 104 north of 35th Avenue NE – and 600 feet south of 37th Avenue NE – representing the segment of SR 104 south of 35th Avenue NE (see Figure 1 for the data collection locations). The traffic data collection sheets are provided in Attachment A.

Table 6 shows the median and 85th percentile vehicle speeds and average daily traffic (ADT) volumes for SR 104.

Table 6. SR 104 Vehicle Speeds and Volumes					
	SR 104 (Nor	th of 35 <sup>th</sup> Ave)	SR 104 (South of 35 <sup>th</sup> Ave)		
Indicator	Northbound	Southbound	Northbound	Southbound	
Posted Speed Limit (mph)	35	35	30	30	
ADT (vehicles)	6,900	7,200	7,200	7,700	
Median Speed (mph)	35	35	33	35	
85th % Speed (mph)	40	40	37	39	

As mentioned, the City recently coordinated with WSDOT to reduce the speed limit on SR 104 north of 35th Avenue NE from 40 mph to 35 mph. As shown in Table 6, the median speed for this segment aligns with the adjusted speed limit and the 85<sup>th</sup> percentile speed is only 5 mph higher than the adjusted speed limit in both directions of SR 104. This speed data indicates a high level of speed limit compliance along this segment of SR 104. Since the City and WSDOT recently reduced the speed limit on this segment and there is a high compliance rate, this study does not consider further reducing the speed limit for SR 104 north of 35th Avenue NE at this time. It is recommended that the City continue to monitor vehicles speeds north of 35th Avenue NE and revisit potential speed limit changes at a future date.

#### **Collision History**

Five-year collision records for July 2019 to July 2024 were provided by WSDOT for SR 104 within the City. The collision records were reviewed to identify if any existing traffic safety issues exist along the corridor. A summary of the total number of reported collisions along SR 104 within the City is provided in Table 7.

Table 7. SR 104 Recent Collision History <sup>1</sup> (July 2019 to July 2024)				
Fatality	Serious Injury	Minor Injury	No Injury	Total
0	2	3	7	12
1	0	1	0	2
0	0	0	0	0
0	1	9	11	21
0	1	6	15	22
1	4	19	33	57
		, , , , , , , , , , , , , , , , , , ,	Fatality         Serious Injury         Minor Injury           0         2         3           1         0         1           0         0         0           0         1         9           0         1         6	Fatality         Serious Injury         Minor Injury         No Injury           0         2         3         7           1         0         1         0           0         0         0         0           0         1         9         11           0         1         6         15



As shown in Table 7, approximately 42% of the total collisions caused one or more injuries. There was also one bicyclist fatality which occurred on the segment of SR 104 north of 35th Avenue NE. However, this fatality occurred before the recent 35 mph speed limit reduction was implemented.

#### Roadway and Land Use Context

#### **Crossing Point Density**

Table 8 shows the number of roadway intersections and commercial, multifamily, and single-family residential driveways along SR 104 both north and south of 35th Avenue NE in Lake Forest Park.

Table 8. SR 104 Intersection and Driveway Count in Lake Forest Park						
Commercial Multifamily Single-Family Crossing Poi Segment Route Miles Intersections <sup>1</sup> Driveways Driveways Driveways Density <sup>2</sup>						Crossing Point Density <sup>2</sup>
n/o 35th Ave NE	0.7	4	6	3	10	33 per mile
s/o 35th Ave NE 1.0 6 3 0 56 69						65 per mile

Intersections measured as number of infough intersections and 1 intersections.
 Crossing point density measured as number of intersections and driveways per mile.

As shown in Table 8, SR 104 in Lake Forest Park south of 35th Avenue NE has almost twice the crossing point density as SR 104 north of 35th Avenue NE. Due to the frequent conflict points and single-family land use context along the SR 104 segment south of 35th Avenue NE, the City is justified in considering an alternative speed limit compared to the segment of SR 104 north of 35th Avenue NE.

#### Lake Forest Park Safe Speed Study Criteria

The analysis shown in this section applied the same methodology developed for the prior Lake Forest Park Safe Speed Study.

Based on the City's *Legacy 100-Year Vision* inventory, SR 104 is considered a walking route. Using the Safe Speed Study methodology shown in Figure 3, SR 104 would be considered Roadway Context B.

Table 9 shows how SR 104 would score based on the multimodal safety index criteria shown in Figure 4.

Table 9. SR 104 Multimodal Safety Index Score				
Criteria	Measure	Points		
Multimodal Activity	Proximity to School	3		
	Proximity to Park	0		
	Proximity to Town Center or Neighborhood Business Land Use	2		
Collision History	Roadway has at least one serious injury/fatal collision in last five years	3		
	Roadway has at least one pedestrian or bicycle collision in last five years	1		
Vehicle Speeds	Roadway has 85th percentile speed 3 mph or less of speed limit	0		
Daily Traffic	Average Daily Traffic Volumes < 2,000 vehicles	0		
Total Points		9		

Based on the scoring criteria, SR 104 would score 9 points (index level 1) on the multimodal safety index. A combination of Roadway Context B and Multimodal Safety Index 1 would indicate a 25 mph speed limit south of 35th Avenue NE would be appropriate for SR 104.



#### Study Findings

#### SR 522

The key findings of the speed limit evaluation for SR 522 in Lake Forest Park are:

- Approximately 28% of collisions on SR 522 in Lake Forest Park caused one or more injuries, including one fatality, in the last five years.
- The crossing point density of SR 522 in Lake Forest Park is almost identical to that of SR 522 in Kenmore, which currently has a 35 mph speed limit.
- The roadway design characteristics of SR 522 in Lake Forest Park are similar to those of SR 522 in Kenmore and Bothell, including features that visually constrain the roadway such as raised medians, sidewalks, and landscaping. The Sound Transit Stride project will install additional multimodal features which will further align the design of SR 522 in the three jurisdictions.
- The roadway design characteristics of SR 522 in Lake Forest Park further support a lower speed limit such as the presence of single-family residential driveways and consistent crossing point density.
- Based on the Lake Forest Park Safe Speed Study speed limit setting methodology, SR
   522 in Lake Forest Park would receive a 35 mph speed limit recommendation.

Table 10 summarizes the speed limit evaluation for SR 522 in Lake Forest Park based on the identified criteria in this study.

Table 10.	Evaluation of Speed Limit on SR 522 in Lake Forest Park <sup>1</sup>
-----------	--

	Field Condition	Speed Limit Supported?	
	Field Condition	35 mph	40 mph
85th Percentile Speed <sup>2</sup>	45 - 50 mph	-	✓
Crossing Point Density	30 per mile	✓	-
Visually Constrained Roadway³	Yes	✓	-
Lake Forest Park Safe Speed Study Criteria			
Proximity to Park	Yes		
Proximity to Town Center/Neighborhood Business Use	Yes	✓	_
At least one serious/fatal injury in last five years	Yes		
At least one pedestrian/bicycle collision in last five years	Yes		

It should be noted that a speed limit does not need to meet all criteria for a location to be selected. A speed limit which aligns with more
than one criterion typically indicates a more appropriate speed limit. However, engineering judgement and best practice guidance was
used to provide additional weight to some criteria in the recommendation of the speed limit for the corridor.



<sup>3.</sup> Based on 2024/2025 speed study for both the northbound and southbound directions.

<sup>2.</sup> Based on presence of or planned raised medians, sidewalks, visually obscured driveways due to trees and fencing, and acute angled intersections.

#### SR 104

The key findings of the speed limit evaluation for SR 104 in Lake Forest Park are:

- Approximately 42% of collisions on SR 104 in Lake Forest Park caused one or more injuries, including one fatality (north of 35th Avenue NE), in the last five years.
- The crossing point density of SR 104 south of 35th Avenue NE is almost twice that of SR 104 north of 35th Avenue NE.
- Based on the Lake Forest Park Safe Speed Study speed limit setting methodology, SR 104 in Lake Forest Park would receive a 25 mph speed limit recommendation south of 35th Avenue NE.

Table 11 summarizes the speed limit evaluation for SR 104 in Lake Forest Park based on the identified criteria in this study.

Table 11. Evaluation of Speed Limits on SR 104 in Lake Forest Park<sup>1</sup>

South of NE 185th St			
	Speed Limit Supported?		
Field Condition	25 mph	30 mph	
35 - 40 mph	-	✓	
65 per mile	✓	-	
Yes			
Yes	✓	_	
Yes			
Yes			
	Field Condition  35 - 40 mph 65 per mile  Yes Yes Yes	Field Condition  Speed Limit 25 mph  35 - 40 mph - 65 per mile  ✓  Yes Yes Yes Yes	

It should be noted that a speed limit does not need to meet all criteria for a location to be selected. A speed limit which aligns with more
than one criterion typically indicates a more appropriate speed limit. However, engineering judgement and best practice guidance was
used to provide additional weight to some criteria in the recommendation of the speed limit for the corridor.



 $<sup>\,</sup>$  2. Based on 2024 speed study for both the northbound and southbound directions.

1	CITY OF LAKE FOREST PARK
2	CITY COUNCIL REGULAR MEETING MINUTES
3	July 24, 2025
4	
5	It is noted that this meeting was held in person in the City Council Chambers and remotely via
6	Zoom.
7	
8	Councilmembers present: Tracy Furutani, Deputy Mayor; Larry Goldman, Vice Chair; Paula
9	Goode, Jon Lebo, Ashton McCartney, Semra Riddle
10	
11	Councilmembers absent: Ellyn Saunders
12	
13	Staff present: Phil Hill, City Administrator; Kim Adams Pratt, City Attorney; Lindsey Vaughn,
14	Finance Director; Mike Harden, Police Chief; Mark Hofman, Community Development
15	Director; Cory Mattson, Community Programs Planner; Matt McLean, City Clerk
16	
17	Others present: 8 visitors
18	
19	CALL TO ORDER
20	
21	Deputy Mayor Furutani called the regular City Council meeting of July 24, 2025, to order at
22	7:00 p.m.
23	
24	FLAG SALUTE
25	
26	Cmbr. Riddle led the Pledge of Allegiance.
27	
28	ADOPTION OF AGENDA
29	
30	<u>Cmbr. McCartney moved</u> to approve the agenda as presented. <u>Cmbr. Goode seconded.</u>
31	The motion to approve the agenda as presented carried unanimously.
32	
33	PUBLIC COMMENT
34	A
35	Attorney Pratt provided information regarding RCW 42.17A.555 restricting use of City
36	resources, including City Hall, to promote or oppose a ballot measure.
37	Dec. 1. May 1. F. o. 15. May 1. Standard and the formal bases below
38	Deputy Mayor Furutani invited comments from the public.
39	
40	The following people provided comments:
41	Nate Herzog – how the Pledge of Allegiance came to be included in City Council      The Allegian City of the
42	meetings. City did not calculate tax burden and predicted revenue from proposed levy
43	rates correctly – would like Council to reconsider Resolution 25-2021.
44	<ul> <li>Sally Yamasaki &amp; Dana Campbell – sanitation services and advocating for contracting</li> </ul>
45	with Recology once the current franchise with Republic Services ends.

1 2	There being no one else in the audience wishing to speak, Deputy Mayor Furutani closed public
3	comment.
4 5	FINAL CONFIRMATION
6	
7 8	Maurice Jones Jr. spoke to his application for the Parks and Recreation Advisory Board and responded to questions from the Council.
9	
10 11	<u>Cmbr. Goode moved</u> to appoint Maurice Jones Jr. to Position 5 of the Parks and Recreation Advisory Board. <u>Cmbr. Riddle seconded. The motion carried unanimously.</u>
12	CONSENT CALENDAD
13 14	CONSENT CALENDAR
15	<u>Cmbr. Riddle moved</u> to approve the Consent Calendar. <u>Cmbr. McCartney seconded. The</u>
16	motion to approve the Consent Calendar as amended carried unanimously.
17	
18	A. July 10, 2025 City Council Work Session Minutes
19	B. July 10, 2025 City Council Regular Meeting Minutes
20	C. A Pre-paid Accounts Payable dated 7/14/2025 Claim Fund Check No. 87908 in the
21	amount of \$6,127.52, an Accounts Payable dated 7/24/2025 Claim Fund Check Nos.
22	87909 through 87988 in the amount of \$684.668.90, a 7/8/2025 Payroll Fund ACH
23 24	transaction in the amount of \$208,219.94, and a 7/8/2025 Direct Deposit transaction in the amount of \$204,316.51. Additional approved transactions: Elavon, \$534.04; Invoice
25 26	Cloud, \$1,526.40; Lexis Nexis, \$140.81; State of Washington \$770.40; State of Washington \$10,408.49. Total approved claim fund transactions: \$1,116.713.01.
27	
28	ORDINANCES AND RESOLUTIONS FOR ACTION
29	
30	Lakefront Park Property – Proceeding with Design and Permitting
31	
32	Planner Mattson introduced the item and responded to Council questions.
33 34	There was Council consensus to move forward with design and permitting for the Lakefront
3 <del>4</del> 35	Park property.
36	Tark property.
37	Appointing Members to the Pro and Con Committees for the Proposition 1, Police and Public
38 39	Safety Services Levy Lid Lift, on the November 4, 2025 General Election Ballot
40	Clerk McLean gave a brief presentation and responded to Council questions.
41	
42 42	<u>Cmbr. McCartney moved</u> to appoint Fiaz Mir, Peter Eglick, and David Hammond to the
43 44	Pro Committee and Jack Tonkin, Elizabeth Chapple, and Hannah Blackbourn to the Con Committee for Proposition 1. <i>Cmbr. Riddle seconded. The motion carried unanimously.</i>

1	OTHER BUSINESS
2	
3	Vice Chair Goldman moved to cancel the following Council meetings: August 21, 2025
4	Budget & Finance Committee; August 25, 2025 Committee of the Whole, August 28,
5	2025 Regular Meeting. Cmbr. Riddle seconded. The motion carried unanimously.
6	
7	<u>Cmbr. Riddle moved</u> to excuse Cmbr. Saunders. <u>Cmbr. Goode seconded. The motion</u>
8	carried with Cmbr. Riddle dissenting.
9	
10	COUNCILMEMBER/MAYOR/CITY ADMINISTRATOR REPORTS
11	
12	Councilmembers reported on meetings they had attended.
13	
14	Administrator Hill gave a brief report and responded to Council questions.
15	
16	ADJOURNMENT
17	
18	There being no further business, Deputy Mayor Furutani adjourned the meeting at 7:55 p.m.
19	
20	
21	
22	
23	Tracy Furutani, Deputy Mayor
24	
25	
26	
27	
28	Matt McLean, City Clerk

### City of Lake Forest Park SORTED TRANSACTION CHECK REGISTER 8/14/25

#### **VOUCHER CERTIFICATION AND APPROVAL**

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, a Pre-paid Accounts Payable Dated 07/23/2025 CLAIM FUND Check No. 87989 in the amount of \$348.00, an Accounts Payable Dated 8/14/25 CLAIM FUND Check Nos. 87990 through 88060 in the amount of \$558,699.16, an 8/08/25 PAYROLL FUND ACH transaction in the amount of \$180,547.74, a 7/23/25 DIRECT DEPOSIT transaction in the amount of \$204,847.93, and an 8/08/25 DIRECT DEPOSIT transaction in the amount of \$209,738.02 are approved for payment this 14th day of August 2025.

## Additional approved transactions are: ACH transaction WexBank- Chevron in the amount \$77.42 ACH transaction US Bank in the amount \$44,061.45 Total approved claim fund transactions: \$1,198,319.72

City Clerk	Mayor
	Finance Committee

#### Accounts Payable

#### Check Register Totals Only

User:

sschindele

Printed:

7/23/2025 - 12:34 PM

Batch:

00023.07.2025 - AP 07.23.25



Check	Date	Vendor No	Vendor Name		Amount	Voucher
87989	07/23/2025	HARDEN	Michael Harden		348.00	87,989
				Check Total:	348.00	

#### Accounts Payable

#### Check Register Totals Only

User:

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8/8/2025 - 10:30 AM

Batch:

00014.08.2025 - AP 08.14.25



Check	Date	Vendor No	Vendor Name	Amount	Voucher
87990	08/14/2025	ACCORD	Accord Contractors, LLC	257,685.37	87,990
87991	08/14/2025	ALLBATT	All Battery Sales & Service Inc.	153.81	87,991
87992	08/14/2025	AQUATECH	Aquatechnex LLC	617.68	87,992
87993	08/14/2025	AWCWORK	Association of Washington Cities	18,150.00	87,993
87994	08/14/2025	AURORARE	Aurora Rents, Inc.	3,709.34	87,994
87995	08/14/2025	BASLER	Anthony Carl Basler	175.00	87,995
87996	08/14/2025	BRNDISC	Christopher Bendiksen	300.00	87,996
87997	08/14/2025	BROBEAR	Brown Bear Car Wash	42.00	87,997
87998	08/14/2025	CASCONGR	Cascadia Consulting Group, Inc.	41,025.84	87,998
87999	08/14/2025	CHUCKOLS	Chuck Olson Inc	17.64	87,999
88000	08/14/2025	ALGONACI	City of Algona	2,887.72	88,000
88001	08/14/2025	BLACKDIA	City Of Black Diamond	1,445.50	88,001
88002	08/14/2025	CLYDEHIL	City of Clyde Hill	3,127.18	88,002
88003	08/14/2025	SNOQPD	City of Snoqualmie	2,965.04	88,003
88004	08/14/2025	CODEPUB	Code Publishing Company	830.00	88,004
88005	08/14/2025	CONSOR	Consor North America, Inc.	2,350.50	88,005
88006	08/14/2025	WATERSHE	Facet, Inc.	38,499.97	88,006
88007	08/14/2025	GALLS	Galls, LLC	1,395.47	88,007
88008	08/14/2025	GORDONTH	Gordon Thomas Honeywell Gov't. Aff	3,245.00	88,008
88009	08/14/2025	GRAFIXS	Grafix Shoppe	2,592.00	88,009
88010	08/14/2025	GRAY&OS	Gray & Osborne, Inc.	6,307.28	88,010
88011	08/14/2025	HILLP	Phillip Hill	264.60	88,011
88012	08/14/2025	HOPESTRC	Hopestream Community	5,000.00	88,012
88013	08/14/2025	IIMC	International Institute of Municipal Cl	195.00	88,013
88014	08/14/2025	JETCITY	Jet City Printing, Inc.	49.64	88,014
88015	08/14/2025	<b>JOHNSONA</b>	Amanda Johnson	403.20	88,015
88016	08/14/2025	KDHCONSU	KDH Consulting, Inc	1,318.09	88,016
88017	08/14/2025	KCJAILWK	King County Finance	8,289.30	88,017
88018	08/14/2025	KCLIQUER	King County Finance	975.93	88,018
88019	08/14/2025	KCVICTIM	King County Finance	107.98	88,019
88020	08/14/2025	KCRECORD	King County Recorders Office	3,000.00	88,020
88021	08/14/2025	UB*00745	Andrew Leask	99.05	88,021
88022	08/14/2025	LEGEND	Legend Data Systems, Inc.	55.15	88,022
88023	08/14/2025	LOOMIS	Loomis	498.08	88,023
88024	08/14/2025	UB*00742	Patrick Lynch and Kendra Read	177.63	88,024
88025	08/14/2025	UB*00740	Aleta Mattaino	35.52	88,025
88026	08/14/2025	MEDINAPD	Medina Police Department	263.31	88,026
88027	08/14/2025	MONTAGUE	Francisco Montague	256.00	88,027
88028	08/14/2025	MOORES	Shannon Moore	311.50	88,028
88029	08/14/2025	NAVIA-1	Navia Benefit Solutions	300.00	88,029
88030	08/14/2025	NORTHUTI	Northshore Utility District	19,502.77	88,030
88031	08/14/2025	OFFICEDE	Office Depot, Inc.	121.50	88,031
88032	08/14/2025	PACESYS	Pace Systems, Inc	8,840.00	88,032
88033	08/14/2025	PACOFFA	Pacific Office Automation	599.54	88,033
88034	08/14/2025	PATSTREE	Pat's Trees & Landscape Inc.	9,753.39	88,034
88035	08/14/2025	PLITMANV	Vladislav Plitman	140.00	88,035
88036	08/14/2025	PRINTWE	Printwest, Inc.	1,719.98	88,036
88037	08/14/2025	PROFLUEL	Profluent Language Services Ltd	140.00	88,037
88038	08/14/2025	PAWS	Progressive Animal Welfare Society	238.00	88,038
88039	08/14/2025	PUBSAFTE	Public Safety Testing, Inc.	169.00	88,039

Check	Date	Vendor No	Vendor Name	Amount	Section 6, ItemB.
88040	08/14/2025	PSE	Puget Sound Energy	98.51	88,040
88041	08/14/2025	ROBHALF	Robert Half International, Inc.	9,755.45	88,041
88042	08/14/2025	UB*00744	Robin Rock	50.06	88,042
88043	08/14/2025	SCJALL	SCJ Alliance	1,589.45	88,043
88044	08/14/2025	SENIORS	Senior Svcs. of Seattle/King Co.	8,750.00	88,044
88045	08/14/2025	STAPLES	Staples Advantage	140.10	88,045
88046	08/14/2025	STARCHAS	StarChase, LLC	8,272.50	88,046
88047	08/14/2025	STATEFIN	State Treasurer's Office	8,319.69	88,047
88048	08/14/2025	SMHINC	Stewart MacNichols Harmell, Inc., P.S	10,737.50	88,048
88049	08/14/2025	SUMMITLA	Summit Law Group PLLC	7,760.00	88,049
88050	08/14/2025	SEATIMEA	The Seattle Times	956.45	88,050
88051	08/14/2025	UB*00743	Sara and Rob Torres	23.26	88,051
88052	08/14/2025	TRANSPO	Transpo Group USA Inc 446.25		88,052
88053	08/14/2025	TRANSSOL	Transportation Solutions Inc	17,121.28	88,053
88054	08/14/2025	VMSTRUCT	V + M Structural Design, Inc.	22,337.25	88,054
88055	08/14/2025	VELOCITY	Velocity Systems	817.00	88,055
88056	08/14/2025	WALLYS	Wally's Towing, Inc.	1,231.81	88,056
88057	08/14/2025	CRIMJUST	Washington Criminal Justice Training	1,150.00	88,057
88058	08/14/2025	WASTDOEC	Washington State Department of Ecole	8,444.00	88,058
88059	08/14/2025	UB*00741	Andrew and Vanessa Whorley	142.10	88,059
88060	08/14/2025	ZALDIBAR	Eduardo Zaldibar	210.00	88,060
			Check Total:	558,699.16	

#### Accounts Payable

#### Checks by Date - Summary by Check Date

User:

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	ZL&I	Washington State Department of Labor & I	07/23/2025	552.69
ACH	LEOFFTR	LEOFF TRUST	07/23/2025	40,415.89
ACH	NAVIA	Navia Benefit Solutions, Inc.	07/23/2025	537.41
ACH	NAVIAFSA	Navia - FSA	07/23/2025	62.50
ACH	PFLTRUST	LFP PFL Trust Account	07/23/2025	2,732.30
ACH	TEAMDR	National D.R.I.V.E.	07/23/2025	4.45
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	07/23/2025	1,689.80
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	07/23/2025	9,084.97
ACH	ZAWC	AWC	07/23/2025	2,011.50
ACH	ZEMPSEC	Employment Security Dept.	07/23/2025	594.03
ACH	ZEMPWACA	Wa.Cares Tax	07/23/2025	936.35
ACH	ZGUILD	LFP Employee Guild	07/23/2025	925.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	07/23/2025	35,383.70
ACH	ZL&I	Washington State Department of Labor & I	07/23/2025	7,375.58
ACH	ZLEOFF	Law Enforcement Retirement	07/23/2025	16,214.33
ACH	ZLFPIRS	Lake Forest Park/IRS	07/23/2025	42,850.81
ACH	ZPERS	Public Employees Retirement	07/23/2025	18,269.11
ACH	ZTEAM	Teamsters Local Union #117	07/23/2025	174.72
ACH	ZWATWT	Washington Teamsters Welfare Trust	07/23/2025	384.60
87989	HARDEN	Michael Harden	07/23/2025	348.00
			Total for 7/23/2025;	180,547.74
			Report Total (20 checks):	180,547.74

OF LAKE FOREST AND

#### **Bank Reconciliation**

#### Checks by Date

User:

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08/08/2025 - 10:59AM

Bank Accounts:

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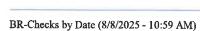
System:

Cleared and Not Cleared Checks

Check Date: From 07/23/2025 To 07/23/2025

Print ACH Checks: True





#### **Bank Reconciliation**

#### Checks by Date

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sschindele

Printed:

08/08/2025 - 11:00AM

Bank Accounts:

**PPOperat** 

System:

Cleared and Not Cleared Checks

Check Date: From 08/08/2025 To 08/08/2025

Print ACH Checks: True



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/8/2025		DD 00508.08.2025	PR		209,738.02
				Total C	heck Count:	1
				Total Cl	heck Amount:	209,738.02

# Electronic AP Proof List Clearing House

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## Accounts Payable

#### Checks by Date - Summary by Check Date

User:

sschindele

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
72503791	ASCAP	ASCAP	07/10/2025	450.04
72506311	AMAZON	Amazon Capital Services Inc	07/10/2025	10.00
72506312	JOBTARGE	JOBTARGET	07/10/2025	1,893.00
72506313	AMAZON	Amazon Capital Services Inc	07/10/2025	10.00
72506314	APWA	American Public Works Association	07/10/2025	995.00
72506315	NEOGOV	GovernmentJobs.com, Inc	07/10/2025	475.00
72506316	AWCWORK	Association of Washington Cities	07/10/2025	300.00
72506317	ASCA	American Society of Consulting Arborists	07/10/2025	125.00
72509382	HITLONSE	Hilton Seattle Airport	07/10/2025	19.98
72527511	AMAZON	Amazon Capital Services Inc	07/10/2025	222.18
72527514	AMAZON	Amazon Capital Services Inc	07/10/2025	226.20
72527515	AMAZON	Amazon Capital Services Inc	07/10/2025	6.55
72527516	WASABI	Wasabi Technologies, Inc	07/10/2025	80.51
72527517	AMAZON	Amazon Capital Services Inc	07/10/2025	72.60
72527881	NORTHCIT	North City Water District	07/10/2025	236.75
72527882	NORTHCIT	North City Water District	07/10/2025	147.81
72527883	INTEGPHN	Integra Telecom, Inc.	07/10/2025	1,067.94
72527884	VERIZWIR	Verizon Wireless	07/10/2025	3,163.45
72527885	VERIZWIR	Verizon Wireless	07/10/2025	7,276.16
72527886	WESTACE	Westlake Hardware WA-153	07/10/2025	587.37
72527887	BULGER	Bulger Safe & Lock, Inc.	07/10/2025	5,351.98
72527888	PACTOP	Pacific Topsoils, Inc.	07/10/2025	568.00
72527889	SEALIGHT	Seattle City Light	07/10/2025	19.24
72529901	Walgreen	Walgreens	07/10/2025	34.51
72533461	ENGINEEE	Engineering Education & Training	07/10/2025	1,050.00
72557001	USPSDIS	USPS	07/10/2025	14.95
72557002	KENNYS	Kennys Auto Detail, Inc	07/10/2025	875.06
72568881	WTSC	Washington Traffic Safety Summit	07/10/2025	300.00
72568882	FAADRONE	Federal Aviation Administration	07/10/2025	175.00
72568883	AMAZON	Amazon Capital Services Inc	07/10/2025	84.82
72568884	CHEWY	Chewy.com	07/10/2025	111.61
72568885	GUARDIAN	Guardian Alliance Technologies, Inc	07/10/2025	204.00
72568886	PRADCO	Pradco Outdoor Brands	07/10/2025	343.86
72589531	MRT	Mr. T's Trophies	07/10/2025	29.64
72589532	MRT	Mr. T's Trophies	07/10/2025	14.27
72589533	MRT	Mr. T's Trophies	07/10/2025	15.37
72596351	REICOOP	REI Co-Op	07/10/2025	107.92
72596352	WCMA	WCMA	07/10/2025	400.00
72599151	SSPOLY	South Sound Polygraph LLC	07/10/2025	900.00
72599152	WESTACE	Westlake Hardware WA-153	07/10/2025	1.97
72599153	AMAZON	Amazon Capital Services Inc	07/10/2025	39.68
72599154	TRUPANIO	Trupanion	07/10/2025	114.38
25278810 -	SEALIGHT	- Seattle-City Light	07/10/2025	
25278811	SEALIGHT	Seattle City Light	07/10/2025	39.29
25278812	SEALIGHT	Seattle City Light	07/10/2025	309.99
25278813	NWCASCA	Northwest Cascade, Inc.	07/10/2025	185.05
25278814	SEALIGHT	Seattle City Light	07/10/2025	20.28

Check No	Vendor No	Vendor Name	Check Date	Section 6, ItemB.
725278815	SEALIGHT	Seattle City Light	07/10/2025	41.03
725278816	WESTACE	Westlake Hardware WA-153	07/10/2025	326.32
725278817	GOODTOGC	Good To Go	07/10/2025	4.40
725278818	NWCASCA	Northwest Cascade, Inc.	07/10/2025	201.55
725278819	NWCASCA	Northwest Cascade, Inc.	07/10/2025	439.07
725278820	NWCASCA	Northwest Cascade, Inc.	07/10/2025	526.11
725278821	SMARSH	Smarsh	07/10/2025	2,471.32
725278822	STERICYL	Stericyle, Inc.	07/10/2025	65.75
725278823	STERICYL	Stericyle, Inc.	07/10/2025	10.36
725278824	LEXISNEX	LexisNexis Risk Data Mgmt. Inc.	07/10/2025	140.81
725278825	SEATIMEA	The Seattle Times	07/10/2025	2,952.40
725278826	VERIZWIR	Verizon Wireless	07/10/2025	3,412.92
725278827	GOODTOGC	Good To Go	07/10/2025	13.75
725278828	NWCASCA	Northwest Cascade, Inc.	07/10/2025	185.05
725278829	NORTHCIT	North City Water District	07/10/2025	125.84
725278830	NORTHCIT	North City Water District	07/10/2025	55.29
			Total for 7/10/2025:	42,986.51
72509381	DOL	Vehicle Washington State Department of Li	07/11/2025	64.00
			Total for 7/11/2025:	64.00
72527512	MICROSOF	Microsoft Corporation	07/30/2025	397.44
72527513	MICROSOF	Microsoft Corporation	07/30/2025	613,50
			Total for 7/30/2025:	1,010.94
			Report Total (66 checks):	44,061.45
			<u> </u>	



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date August 14, 2025

**Originating Department** Finance Department

Contact Person Lindsey Vaughn, Finance Director

Title Ordinance 25-1311/Amending the 2025-2026 Budget

#### Legislative History

Budget & Finance Committee Meeting June 26, 2025

City Council Meeting August 14, 2025

#### **Attachments:**

1. Ordinance 25-1311 Amending 2025-2026 Biennial Budget

#### **Executive Summary**

The proposed ordinance would amend the 2025-2026 budget to reflect actual performance rather than the projected amounts used to adopt the budget. The City of Lake Forest Park develops a budget based on a set of predictions. A city budget is a living document, and since it is impossible to know what will happen in the future, adjustments to the adopted budget are frequently required once the budgetary period is underway. A formal change to an adopted budget is known as a budget amendment. Budgets are adopted at the fund level, as opposed to the line-item or department level. Therefore, budget amendments are also made at the fund level.

Budget amendments do not require public hearings and do not have specific timelines associated with them. However, it is best practice to formally amend a budget before an expenditure is allocated (amend before you spend). A budget amendment must be passed before the last day of the budgetary period to become effective for that adopted fiscal period.

#### **Background**

The City adopts a biennial budget spanning two years. Local governments choosing to adopt biennial budgets are required by state statute to perform an in-depth review mid-way through the budget cycle to pinpoint any substantial discrepancies between the projected amounts and the actual financial results. A mid-biennial budget adjustment should be considered if significant differences are identified.

Mid-biennial budget adjustments are a time to 'true-up' the adopted budget to reflect actual performance. Budgets are living documents created with the best knowledge at the time of adoption. Budget adjustments, or amendments, are considered a normal course of action in local government.

#### **Fiscal & Policy Implications**

General Fund: Within the general fund, there are two direct pass-through items for the Police Department, starting with third-party overtime reimbursement for security services provided, which generates revenue to the city. The revenue is directly passed through to expand the overtime budget to pay for the Police Overtime salaries and benefits. The Police Department also received a state grant that they can elect to use as they desire, and they are using the funds to pay for an additional Star Chase subscription, new office chairs, and some upgrades to the sally port and evidence room. The Police CBA was agreed to and adopted by the City Council after the budget was approved, and the actual cost impact to the budget needs to be amended.

The expansion of the Court Probation Officer position from a 0.2 to a 0.3 employee was a request made within the 2025-2026 regular budget process but was unintentionally not included and needs to be corrected. Laserfiche was included in the original adopted budget (Court/Municipal Services departments), but the actual cost exceeded the original budget, and the budget needs to be increased.

The City Hall Facilities have had some unforeseen health and safety challenges that immediately needed to be addressed by our new Public Works Director. So, the budgets for professional services, repairs, and maintenance are being expanded.

<u>Traffic Safety Fund:</u> The new traffic safety camera and resulting ticket volume required the Court to redesign its work area to accommodate more employees and amend expenditures for some supplies, equipment, and professional services. The fund is supporting the purchase of two police vehicles as a qualifying and agreed expense by the Council that was not included in the original budget.

<u>Surface Water Capital Fund:</u> The requested increase is from the Public Works Yard Material Bin Covers Project change order, where the contractor exposed contaminated soils on the construction site that required proper remediation.

<u>Vehicle & Equipment Replacement Fund</u>: During the original budget discussions, the City allocated the revenue side of the vehicle and equipment replacement fund and reserved it for a larger discussion of the fleet strategy for the Public Works and Police Departments. The City is funding the purchase of three police patrol vehicles and a transport van, in addition to an F-150, a Chevy 2500, and an F-550 for the Public Works Department. The maintenance is for the large sweeper head repair and replacement.

Please see the table below that shows allocation changes by fund.

GENERAL FUND 001					
GENERAL FUND 00 I					
Title	Revenue(R)/Expend.(E)	Adjustment Type 1	2025-2026 Adjustment Amount	<u>Total</u> Revenue	<u>Total</u> Expenditure
Police Services: Overtime Reimbursed for Security Services	R	اله	\$ 165,000	\$165,000	Experientare
Pass-through revenue	IX		\$ 105,000	φ 105,000	
Police Dept: Accreditation Incentive Grant (pass-through for PD)	R		\$ 43,478	\$ 43,478	
General Fund Revenue Adjustment Total			\$ 208,478	\$208,478	
Court Salaries: Probation Officer hour increase to .3 from .2	Е		\$ 19,000	, = = = 3, ··· O	\$ 19,000
Court Salaries: Probation Officer hour increase to .3 from .2	E		\$ 2,000		\$ 2,000
Police Salaries per CBA 2025 & 2026	E		\$ 45,000		\$ 45,000
Police Overtime (Pass-through supported by outside revenue)	E		\$ 165,000		\$ 165,000
Police Benefits per CBA 2025 & 2026	E		\$ 7,500		\$ 7,500
Police Dept: Supplies	E		\$ 17,206		\$ 17,206
Poice Dept: Office Equipment	E		\$ 17,200		\$ 17,200
Police Dept: Once Equipment Police Dept: Dues & Subscription Star Chase	E		\$ 18,000		\$ 8,273
Court/Municipal Services: Laserfische	E		\$ 12,000		\$ 12,000
Parks: Equipment Purchase Gate for Lyon Creek Preserve	E		\$ 15,000		\$ 15,000
Facilities: Professional Services	E		\$ 13,000		\$ 15,000
Facilities: Repairs & Maintenance	E		\$ 90,000		\$ 90,000
General Fund Expenditure Adjustment Total					
· · · · · · · · · · · · · · · · · · ·			\$ 428,978		\$ 428,978
Total Net Change to the General Fund			\$ (220,500)		
TRAFFIC SAFETY FUND 0	M2				
IRAFFIC SAFEIT FUND 0					
<u>Title</u>	Revenue(R)/Expend.(E)	Adjustment Type <sup>1</sup>	2025-2026 Adjustment Amount	Total Revenue \$ -	<u>Total</u> Expenditure
Traffic Safety Fund Revenue Adjustment Total			\$ -	\$ -	
Trainic Salety Fund Nevertue Aujustinient Total			Ψ -	Ψ -	
Court: Supplies	Е		\$ 3,500		\$ 3,500
Court: Small Tools & Equipment	E		\$ 20,000		\$ 20,000
Professional Services	E		\$ 20,000		\$ 20,000
Transfer Out to Vehicle Replacement Fund 501	E		\$ 169,886		\$ 169,886
Traffic Safety Fund Expenditure Adjustment Total	_		\$ 196,386		\$ 196,386
Total Net Change to the Traffic Safety Fund			\$ (196,386)		Ψ 100,000
Total Net Change to the Trainic Salety Fund			φ(190,300)		

					L	
SURFACE WATER CAPITAL FU	IND	404				
<u>Title</u>			2025-2026 Budget Amount	<u>Total</u> <u>Revenue</u>	<u>Ex</u>	Total penditure
Surface Water Capital Revenue Adjustment Total			\$ -	\$ -		
Public Works Yard Materials Bin Cover Change Order Cont. Soils, etc. Surface Water Capital Fund Expenditure Adjustment Total Total Net Change to the Surface Water Capital Fund	Е		\$ 133,000 \$ 133,000 (133,000)		\$	133,000 133,000
VEHICLE & EQUIPMENT REPLACEMI	ENT	FUN	D 501			
Title Transfer In from Traffic Safety Fund 002 Police Vehicles	R		2025-2026 Budget Amount \$ 169,886	Total Revenue \$169,886	<u>Ex</u>	Total penditure
Vehicle and Equipment Revenue Adjustment Total			\$ 169,886	\$ 169,886		
Public Works Equipement: Maintenance Sweeper Repairs Police Department Vehicle Replacement Public Works Vehicles: Replacement	E E E		\$ 34,000 \$ 348,580 \$ 510,338		\$ \$ \$	34,000 348,580 510,338
Vehicle & Equipment Fund Expenditure Adjustment Total			\$ 892,918		\$	892,918
Total Net Change to the Vehicle & Equipment Fund			\$ (723,032)			

Please see the table below that shows allocation changes by fund.

		Pro	<u>ojected</u>									<u> </u>	Projected_
		Begin	ning Fund				<u>Proposed</u>		<u>Adopted</u>		Proposed_	<u>En</u>	ding Fund
<u>Fund</u>		_	<u>alance</u>	_	opted 2025-	<u>2025-2026</u>		2025-2026		2025-2026			Balance_
No.	Fund Description	<u>1/</u>	<u>1/2025</u>	202	26 Revenue	į	<u>Revenue</u>	Expenditure		Ex	<u>penditures</u>	1	<u>2/31/2026</u>
001	General	\$	9,912,822	\$	26,110,787	\$2	26,319,265	\$2	26,992,986	\$	27,421,965	\$	8,810,122
002	Traffic Safety *New*	\$	279,000	\$	8,000,000	\$	8,000,000	\$	3,360,500	\$	3,556,886	\$	4,722,114
101	Street	\$	753,265	\$	1,409,893	\$	1,409,893	\$	2,048,751	\$	2,048,751	\$	114,407
102	Council Contingency	\$	794,932	\$	44,000	\$	44,000	\$	-	\$	-	\$	838,932
104	Transportation Benefit Dist.	\$	1,273,919	\$	1,515,328	\$	1,515,328	\$	804,809	\$	804,809	\$	1,984,438
105	Budget Stabilization	\$	346,602	\$	18,500	\$	18,500	\$	-	\$	-	\$	365,102
106	Strategic Opportunity Fund	\$	982,898	\$	554,500	\$	554,500	\$	530,000	\$	530,000	\$	1,007,398
301	Capital Improvement	\$	1,107,862	\$	1,368,000	\$	1,368,000	\$	951,431	\$	951,431	\$	1,524,431
302	Transportation Capital	\$	2,329,099	\$	7,562,393	\$	7,562,393	\$	8,720,311	\$	8,720,311	\$	1,171,181
303	Capital Facilities Maintenance	\$	1,206,050	\$	309,000	\$	309,000	\$	945,000	\$	945,000	\$	570,050
401	Sewer Utility	\$	986,077	\$	8,948,058	\$	8,948,058	\$	8,901,291	\$	8,901,291	\$	1,032,844
402	Sewer Capital	\$	4,033,000	\$	451,000	\$	451,000	\$	3,074,000	\$	3,074,000	\$	1,410,000
403	Surface Water Utility	\$	966,053	\$	3,813,071	\$	3,813,071	\$	3,838,615	\$	3,838,615	\$	940,508
404	Surface Water Capital	\$	454,234	\$	3,640,000	\$	3,640,000	\$	3,160,000	\$	3,293,000	\$	801,234
406	Sewer Bond Reserve	\$	115,858	\$	6,000	\$	6,000	\$	-	\$	-	\$	121,858
407	PW Trust Fund Repayment	\$	653,930	\$	308,500	\$	308,500	\$	242,805	\$	242,805	\$	719,625
450	Public Works Contract					\$	-			\$	-	\$	-
501	Vehicle & Equip. Replacement	\$	1,685,558	\$	972,562	\$	1,142,448	\$	356,105	\$	1,249,023	\$	1,578,983
502	Information Technology Fund	\$	390,711	\$	450,198	\$	450,198	\$	393,500	\$	393,500	\$	447,409

#### **Alternatives**

Options	Results
Adopt budget amendment ordinance	Align the budget to reflect additional revenues and expenditures
Do not adopt budget amendment ordinance	Keep the budget appropriations as currently adopted and not align the budget numbers to reflect the current financial allocations.

#### **Staff Recommendation**

Adopt Ordinance 25-1311/Amending the 2025-206 Budget.

#### **ORDINANCE NO. 25-1311**

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

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

**WHEREAS**, a budget for fiscal years 2025-2026 was adopted by Ordinance No. 24-1299; and

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

**WHEREAS**, the City is required by Chapter 35A.34 RCW to review all revenues and expenditures for each fund in the adopted budget; and

**WHEREAS,** the budget for fiscal years 2025-2026 is being amended for the midbiennial budget adjustment.

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

Section 1. AMENDMENT. The 2025-2026 budget is hereby amended as follows:

Fund No.	Fund Description	Projected Beginning Fund Balance 1/1/2025	Adopted 2025- 2026 Revenue	Proposed 2025-2026 Revenue	Adopted 2025-2026 Expenditure	Proposed 2025-2026 Expenditures	Projected Ending Fund Balance 12/31/2026
001	General	\$ 9,912,822	\$ 26,110,787	\$26,319,265	\$26,992,986	\$ 27,421,965	\$ 8,810,122
002	Traffic Safety *New*	\$ 279,000	\$ 8,000,000	\$ 8,000,000	\$ 3,360,500	\$ 3,556,886	\$ 4,722,114
101	Street	\$ 753,265	\$ 1,409,893	\$ 1,409,893	\$ 2,048,751	\$ 2,048,751	\$ 114,407
102	Council Contingency	\$ 794,932	\$ 44,000	\$ 44,000	\$ -	\$ -	\$ 838,932
104	Transportation Benefit Dist.	\$ 1,273,919	\$ 1,515,328	\$ 1,515,328	\$ 804,809	\$ 804,809	\$ 1,984,438
105	Budget Stabilization	\$ 346,602	\$ 18,500	\$ 18,500	\$ -	\$ -	\$ 365,102
106	Strategic Opportunity Fund	\$ 982,898	\$ 554,500	\$ 554,500	\$ 530,000	\$ 530,000	\$ 1,007,398
301	Capital Improvement	\$ 1,107,862	\$ 1,368,000	\$ 1,368,000	\$ 951,431	\$ 951,431	\$ 1,524,431
302	Transportation Capital	\$ 2,329,099	\$ 7,562,393	\$ 7,562,393	\$ 8,720,311	\$ 8,720,311	\$ 1,171,181
303	Capital Facilities Maintenance	\$ 1,206,050	\$ 309,000	\$ 309,000	\$ 945,000	\$ 945,000	\$ 570,050
401	Sewer Utility	\$ 986,077	\$ 8,948,058	\$ 8,948,058	\$ 8,901,291	\$ 8,901,291	\$ 1,032,844
402	Sewer Capital	\$ 4,033,000	\$ 451,000	\$ 451,000	\$ 3,074,000	\$ 3,074,000	\$ 1,410,000
403	Surface Water Utility	\$ 966,053	\$ 3,813,071	\$ 3,813,071	\$ 3,838,615	\$ 3,838,615	\$ 940,508
404	Surface Water Capital	\$ 454,234	\$ 3,640,000	\$ 3,640,000	\$ 3,160,000	\$ 3,293,000	\$ 801,234
406	Sewer Bond Reserve	\$ 115,858	\$ 6,000	\$ 6,000	\$ -	\$ -	\$ 121,858
407	PW Trust Fund Repayment	\$ 653,930	\$ 308,500	\$ 308,500	\$ 242,805	\$ 242,805	\$ 719,625
450	Public Works Contract			_\$ -		_\$ -	\$ -
501	Vehicle & Equip. Replacement	\$ 1,685,558	\$ 972,562	\$ 1,142,448	\$ 356,105	\$ 1,249,023	\$ 1,578,983
502	Information Technology Fund	\$ 390,711	\$ 450,198	\$ 450,198	\$ 393,500	\$ 393,500	\$ 447,409

<u>Section 2. AMENDMENT.</u> The 2025 & 2026 Amended Budgeted Positions and Salary Schedules and full-time employee authorization are attached as Exhibit A.

<u>Section 3. SEVERABILITY.</u> 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.

<u>Section 4. CORRECTIONS.</u> 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.

<u>Section 5. EFFECTIVE DATE.</u> This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this \_\_\_day of August, 2025.

APPROVED:

Tom French		
Mayor		

Ordinance No. 25-1311

ATTEST/AUTHENTICATED:
Matt McLean City Clerk
APPROVED AS TO FORM:
Kim Adams Pratt
City Attorney
Introduced:
Adopted:
Posted:
Published:
Effective:

Ordinance No. 25-1311

## **EXHIBIT A**

## 2025 Amended Budgeted Positions and Salary Schedule Amounts on this schedule are monthly

	FTE	Step 1	Step 2	? St	ер 3	Step 4	Step 5	Step 6
Legislative	7							
Councilmembers	7							\$ 800,00
Executive								
Mayor	0.5							\$ 3,000.00
City Administrator	1							\$ 18.579.10
Human Resources Director	1	\$ 11,140.88	\$ 11,883	58 \$ 12	626.24 \$	13.369.02	\$ 14,111.77	
Human Resources Specialist	ò	\$ 6,303.60			090.06 \$	7,485.68	\$ 7.879.99	
	2.5	_	φ 0,00.	.σο φ .,	φ	7, 100.00	Ψ 1,070.00	ψ 0,200.71
Judicial								
Municipal Court Judge	0.6						\$ 10,866.85	\$ 11,232.10
Court Administrator	1	\$ 7,971.28			034.31 \$	9,565.82	\$ 10,097.32	\$ 10,628.87
Court Clerk	4.5*	\$ 4,759.86			393.83 \$	5,711.83	\$ 6,027.79	\$ 6,345.80
Probation Officer	0.3	\$ 6,635.47		.72 \$ 7,	521.98 \$	7,963.01	\$ 8,406.26	\$ 8,847.40
Pro-tem Judge		\$65 per hour	•					
	6.4							
Municipal Services Department								
City Clerk	1	\$ 7.956.46	\$ 8,485	86 \$ 9.	016.65 \$	9,547.66	\$ 10.078.26	\$ 10,607.67
Deputy City Clerk	1	\$ 6,148.50	\$ 6,558	27 \$ 6.	970.06 \$	7,379.82	\$ 7,789.59	\$ 8,199,36
Public Records Specialist	0.85	\$ 5,738.09			502.66 \$	6,883.68	\$ 7,267,22	\$ 7.648.25
Administrative Specialist	1	\$ 5,388.93	\$ 5,750	96 \$ 6,	110.56 \$	6,467.70	\$ 6,827.28	\$ 7,186.88
Passport Acceptance Agent	1.5	\$ 4,526.53	\$ 4,827	07 \$ 5,	127.62 \$	5,430.46	\$ 5,733.29	\$ 6,033.47
	5.35							•
Finance/Info. Systems Department								
Finance Director	1	\$ 11,887.24			472.15 \$	14,264.67	\$ 15,057.18	\$ 15,848.42
Information Systems Manager	1	\$ 9,305.44				11,166.57	\$ 11,786.88	\$ 12,407.29
Accounting Supervisor	1	\$ 7,933.26			991.09 \$	9,519.97	. ,	\$ 10,577.75
Finance Specialist	2	\$ 5,363.28			074.25 \$	6,432.23	\$ 6,790.20	\$ 7,148.18
Accounting Clerk	0.6 <b>5.6</b>	\$ 4,876.43	\$ 5,202	80 \$ 5,	527.05 \$	5,853.41	\$ 6,177.66	\$ 6,501.91
	5.0							
Community Development: Planning & Building De	partmen	t						
Community Development Director	1	\$ 11,598.08	\$ 12,370	98 \$ 13,	143.87 \$	13,918.33	\$ 14,691.21	\$ 15,464.11
Senior Planner	1	\$ 7,592.62	\$ 8,099	08 \$ 8,	603.41 \$	9,112.00	\$ 9,616.33	\$ 10,122.79
Associate Planner	0	\$ 6,644.92	\$ 7,088	26 \$ 7,	531.61 \$	7,974.18	\$ 8,416.91	\$ 8,859.91
Assistant Planner	1	\$ 5,924.44	\$ 6,319	11 \$ 6,	713.78 \$	7,108.45	\$ 7,503.11	\$ 7,897.78
Community Programs Planner	1	\$ 6,644.92	\$ 7,088.	26 \$ 7,	531.61 \$	7,974.18	\$ 8,416.91	\$ 8,859.91
Urban Forest Planner	0.75	\$ 7,521.66	\$ 8,023		523.01 \$	9,026.84	\$ 9,526.46	\$ 10,028.18
Building Official	1	\$ 8,745.91	\$ 9,328	,		10,495.06	\$ 11,078.13	\$ 11,661.18
Permit Coordinator	8.0	\$ 5,644.06	\$ 6,020		396.28 \$	6,772.41	\$ 7,148.52	\$ 7,524.63
Permit Technician	0	\$ 5,107.74	\$ 5,448	12 \$ 5,	788.49 \$	6,128.87	\$ 6,469.25	\$ 6,809.62
	6.55							
Emergency Management								
Emergency Manager	1	\$ 8.568.62	\$ 8.802.	31 \$ 90	035.99 \$	9,269.69	\$ 9.503.38	\$ 10,776.97
	1	\$ 0,000.02	Ψ 0,00E.	ω. ψ ψ,	υυυ.υυ ψ	0,200.00	\$ 5,000.00	ψ 10,770.37
	-							

	FTE	Step 1	Step 2	Step 3		Step 4		Step 5		Step 6
Police Department										
Police Chief	1							\$	16,371.51	\$ 17,026.37
Commander	2	\$ 9,348.58	\$ 9,973.08	\$	10,595.04	\$	11,218.22	\$	11,841.49	\$ 13,375.18
Sergeant 2	4									\$ 10,651.00
Sergeant 1	0									\$ 10,119.00
Police Officer	9	\$ 7,204.00	\$ 7,775.00	\$	8,393.00	\$	9,004.00			
Detective	2	\$ 7,924.40	\$ 8,552.50	\$	9,232.30	\$	9,904.40			
Traffic Officer	2*	\$ 7,564.20	\$ 8,163.75	\$	8,812.65	\$	9,454.20			
K-9 Officer	1	\$ 7,564.20	\$ 8,163.75	\$	8,812.65	\$	9,454.20			
Support Services Officer	2*	\$ 5,725.00	\$ 6,135.00	\$	6,542.00	\$	6,961.00			
Records Specialist	2	\$ 5,524.00	\$ 5,721.00	\$	5,918.00	\$	6,112.00	\$	6,305.00	\$ 6,501.00
Domestic Violence Advocate	0.35	\$ 6,140.51	\$ 6,550.99	\$	6,959.08	\$	7,369.56	\$	7,777.65	\$ 8,188.14
	25.35									
Public Works Department										
Public Works Director	1	\$ 12,975.63	\$ 13,364.09	\$	14,200.46	\$	15,035.21	\$	15,869.80	\$ 16,706.34
Senior Project Manager	1*	\$ 8,881.47	\$ 9,369.33	\$	9,954.76	\$	10,540.68	\$	11,126.49	\$ 11,712.28
Project Manager	2	\$ 7,701.89	\$ 8,213.56	\$	8,727.47	\$	9,241.37	\$	9,755.28	\$ 10,266.96
Public Works Superintendent	1	\$ 6,871.66	\$ 7,330.60	\$	7,788.16	\$	8,245.72	\$	8,704.66	\$ 9,895.19
PW Admin. Assistant	0.5	\$ 5,107.74	\$ 5,448.12	\$	5,788.49	\$	6,128.87	\$	6,469.25	\$ 6,809.62
Lead Maintenance Worker	1	\$ 6,450.03	\$ 6,677.67	\$	6,905.34	\$	7,132.97	\$	7,360.63	\$ 7,588.28
Maintenance Worker	5	\$ 6,000.04	\$ 6,211.80	\$	6,423.57	\$	6,635.31	\$	6,847.09	\$ 7,058.87
Seasonal Maintenance Worker (Hourly)	2	\$ 23.35	\$ 24.81	\$	26.26	\$	27.73	\$	29.18	\$ 31.13
	13.5									

Total Positions in Preliminary Budget

66.25

New Position

Updated Title

Union Negotiations in Progress

Dependent upon Union Negotiations

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

## **2026 Amended Budgeted Positions and Salary Schedule** *Amounts on this schedule are monthly*

	FTE		Step 1		Step 2		Step 3		Step 4		Step 5		Step 6
Legislative Councilmembers	7											\$	800.00
Councimembers	,											Ф	800.00
Executive													
Mayor	0.5											\$	3,000.00
City Administrator	1											\$	19,136.47
Human Resources Director	1	\$	11,475.10	\$	12,240.09	\$	13,005.03	\$	13,770.09	\$	14,535.13	\$	15,300.14
Human Resources Specialist	0	\$	6,492.71	\$	6,898.50	\$	7,302.76	\$	7,710.25	\$	8,116.39	\$	8,545.00
	2.5	_											
Judicial													
Municipal Court Judge	0.6									\$	11.232.10	\$	11,571.35
Court Administrator	1	\$	8,210.42	\$	8,757.88	\$	9.305.34	\$	9.852.79	\$	10,400.24	\$	10,947.74
Court Clerk	4.5*	\$	4,902.66	\$	5,230.20	\$	5,555.64	\$	5,883.18	\$	6.208.63	\$	6.536.17
Probation Officer	0.3	ŝ	6.834.54		7,291.08		7.747.64		8.201.90	\$	8,658.45	\$	9,112.82
Pro-tem Judge	0.0	-	65 per hour		.,	•	.,	•	0,2000	_	0,000,10	*	0,112.02
	6.4	-											
Municipal Services Department		•	0.405.45		0.740 **		0.007.17		0.004.55		40.000.51	_	40.000.00
City Clerk	1	\$	8,195.15	\$	8,740.44		9,287.15	\$	9,834.09	\$	10,380.61	\$	10,925.90
Deputy City Clerk	1	\$	6,332.95	\$	6,755.01	\$	7,179.16	\$	7,601.22	\$	8,023.28	\$	8,445.34
Public Records Specialist	0.85	\$	5,910.23		6,302.03	\$	6,697.73	\$	7,090.19	\$	7,485.24	\$	7,877.70
Administrative Specialist	1 1.5	\$ \$	5,550.60 4,662.33	\$	5,923.49 4,971.89	\$ \$	6,293.87 5,281.44	\$	6,661.73 5.593.37	\$	7,032.10 5.905.29	\$	7,402.48
Passport Acceptance Agent	5.35	- <sup>φ</sup>	4,002.33	Φ	4,81 1.08	Φ	5,261.44	φ	5,585.57	Ф	5,905.29	\$	6,214.47
	0.00												
Finance/Info. Systems Department													
Finance Director	1	\$	12,243.86	\$	13,060.01	\$	13,876.31	\$	14,692.61	\$	15,508.89	\$	16,323.87
Information Systems Manager	1	\$	9,584.60	\$	10,223.53	\$	10,862.56	\$	11,501.56	\$	12,140.49	\$	12,779.51
Accounting Supervisor	1	\$	8,171.26	\$	8,716.06	\$	9,260.82	\$	9,805.57	\$	10,350.33	\$	10,895.08
Finance Specialist	2	\$	5,524.18	\$	5,889.71	\$	6,256.48	\$	6,625.19	\$	6,993.91	\$	7,362.62
Accounting Clerk	0.6	\$	5,022.73	\$	5,358.89	\$	5,692.87	\$	6,029.01	\$	6,362.99	\$	6,696.97
	5.6												
Community Development: Planning & Building	ng Dena	rtm	ent										
Community Development Director	1	\$	11,946.02	\$	12.742.10	\$	13,538.19	\$	14,335.88	\$	15.131.95	\$	15,928.03
Senior Planner	1	\$	7.820.40	\$	8.342.05	\$	8.861.52	\$	9.385.36	\$	9.904.82	\$	10,426.47
Associate Planner	0	\$	6,844.27	\$	7,300.91	\$	7,757.56	\$	8,213.40	\$	8,669.42	\$	9,125.70
Assistant Planner	1	\$	6,102.17	\$	6,508.68	\$	6,915.19	\$	7,321.70	\$	7,728.21	\$	8,134.72
Community Programs Planner	1	\$	6,844.27	\$	7,300.91	\$	7,757.56	\$	8,213.40	\$	8,669.42	\$	9,125.70
Urban Forest Planner	0.75	\$	7,747.31	\$	8,264.09	\$	8,778.70	\$	9,297.64	\$	9,812.25	\$	10,329.03
Building Official	1	\$	9,008.28	\$	9,608.81	\$	10,209.37	\$	10,809.91	\$	11,410.47	\$	12,011.02
Permit Coordinator	0.8	\$	5,813.38	\$	6,200.66	\$	6,588.17	\$	6,975.58	\$	7,362.98	\$	7,750.37
Permit Technician	0	\$	5,260.97	\$	5,611 <b>.56</b>	\$	5,962.15	\$	6,312.74	\$	6,663.33	\$	7,013.91
	6.55												
Emergency Management													
Emergency Manager	1	\$	8.825.68	\$	9.066.38	\$	9.307.07	\$	9.547.78	\$	9.788.48	\$	11.100.28
Emorgonoy managor	<del>-</del>	- *	5,020.00	*	3,000.00	*	3,001.01	•	3,0 11 .70	•	3,1 0010	Ψ	, 100.20
	-												

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Department							
Police Chief	1						\$ 17,537.16
Commander	2	\$ 9,769.27	\$ 10,421.87	\$ 11,071.82	\$ 11,723.04	\$ 12,374.36	\$ 13,977.07
Sergeant 2	4						\$ 11,130.00
Sergeant 1	0						\$ 10,575.00
Police Officer	9	\$ 7,529.00	\$ 8,125.00	\$ 8,771.00	\$ 9,409.00		
Detective	2	\$ 8,281.90	\$ 8,937.50	\$ 9,648.10	\$ 10,349.90		
Traffic Officer	2*	\$ 7,905.45	\$ 8,531.25	\$ 9,209.55	\$ 9,879.45		
K-9 Officer	1	\$ 7,905.45	\$ 8,531.25	\$ 9,209.55	\$ 9,879.45		
Support Services Officer	2*	\$ 5,983.00	\$ 6,411.00	\$ 6,836.00	\$ 7,274.00		
Records Specialist	2	\$ 5,772.00	\$ 5,979.00	\$ 6,184.00	\$ 6,387.00	\$ 6,589.00	\$ 6,794.00
Domestic Violence Advocate	0.35	\$ 6,324.73	\$ 6,747.51	\$ 7,167.85	\$ 7,590.64	\$ 8,010.98	\$ 8,433.78
	25.35						
Public Works Department							
Public Works Director	1	\$ 13,364.90	\$ 13,765.01	\$ 14,626.47	\$ 15,486.27	\$ 16,345.89	\$ 17,207.53
Senior Project Manager	1	\$ 9,147.92	\$ 9,650.41	\$ 10,253.41	\$ 10,856.90	\$ 11,460.29	\$ 12,063.65
Project Manager	2*	\$ 7,932.95	\$ 8,459.97	\$ 8,989.29	\$ 9,518.62	\$ 10,047.94	\$ 10,574.97
Public Works Superintendent	1	\$ 7,077.81	\$ 7,550.52	\$ 8,021.81	\$ 8,493.09	\$ 8,965.80	\$ 10,192.05
PW Admin. Assistant	0.5	\$ 5,260.97	\$ 5,611.56	\$ 5,962.15	\$ 6,312.74	\$ 6,663.33	\$ 7,013.91
Lead Maintenance Worker	1	\$ 6,450.03	\$ 6,677.67	\$ 6,905.34	\$ 7,132.97	\$ 7,360.63	\$ 7,588.28
Maintenance Worker	5	\$ 6,000.04	\$ 6,211.80	\$ 6,423.57	\$ 6,635.31	\$ 6,847.09	\$ 7,058.87
Seasonal Maintenance Worker (Hourly)	13.5	\$ 24.05	\$ 25.55	\$ 27.05	\$ 28.56	\$ 30.06	\$ 32.06

**Total Positions in Preliminary Budget** 

66.25

New Position

**Updated Title** 

Union Negotiations in Progress

Dependent upon Union Negotiations

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

# Budget Amendment

Finance Department

Lindsey Vaughn

Finance Director



GENERAL FUND 001					
Title	Revenue(R)/Expend.(E)	Adjustment Type 1	2025-2026 Adjustment Amount	Total Revenue	<u>Total</u> Expenditure
Police Services: Overtime Reimbursed for Security Services	R		\$ 165,000	\$165,000	
Pass-through revenue					
Police Dept: Accreditation Incentive Grant (pass-through for PD)	R		\$ 43,478	\$ 43,478	
General Fund Revenue Adjustment Total			\$ 208,478	\$208,478	
Court Salaries: Probation Officer hour increase to .3 from .2	Е		\$ 19,000		\$ 19,000
Court Salaries: Probation Officer hour increase to .3 from .2	Ε		\$ 2,000		\$ 2,000
Police Salaries per CBA 2025 & 2026	Ε		\$ 45,000		\$ 45,000
Police Overtime (Pass-through supported by outside revenue)	Ε		\$ 165,000		\$ 165,000
Police Benefits per CBA 2025 & 2026	Е		\$ 7,500		\$ 7,500
Police Dept: Supplies	E		\$ 17,206		\$ 17,206
Poice Dept: Office Equipment	Ε		\$ 18,000		\$ 18,000
Police Dept: Dues & Subscription Star Chase	E		\$ 8,273		\$ 8,273
Court/Municipal Services: Laserfische	Ε		\$ 12,000		\$ 12,000
Parks: Equipment Purchase Gate for Lyon Creek Preserve	Ε		\$ 15,000		\$ 15,000
Facilities: Professional Services	Ε		\$ 30,000		\$ 30,000
Facilities: Repairs & Maintenance	Е		\$ 90,000		\$ 90,000
General Fund Expenditure Adjustment Total			\$ 428,978		\$ 428,978
Total Net Change to the General Fund			\$(220,500)		ll e

Section 7, ItemA.

TRAFFIC SAFETY FUND 0	02				
<u>Title</u>	Revenue(R)/Expend.(E)	Adjustment Type 1	2025-2026 Adjustment Amount	<u>Total</u> <u>Revenue</u>	<u>Total</u> Expenditure
Traffic Safety Fund Revenue Adjustment Total			\$ -	\$ - \$ -	
Court: Supplies Court: Small Tools & Equipment Professional Services	E E E		\$ 3,500 \$ 20,000 \$ 3,000		\$ 3,500 \$ 20,000 \$ 3,000
Transfer Out to Vehicle Replacement Fund 501	Е		\$ 169,886		\$ 169,886
Traffic Safety Fund Expenditure Adjustment Total			\$ 196,386		\$ 196,386
Total Net Change to the Traffic Safety Fund			\$(196,386)		

SURFACE WATER CAPITAL FU	ND 40	4		
<u>Title</u>		2025-2026 Budget Amount	<u>Total</u> <u>Revenue</u>	<u>Total</u> <u>Expenditure</u>
Surface Water Capital Revenue Adjustment Total		\$ -	\$ -	
Public Works Yard Materials Bin Cover Change Order Cont. Soils, etc. Surface Water Capital Fund Expenditure Adjustment Total Total Net Change to the Surface Water Capital Fund	E	\$ 133,000 \$ 133,000 (133,000)		\$ 133,000 \$ 133,000

VEHICLE & EQUIPMENT REPLACEME	NIFU	JND 501			
<u>Title</u>		2025-2026 Budget Amount	Total Revenue		otal nditure
Transfer In from Traffic Safety Fund 002 Police Vehicles	R	\$ 169,886	\$169,886		
Vehicle and Equipment Revenue Adjustment Total		\$ 169,886	\$ 169,886		
Public Works Equipement: Maintenance Sweeper Repairs	Е	\$ 34,000		\$	34,000
Police Department Vehicle Replacement	E	\$ 348,580		\$ 3	48,580
Public Works Vehicles: Replacement	E	\$ 510,338		\$ 5	10,338
Vehicle & Equipment Fund Expenditure Adjustment Total		\$ 892,918		\$ 8	92,918
Total Net Change to the Vehicle & Equipment Fund		\$(723,032)			

## Salary Schedule Exhibit A

- Increased Probation Officer
  - 0.2 to 0.3 FTE = 8 to 12 hours/week
- Police Department Salaries
  - Updated to match CBA



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date August 14, 2025

**Originating Department** Executive

Contact Person Phillip Hill, City Administrator

**Title** Approval of Resolution 25-2023/Authorizing the Mayor to execute the

Purdue Pharma/Sackler Family Washington State-Wide Opioid

Settlement Agreement and the Washington State-Wide Opiod Settlement

Agreement with eight manufacturers of generic opioids.

#### **Legislative History**

- First Presentation/Action April 28, 2022, Resolution 1845, executing the One Washington Memorandum of Understanding
- Second Presentation/Action September 8, 2022, Resolutions 1854 and 1855 executing the Allocation Agreement and Participation Forms
- Third Presentation/Action March 23, 2023, Resolution 23-1888 and 1889 executing the second Allocation Agreement and Participation Forms
- Fourth Presentation/Action April 25, 2024, Resolution 24-1951 executing the third settlement Participation Form
- Fifth Presentation/Action July 11, 2024, Resolution 24-1959 executing the fourth settlement Participation Form
- Sixth Presentation/Action August 14, 2025, Resolution 25-2023 executing the Purdue Pharma/Sackler Family and eight manufacturers of generic opioids settlement Allocation Agreement and Participation and Release Forms

#### **Attachments:**

- 1. Resolution 25-2023 Authorizing Execution of the Purdue Pharma/Sackler Family, and eight manufacturers of generic opioids Allocation Agreement and Participation and Release Forms;
- 2. Subdivision Participation and Release Forms for Purdue/Sackler Family (Shareholders); Alvogen; Anneal; Apotex; Hikma; Indivior; Mylan; Sun; Zydus (pdf 1 28);

Washington State Allocation Agreement Governing The Allocation Of Opioid Settlement Funds paid by Purdue Pharma and the eight manufacturers of generic opioids (pdf 29-78).

3. Chart of additional remediation uses for settlement funds

#### **Executive Summary**

This agenda item seeks City Council authorization for the Mayor to execute the Allocation Agreement and the Participation and Release Forms for settlement with the Purdue Pharma/Sackler Family and eight manufacturers of generic opioids. As this is based on the original One Washington Memorandum of Understanding that the city entered into in 2022 and utilizes the same allocation formula and results in revenue to the city, the administration requests suspension of the three-touch rule to move this item forward.

#### **Background**

Multiple states, counties, and cities throughout the nation have brought lawsuits over the last few years against various entities within the pharmaceutical supply chain who manufacture, distribute, and dispense prescription opioids (the "Opioid Distributors"). The State of Washington has now reached a settlement with another Opioid Distributor and eight manufacturers.

Washington cities and counties with populations over 10,000 can join these settlements, and if a sufficient number join, they will receive funds that must be spent on efforts to combat the opioid epidemic. The proceeds can only be used for approved purposes as outlined in the agreements, such as treatment for opioid use disorder ("OUD"), support for people in treatment and recovery, providing connections to care for people who have—or are at risk of developing—OUD, addressing the needs of persons with OUD in the criminal justice system, training, and research. There are items that these nine settlement agreements authorize funds can be spent on that were not included in prior settlement agreements. A chart with those items is included for your review. Local governments can spend the money directly or pool the money with other local governments on a regional basis.

The Allocation Agreement outlines how funds will be split between the State and eligible cities and counties. While the City could choose not to sign the Allocation Agreement, doing so may result in the City not receiving any of the settlement proceeds and could jeopardize the total amount received in the State of Washington.

#### **Fiscal & Policy Implications**

The City's execution of the Allocation Agreement and the Participation and Release Forms will guarantee that the City receives a portion of the settlement proceeds if the agreements are finalized.

The full settlement amount is for \$122.3M with the State of Washington, with the city of Lake Forest Park receiving 0.0525439124% of that total, or roughly \$304,097.89 payable over 15 years, if all eligible cities and counties join the settlement.

The balance of funds received by the city through various prior settlements at the end of 2026 will be roughly \$56,967. The administration provided Narcan and appropriate training through the police department for all city employees at a cost of approximately \$4,771 and Council made its first allocation to community partners from this fund in the 2025-2026 biennial budget, to Hopestream Community for \$20,000.

#### **Staff Recommendation**

Suspend the three-touch rule and adopt Resolution 25-2023 authorizing the Mayor to execute the Allocation Agreement and the Participation and Release Forms related to the allocation and use of opioid litigation settlement proceeds from Purdue Pharma/Sackler Family, Alvogen, Anneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

#### **RESOLUTION NO. 25-2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS NECESSARY TO PARTICIPATE IN THE PURDUE PHARMA/SACKLER FAMILY AND OTHER GENERIC MANUFACTURERS' OPIOID SETTLEMENT AGREEMENT

**WHEREAS**, multiple states, counties, and cities throughout the nation have brought lawsuits over the last few years against various entities within the pharmaceutical supply chain that manufacture, distribute, and dispense prescription opioids; and

**WHEREAS**, Washington cities and counties with populations over 10,000 can join this settlement with Purdue Pharma/Sackler Family, along with manufacturers Alvogen, Anneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, and if a sufficient number join, they will receive funds that must be spent on efforts to combat the opioid epidemic; and

**WHEREAS**, the City Council finds it is in the best interest of the City to execute the Subdivision Participation and Release Forms for Purdue Pharma/Sackler Family, along with manufacturers Alvogen, Anneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

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

<u>Section 1. AUTHORIZATION</u>. The City Council of the City of Lake Forest Park authorizes the administration to finalize the participation forms, and authorizes the Mayor to sign the Subdivision Participation and Release Forms and the Allocation Agreement for Purdue Pharma/Sackler Family, Alvogen, Anneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus included as Attachment 1.

<u>Section 2. CORRECTIONS.</u> 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 14th day of August, 2025.

APPROVED:

Thomas French	Thomas French Mayor			
Thomas French				
Thomas French				
		Thomas French		

ATTEST/AUTHENTICATED:

Matt McLean City Clerk

FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL: RESOLUTION NO.: 25-2023



Resolution No. 25-2023

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#### **EXHIBIT K**

#### **Subdivision Participation and Release Form**

Governmental Entity:City of Lake Forest Park	State: Washington
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "Agreement")<sup>1</sup>, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com">https://nationalopioidsettlement.com</a>.
- 3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

K-1

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<sup>&</sup>lt;sup>1</sup> Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

- 7. The Governmental Entity has the right to enforce the Agreement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
- 9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

- 10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
- 11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
- 12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

- 13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
- 14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	

#### **EXHIBIT K**

#### **Subdivision Participation and Release Form**

Governmental Entity:City of Lake Forest Park	State:Washington
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Alvogen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Alvogen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Alvogen Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Alvogen Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com/additional-settlements/">https://nationalopioidsettlement.com/additional-settlements/</a>.
- 3. The Governmental Entity agrees to the terms of the Alvogen Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Alvogen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Alvogen Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Alvogen Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Alvogen Settlement.

- 7. The Governmental Entity has the right to enforce the Alvogen Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Alvogen Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Alvogen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Alvogen Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Alvogen Settlement.
- 10. In connection with the releases provided for in the Alvogen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Alvogen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Alvogen Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Alvogen Settlement in any respect, the Alvogen Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	

#### **EXHIBIT K**

#### **Subdivision Participation and Release Form**

Governmental Entity:City of Lake Forest Park	State:Washington
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Amneal Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Amneal Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Amneal Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Amneal Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com/additional-settlements/">https://nationalopioidsettlement.com/additional-settlements/</a>.
- 3. The Governmental Entity agrees to the terms of the Amneal Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Amneal Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Amneal Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Amneal Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Amneal Settlement.

- 7. The Governmental Entity has the right to enforce the Amneal Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Amneal Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Amneal Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Amneal Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Amneal Settlement.
- 10. In connection with the releases provided for in the Amneal Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Amneal Settlement.

11. Nothing herein is intended to modify in any way the terms of the Amneal Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Amneal Settlement in any respect, the Amneal Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:		
-		
Name:	-	
Title:		
Date:		

#### **EXHIBIT K**

#### **Subdivision Participation and Release Form**

Governmental Entity:City of Lake Forest Park	State:Washington
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Apotex Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Apotex Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Apotex Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Apotex Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com/additional-settlements/">https://nationalopioidsettlement.com/additional-settlements/</a>.
- 3. The Governmental Entity agrees to the terms of the Apotex Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Apotex Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Apotex Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Apotex Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Apotex Settlement.

- 7. The Governmental Entity has the right to enforce the Apotex Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Apotex Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Apotex Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Apotex Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Apotex Settlement.
- 10. In connection with the releases provided for in the Apotex Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Apotex Settlement.

11. Nothing herein is intended to modify in any way the terms of the Apotex Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Apotex Settlement in any respect, the Apotex Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
rvaine.	
Title:	
Date:	

### **EXHIBIT K**

### **Subdivision Participation and Release Form**

Governmental Entity:City of Lake Forest Park	State:Washington
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Hikma Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Hikma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Hikma Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Hikma Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com/additional-settlements/">https://nationalopioidsettlement.com/additional-settlements/</a>.
- 3. The Governmental Entity agrees to the terms of the Hikma Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Hikma Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Hikma Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Hikma Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Hikma Settlement.

- 7. The Governmental Entity has the right to enforce the Hikma Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Hikma Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Hikma Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Hikma Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Hikma Settlement.
- 10. In connection with the releases provided for in the Hikma Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Hikma Settlement.

11. Nothing herein is intended to modify in any way the terms of the Hikma Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Hikma Settlement in any respect, the Hikma Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	

### EXHIBIT K

### **Subdivision Participation and Release Form**

Governmental Entity:City of Lake Forest Park	State:Washington
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Indivior Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Indivior Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Indivior Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Indivior Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com/additional-settlements/">https://nationalopioidsettlement.com/additional-settlements/</a>.
- 3. The Governmental Entity agrees to the terms of the Indivior Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Indivior Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Indivior Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Indivior Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Indivior Settlement.

- 7. The Governmental Entity has the right to enforce the Indivior Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Indivior Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Indivior Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Indivior Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Indivior Settlement.
- 10. In connection with the releases provided for in the Indivior Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Indivior Settlement.

11. Nothing herein is intended to modify in any way the terms of the Indivior Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Indivior Settlement in any respect, the Indivior Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:		
Name:		
Title:		
Date:		

### **EXHIBIT K**

### **Subdivision Participation and Release Form**

Governmental Entity:City of Lake Forest Park	State:Washington
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Mylan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Mylan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Mylan Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Mylan Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.
- 3. The Governmental Entity agrees to the terms of the Mylan Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Mylan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Mylan Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Mylan Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Mylan Settlement.

- 7. The Governmental Entity has the right to enforce the Mylan Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Mylan Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Mylan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Mylan Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Mylan Settlement.
- 10. In connection with the releases provided for in the Mylan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Mylan Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Mylan Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Mylan Settlement in any respect, the Mylan Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	

### **EXHIBIT K**

### **Subdivision Participation and Release Form**

Governmental Entity: City of Lake Forest Park	State:Washington
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Sun Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Sun Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Sun Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Sun Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com/additional-settlements/">https://nationalopioidsettlement.com/additional-settlements/</a>.
- 3. The Governmental Entity agrees to the terms of the Sun Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Sun Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Sun Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Sun Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Sun Settlement.

- 7. The Governmental Entity has the right to enforce the Sun Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sun Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sun Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Sun Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Sun Settlement.
- 10. In connection with the releases provided for in the Sun Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Sun Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Sun Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Sun Settlement in any respect, the Sun Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
111101	
Date:	

### **EXHIBIT K**

### **Subdivision Participation and Release Form**

Governmental Entity:City of Lake Forest Park	State:Washington
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated [date] ("Zydus Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Zydus Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Zydus Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Zydus Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com/additional-settlements/">https://nationalopioidsettlement.com/additional-settlements/</a>.
- 3. The Governmental Entity agrees to the terms of the Zydus Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Zydus Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Zydus Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Zydus Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Zydus Settlement.

- 7. The Governmental Entity has the right to enforce the Zydus Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Zydus Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Zydus Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Zydus Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Zydus Settlement.
- 10. In connection with the releases provided for in the Zydus Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Zydus Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Zydus Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Zydus Settlement in any respect, the Zydus Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
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Title:	
Date:	

# WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY THE PURDUE BANKRUPTCY, SACKLERS, AND CERTAIN OPIOID MANUFACTURERS

### **JULY 24, 2025**

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by the Purdue Bankruptcy, Sacklers, and Certain Opioid Manufacturers (the "Allocation Agreement IV") governs the distribution of funds obtained from (1) the Purdue Bankruptcy and Sackler Direct Claims Settlement, (2) the Alvogen Settlement, (3) the Amneal Settlement, (4) the Apotex Settlement, (5) the Hikma Settlement, (6) the Indivior Settlement, (7) the Mylan Settlement, (8) the Sun Settlement, and (9) the Zydus Settlement in connection with the resolution of any and all claims by the State of Washington and the eligible counties, cities, and towns in Washington State ("Local Governments") against the Settling Entities defined in the respective Settlement Agreements via the following settlements and bankruptcy plan of reorganization:

- (1) The 13<sup>th</sup> Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the "Purdue Plan"), including and amendments thereto and all "Plan Documents" as defined therein, if the "Effective Date" as defined therein has occurred; (2) the Master Settlement Agreement By and Among the Master Disbursement Trust, Each of the Parties Listed On Exhibit A Hereto, Each of the Parties Listed on Exhibit B Hereto, the Sackler Parties' Representative and PR L.P. and any subsequent amendments, and (3) Government Entity & Shareholder Direct Settlement Agreement and any subsequent amendments (collectively, the "Purdue Bankruptcy and Sackler Direct Claims Settlement").
- Alvogen Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Alvogen Settlement").
- Amneal Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Amneal Settlement").
- Apotex Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Apotex Settlement").
- Hikma Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Hikma Settlement").
- Indivior Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Indivior Settlement").
- Mylan Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Mylan Settlement").
- Sun Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Sun Settlement")

• Zydus Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Zydus Settlement")

Collectively, the Purdue Bankruptcy and Sackler Settlement, Alvogen Settlement, Amneal Settlement, Apotex Settlement, Hikma Settlement, Indivior Settlement, Mylan Settlement, Sun Settlement, and the Zydus Settlement shall be referred to as "the Settlements". The Settlements can be accessed at <a href="https://nationalopioidsettlement.com/">https://nationalopioidsettlement.com/</a> and the Purdue Plan can be accessed at <a href="https://restructuring.ra.kroll.com/purduepharma/Home-">https://restructuring.ra.kroll.com/purduepharma/Home-</a>

<u>DocketInfo?DocAttribute=4218&DocAttrName=PlanDisclosureStatement&MenuID=9013&AttributeName=Plan%20%26%20Disclosure%20Statement</u>. The terms and definitions of each of the respective Settlements are incorporated into this Allocation Agreement IV, and any undefined terms in this Allocation Agreement IV are as defined in the Settlements.

- 1. This Allocation Agreement IV is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement IV shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
- 2. This Allocation Agreement IV shall become effective with respect to a Settlement only if all of the following occur:
  - A. The State of Washington joins such Settlement and becomes a Settling State as provided for in the respective Settlement and, with respect to the Purdue Bankruptcy and Sackler Settlement the State of Washington votes in favor of the Purdue Plan or does not vote against the Purdue Plan, and does not object to the confirmation of the Purdue Plan.
  - B. Such Settlement becomes final and effective and a Consent Judgment that applies to Washington is filed and approved as provided for in the respective Settlement. For the Purdue Bankruptcy, the "Effective Date" as defined in the Purdue Plan has occurred.
  - C. The number of Local Governments that execute and return this Allocation Agreement IV satisfies the participation requirements for a State-Subdivision Agreement as specified in such Settlement.
- 3. <u>Requirements to become a Participating Local Government</u>. To become a Participating Local Government that can participate in this Allocation Agreement IV with respect to any one of the Settlements, a Local Government must do all of the following:
  - A. The Local Government must execute and return this Allocation Agreement IV.

- B. The Local Government must do the following:
  - i. Release its claims against the Settling Entities identified in the respective Settlements and agree to be bound by the terms of the

- Settlements by timely executing and returning the Participation Form for that Settlement and any other necessary documents.
- ii. Additionally, for the Purdue Bankruptcy and Sackler Direct Claims Settlement, either (1) vote in favor of or (2) abstain from voting on the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, and (3) not object to the confirmation of the Purdue Plan.
- C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
- D. Each Local Government that is eligible to participate in this Allocation Agreement IV has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement IV, the Local Government agrees and affirms that the MOU applies to and shall govern the LG Share, as defined below, as modified by this Allocation Agreement IV for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a "Participating Local Government" for that Settlement. A Local Government can be a "Participating Local Government" for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

- 4. The allocations set forth in this Allocation Agreement IV apply to the following, all of which collectively shall be referred to as the "Washington Abatement Amount":
  - A. For the Purdue Bankruptcy and Sackler Settlement, all amounts (collectively, "Washington Distributions") that are apportioned to Washington as Estate Distributions or from the Shareholder Direct Settlement Portion, including, without limitation, those to Washington's State Fund, Remediation Accounts Fund, Subdivision Fund, Direct Payment, Earned Direct Payment, and Estate Distributions for Washington and all Participating Local Governments for the Purdue Bankruptcy and Sackler Settlement, *provided*, however, that for the purposes of the allocations set forth in this Allocation Agreement IV, Washington Distributions shall not include State's Fees and Costs (as defined below). This Allocation Agreement IV shall be considered a State-Subdivision

- Agreement under the Government Entity & Shareholder Direct Settlement Agreement.
- B. For the Alvogen Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- C. For the Amneal Settlement, the State of Washington's (1) State Allocation and (2) Additional Remediation Amount.
- D. For the Apotex Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- E. For the Hikma Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- F. For the Indivior Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- G. For the Mylan Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- H. For the Sun Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- I. For the Zydus Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary depending on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

5. The (1) Amneal Settlement, (2) Hikma Settlement, and (3) Indivior Settlement each provide the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value as specified in those Settlements of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product for each of those Settlements. If the State elects to obtain Settlement Product for a particular Settlement, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement IV, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash conversion value assigned to it in the respective Settlement Agreements, i.e., the "Settlement Product Cash Conversion Amount" or the "Cash Conversion Amount" identified in those settlements.

- 6. The allocations set forth in this Allocation Agreement IV do not apply to (i) the State Cost Fund, State AG Fees and Costs, State Expense Fund, State AG Fees, State Direct Expenses, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or via Fee Petitions or that are paid directly or indirectly via the Settlements or court order to the State of Washington and/or its outside counsels ("State's Fees and Costs") or to (ii) any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan, which provides for a Local Government Fee Fund.
- 7. This Allocation Agreement IV and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement IV combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)
- 8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement IV shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement IV and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
- 9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
- 10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
  - A. Fifty percent (50%) to the State of Washington ("State Share").
  - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
- 11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 1 as amended and modified in this Allocation Agreement IV.
- 12. For purposes of this Allocation Agreement IV only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

- A. Exhibit A of the MOU is replaced by the Exhibit specifying the List of Opioid Remediation Uses for each of the respective Settlements, which generally can be found at Exhibit E of the respective Settlements.
- B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue any of the settling entities that are covered by this Allocation Agreement.
- C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.
- D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlements and expressly includes the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.
- E. The MOU is amended to add new Section C.4.g.vIV, which provides as follows:

"If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel ("Regional OAC") as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.IVi of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension."

F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Settlement Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from a Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, as well as the Purdue Plan, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement IV shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of

- the MOU shall be the percentage set forth in that contingency fee agreement.
- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements as well as any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement IV apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
- L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
- 13. In connection with the execution and administration of this Allocation Agreement IV, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
- 14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement IV as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
- 15. If any party to this Allocation Agreement IV believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
- 16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement IV.
- 17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.

- 18. Venue for any legal action related to this Allocation Agreement IV (separate and apart from the MOU or the Settlements) shall be in King County, Washington. Washington law shall govern any dispute.
- 19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement IV have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement IV.

### FOR THE STATE OF WASHINGTON:

NICHOLAS W. BROWN Attorney General

JEFFREY G. RUPERT

Division Chief

Date: 7 - 29 - 2025

### FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government:
Authorized signature:
Name:
Title:
Date:

## EXHIBIT 1 One Washington Memorandum of Understanding Between Washington Municipalities

### 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) predefined 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, 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 outcomerelated 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 Rohrback L.LP.; (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. 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.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington			
Municipalities is signed this	day of	, 2022 by:	
Name & Title			
On behalf of			

4894-0031-1574, v. 2

## **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. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>

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. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED</u> (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. <u>FIRST RESPONDERS</u>

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. <u>LEADERSHIP, PLANNING AND COORDINATION</u>

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. <u>RESEARC</u>H

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.

	Local	
County	Government	% Allocation

#### **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**

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

#### **Clallam County**

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

	Local	
County	Government	% Allocation
Clark Co	<u>unty</u>	
	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	a County	
Columbia	Columbia County	0.0561699537%
	Dayton	0.030103333770
	Starbuck	
	County Total:	0.0561699537%
	County rotal.	0.030103333776
Cowlitz (	<u>County</u>	
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
Douglas	County	
Douglas	Douglas County	0.3932175175%
	Bridgeport	0.555217517570
	Coulee Dam***	
	East Wenatchee	0.0799810865%
		0.079301000370
	Manstiald	
	Mansfield Rock Island	
	Rock Island	
	Rock Island Waterville	0.4731986040%
	Rock Island	0.4731986040%
Ferry Co	Rock Island Waterville County Total:	0.4731986040%
Ferry Co	Rock Island Waterville County Total:	0.4731986040% 0.1153487994%
Ferry Co	Rock Island Waterville County Total:	
Ferry Co	Rock Island Waterville County Total: unty Ferry County	

	Local	
County	Government	% Allocation

#### **Franklin County**

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

#### **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%

	Local	
County	Government	% Allocation

#### **Grays Harbor County**

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

#### **Island County**

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

#### **Jefferson County**

County Total:	0.4417137380%
Port Townsend	
Jefferson County	0.4417137380%

	Local	
County	Government	% Allocation
King Cou	nty	
	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%

	Local	
County	Government	% Allocation
Kitsap Co	<u>ounty</u>	
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
Kittitas C	County	
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
<b>Klickitat</b>	<u>County</u>	
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
Lewis Co	untv	
<u>LCW15 CO</u>	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	0.1303333370
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	vauci	

Winlock

**County Total:** 1.2687367832%

	Local	
County	Government	% Allocation

#### **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

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

#### **Pacific County**

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

	Local	
County	Government	% Allocation

#### **Pend Oreille County**

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

#### **Pierce County**

0353733363%
2816374617%
1083157569%
3845704814%
5253640894%
0859963345%
1955185481%
0000000000%
0048016791%
1190773864%
0628522112%
2310164020%

#### San Juan County

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

	Local	
County	Government	% Allocation
County	Government	70 Anocation
Skagit Co	ounty	
	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%
<u>Skamani</u>	a County	
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
<u>Snohomi</u>	<u>sh County</u>	
	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%

County         Government         % Allocation           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           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         0.0596582197%           Cathlamet         0.0596582197%			
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	Local	
County	Government	% Allocation
County	Government	% Allocation

#### **Walla Walla County**

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

#### **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**

	County Total:	0.4841643328%
Unionto	wn	
Tekoa		
St. John		
Rosalia		
Pullman		0.2214837491%
Palouse		
Oakesda	le	
Malden		
Lamont		
LaCrosse		
Garfield		
Farmingt	on	
Endicott		
Colton		
Colfax		
Albion		
Whitman	n County	0.2626805837%

	Local	
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#### Yakima County

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.

#### **REVIEW**

#### **EXHIBIT E – LIST OF OPIOID REMEDIATION USES**

Section:	Number/Letter:	Omitted:	Addition:
Schedule A Core Strategies	A. – I.		See pages E-1 through E-3
Part One: Treatment - A.	a – e	See page 1 of original Opioid Abatement Strategies	
A.	11.		Offer scholarships and support for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
B.	13.		Create or support culturally appropriate services and programs for person with OUD and any co-occurring SUD/MH Conditions, including new Americans.
B.	14.		Create and/or support recovery high schools.
B.	15.		Hire or train behavioral health workers to provide or expand any of the services or supports listed above.
C.	10.	See page 4 of original Opioid Abatement Strategies	

Section:	Number/Letter:	Omitted:	Addition:
C.	16.	See page 4 of original Opioid Abatement Strategies	
C.	17.	See page 4 of original Opioid Abatement Strategies	
C.	5.		Expand services such as navigators and on-call teams to being MAT in hospital emergency departments.
C.	11.		Expand warm hand-off services to transition to recovery services.
D.	g.	See page 5 of original Opioid Abatement Strategies	
E.	2.		Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
E.	4.		Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infantneed dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
Part Two: Prevention - F.	a.	See page 8 of original Opioid Abatement Strategies	
F.	1.		Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids

Section:	Number/Letter:	Omitted:	Addition:
			for Chronic Pain for the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
H.	2.	See page 9 of original Opioid Abatement Strategies	
H.	9.		Syringe service programs and other evidence- informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
Part Three: Other Strategies - I.		In addition to items C8, D1 through D7, H1, H3, and H8, support the following:	In addition to items in section C, D and H relating to first responders, support the following:
I.	1.	See page 10 of original Opioid Abatement Strategies	
I.	2.		Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.
J.	1.		added Statewide planning
J.	2.		(a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified

Section:	Number/Letter:	Omitted:	Addition:
			through collaborative statewide, regional, local or community processes.
L.	7.		Epidemiological surveillance of OUD-related behaviors in critical populations. Including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.
L.	8.		Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
L.	9.		Geospatial analysis of access barriers to Mat and their association with treatment engagement and treatment outcomes.

# City Administrator Report City of Lake Forest Park

Date: August 14, 2025

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Tom French

Leadership Team

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

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

#### I. Intergovernmental and local issues update.

#### **Police Department**

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#### Police incidents heatmap for **July 2025**:

Each blue dot is an incident generated by dispatch or an officer.

This map represents **1085** Call Incidents in **July**See Traffic Stats in Traffic Safety Section

Questionable Activity	44
Contact of a Person	38
911 Call	36
Behavioral Health	30
Area Check	29
Alarm	23
Warrants	21
Welfare Check	19
Theft	16
Disturbance	8
Fireworks Complaint	7
Civil	6
Animal	6
Special Event	6
Domestic Incident	6

#### Case Reports Taken for July 2025

Theft	9
Informational report	4
Domestic	3
Burglary	3
Warrant arrest	3
Malicious mischief	2
Property, found	2
Order Violation	2
Assist outside agency	2
Trespass	2

Behavioral Health	2
Disturbance	1
Assault	1
Property, lost	1
MV theft	1
Forgery	1
Weapons violation	1
Fraud	1
APS	1
Hit-and-run	1

#### **Total** – 43

#### **Notable Incidents:**

#### **Trespass**

A community member called 911 regarding four subjects at the LFP Civic Club who were creating a disturbance. They left before the officers arrival.

#### Burglary

Residential burglary at the Norr Laken Apt. A subject used a pry bar to force entry and steal a few items. No leads at this time. Investigation in progress.

#### Welfare check

Community member called 911 because they were concerned about a transient laying down on NE 187<sup>th</sup> St & 53<sup>rd</sup> AVE NE. Officers arrived, made sure that he was ok, and offered resources. Unfortunately, the subject refused.

#### **Domestic Violence**

Verbal DV. Both parties were advised about DV laws.

DV physical and order violation in progress. The suspect left before the officers' arrival. The case was filed with King County Prosecuting Attorney's Office.

Verbal DV at 12 Degrees North. No crime at this time. Both parties were warned.

#### Theft

Theft in progress at the town center. The officers responded quickly, the suspect was arrested, and the stolen items were recovered.

Theft in progress at Safeway. The suspect was caught, arrested and transported to jail.

Page 3 of 13

#### **Assist**

K9 Bella assisted Bothell PD with a "sniff "on a suspicious vehicle. Positive "hit".

#### **Exposing**

This call started as an "Expositing Incident" but in reality, was a transient who urinated behind the bus stop. Several calls related to this subject during the weekend.

#### Disturbance

A customer at the Chevron gas station started to yell at the employee. Mountlake Terrace PD was also looking for the same subject. He was detained on scene and a MLT officer arrived and took custody of the subject.

#### **Suspicious**

Two subjects were acting suspiciously in Ross, so an employee called the police. They decided to pay for the merchandise as soon as they saw the officers.

Male and female subject going thru mailboxes. Officers detained both and found that they had outstanding warrants. Both had meth and fentanyl. Both were arrested.

A citizen advised that a homeless individual was behind Safeway going through the store's dumpsters. The subject said he was hungry, and he was looking for discarded food. Sgt. Parrish bought a meal for him and offered services.

#### Fraud

On-line scam. The victim lost \$2,000. No leads.

A wallet was stolen during a vehicle prowl and the victim's credit cards were used. Investigation in progress.

#### **Found Child**

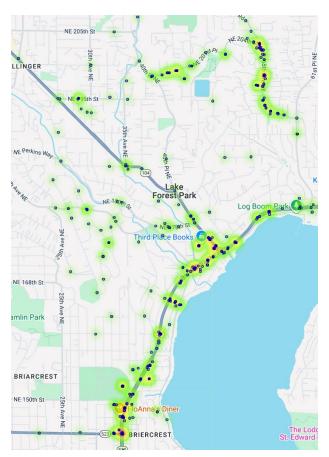
A citizen called 911 regarding a five-year old boy running barefoot in the street. A patrol officer found the child and returned the child back to his house (the officer had dealt with this child before and knew that the child had disabilities and the parents were trying to do their best).

#### **Behavioral Health**

Well-know caller stated that Elon Musk has been hacking her devices. RCR involved. A community member called the police because he saw a female subject screaming in proximity of Lake Washington Heights Condos. Patrol contacted her as she was walking in the bus lane. Clearly in crisis, the person refused assistance. Not enough to ITA her.

#### **Lake Forest Park**





Police Traffic Related Calls heatmap for July 2025: Each blue dot is an incident generated by dispatch or an officer. This map represents 489 Call Incidents in July

Traffic Stops	397
Traffic General	75
Abandoned Vehicle	6
Traffic Collision	11
Tickets issued	
Criminal – Traffic	19
Infraction – Traffic	175
Parking	34

Officer Montague and Traffic Support Officer Johnson performed traffic control for the hundreds of people who attended the 4th of July waterfront fireworks event. They were welcomed by all, and their assistance was greatly appreciated.

#### **Traffic Stop**

Traffic Officer Carlsrud conducted a traffic stop on driver for using his cell phone while driving along Bothell Way NE. Ofc. Carlsrud learned that the driver was using his cell phone while driving to pay his Verizon bill. The driver had received a previous citation . . . for a cell phone violation . . . while paying his Verizon bill. The second cell phone offense and citation meant a doubling of the fine. Ofc. Carlsrud suggested to the driver that he should consider changing his cell phone company.

#### **Traffic Collisions**

Four collisions, only minor injuries with one dog succumbing to its injuries.

#### **Traffic Emphasis**

Continued emphasis on 55<sup>th</sup> AVE NE shows the need for enforcement as commuters get used to the new speed limits and the transition coming from Brier.

#### **School Zones**

Communication is already starting with local citizens to prepare for the coming school year and how to keep families safe as they commute via car, bike or on foot to and from school.

#### Speeding

Officer Robles was able to get three separate modified sports vehicles speeding at the same time to pull over. He was able to talk to them about speeding in the area.

Officers have been issuing many citations for speeding in excess of 10-25mph over the speed limit.



Officer Carlsrud and Traffic Support Officer Johnson at the 2025 Traffic Safety Summit in Spokane Washington, July 15-17, 2025.

#### **Cell Phones**

Cell phones continue to be a big issue, and our officers are making contact with these drivers, making it clear just how dangerous distracted driving is.

#### **Bus Lane**

A driver was told to move on when they decided to park in the eastbound bus lane to watch the Log Boom Park fireworks on the 4<sup>th</sup> of July.



POLICE · COMMUNITY PARTNERSHIPS

Tuesday evening (August 5) we witnessed the very best of what it means to be a community with roughly 1000 neighbors gathered at over 256 registered National Night Out parties!

National Night Out is a special reminder that safety, trust, and connection begin with knowing one another. When neighbors step outside to meet, share a smile, and have a conversation, something powerful happens, we build bonds that make our community stronger and safer. To everyone who came out, thank you. Your presence matters. Whether you hosted a gathering, stopped by an event, or simply introduced yourself to someone new, you helped create something meaningful.

A special and heartfelt thank you goes to our dedicated police officers, City staff, and the many volunteers who made this evening possible. You are the heart behind the scenes, and we are truly grateful for your time and energy.

It is more than a yearly event; it is a celebration of who we are as a community. During National Night Out, we also had a high priority call of a robbery where the suspect had a gun. Our officers were able to arrest the suspect, balancing this high priority call and our community event.



### Homeless Couple Finds Help, and Hope, Thanks to Ofc. Robles, Retired Sgt. Becker and Save-A-Mutt



Something truly heartwarming unfolded the night of July 30 in Lake Forest Park, as a potentially troubling situation turned into a remarkable act of compassion and community support. While on patrol, Officer Robles located an occupied vehicle in the lower mall parking lot and learned the registered owner could potentially be a victim of domestic violence. After investigating and determining no crime had occurred, the officer discovered a deeper issue: the couple was recently homeless, unemployed, and trying to care for a litter of puppies. They had attempted to surrender the dogs to a rescue facility but were turned away due to a waitlist. Desperate and out of options, they admitted they had resorted to stealing just to feed the animals.

Moved by their honesty and clear effort to do the right thing, Ofc. Robles asked if the department could assist with the puppies. The couple immediately agreed. Sgt. Benson reached out to retired Ofc. Ward, who now serves as the court security officer. Ofc. Ward's wife is founder of "Save-A-Mutt", a Stanwood-based nonprofit rescue organization dedicated to saving dogs through a foster-based network. Though Ofc. Ward couldn't be reached at the time, Sgt. Benson contacted recently retired Sgt. Becker, who didn't hesitate. Around midnight, Becker and his wife jumped into action, loading up their truck and headed straight to the police department to assist. In total, there were eight six-week-old Kraftwerk/Belgian German

Shepherd puppies. The owner, emotionally connected to the litter (born to a recently killed family dog), chose to keep two puppies and surrendered the remaining six to Save-A-Mutt. To help, Ofc. Robles purchased food for the hungry puppies and worked with the Safeway staff, who generously provided a large box for safe transport to the station.

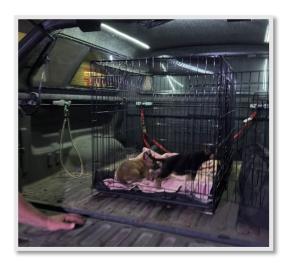
Then came another act of generosity. A longtime Lake Forest Park resident called from the station's wall phone and offered to donate \$1,500 toward the puppies' care. After a brief conversation with Sgt. Benson, Mr. Brown agreed to direct the donation to Save-A-Mutt.



What began as a routine patrol check turned into a story of human connection, quick action, and a reminder of the good that can happen when a community comes together. Thanks to Ofc. Robles, Sgt. Benson, Safeway, Mr. Brown, retired Sgt. Becker, his wife, and the team at Save-A-Mutt for this compassionate response. It was a night that truly showcased the best of Lake Forest Park.

<u>Save-A-Mutt</u> is a **foster-based, volunteer dog rescue** operating out of Stanwood/Silvana, Washington. Founded in 2008 by two friends, it evolved from a grassroots dog-washing fundraiser into a fully registered 501(c)(3) rescue dedicated to rescuing and placing dogs (and occasionally cats) with caring forever homes. <a href="https://www.save-a-mutt.org/">https://www.save-a-mutt.org/</a>





#### **Celebrating 25 Years of Service – Sarah Roberts**

Please join us in congratulating Sarah Roberts on her 25th anniversary as the prosecutor for the City of Lake Forest Park! Sarah began her incredible journey in prosecution right here in Lake Forest Park—one of the first cities she served—and has since gone on to represent Shoreline, Woodinville, Kirkland, and many others.

Throughout the years, Sarah has been a tireless advocate for justice, a steadfast supporter of our community, and a true ally to law enforcement. Her dedication, professionalism, and compassion have left a lasting impact not only on our city but also on the many officers, deputies, and agencies she's worked with.

Thank you, Sarah, for your unwavering commitment and the strong relationships you've built with our team. Here's to 25 years of excellence—and the legacy you continue to create!

#### II. Internal City Information

#### **Municipal Services**

The Municipal Services Department organized a City-wide potluck. We dusted off the grill and staff feasted on burgers and hot dogs along with a good spread of salads, seasonal fruit, and sweet treats! It was great to see folks chatting and connecting with other staff they haven't given the opportunity to interact with regularly.

Thank you to everyone who brought something to share and made the gathering a success!





#### **Passport Services**

To allow staff to enjoy the 4<sup>th</sup> of July holiday and take some well-deserved time off, Passport Services was closed for several days in July. Despite the reduction in operating days, revenue stayed relatively consistent year over year. In July 2025, agents processed 445 passport applications and took 315 photos, resulting in a total revenue of \$21,875. In comparison, July 2024 saw agents process 466 passport applications and take 331 pictures for a total revenue of \$22,930.

#### **Community Development**

#### **Building Official Update**

Calvin Killman retired from the Building Official position with Lake Forest Park on October 1, 2024, after a dedicated 20-year tenure. We are excited to welcome Dee Garrison who started at the City on Monday, August 4 as the full-time Building Official. Dee comes to the City from a similar position with the Port of Seattle, with many years spent working on the important SeaTac Airport expansion project. Please feel free to welcome Dee and visit downstairs at City Hall.

The Community Development Department will continue to utilize SAFEbuilt for building services during a transition period and then work towards service improvements in reviews, permit tracking software, electronic submittal and digitalization efforts, and inspection streamlining.

Dee will also perform an important role in the department for code enforcement and review coordination.

Welcome to the community Dee!

#### Climate Element Update

The public portal for electronic, direct comment on the City's draft Climate Element closes August 11, 2025. Staff will provide a short summary of the comments received to the Planning Commission at their regular meeting of August 12 and begin to evaluate the timing of next steps. The Planning Commission will be holding a noticed public hearing in September or October on the draft Climate Element before making a formal recommendation to the City Council. It is anticipated that the draft Climate Element, as recommended by the Commission, will be introduced to the Council as early as October this year and reviewed/discussed over several opportunities into November and possibly December, if needed.

The draft Climate Element was created by the extensive effort and energy of the Climate Policy Advisory Team (CPAT) earlier this year, with the professional and advisory expertise of Cascadia Consulting Group. The WA State Department of Commerce provided and administered a \$500,000 climate planning grant awarded to the City to fund the effort, which will be completed years in advance of the legislative deadline requirements. The Climate Element adoption into the City's Comprehensive Plan builds on the important work previously completed by the Climate Action Committee in creating and adopting the Climate Action Plan.

#### III. Council Information

#### IV. Response to Citizen and Council Comments

Recent public comment suggested that the city's numbers are wrong when calculating the levy rate for 2026, should the levy lid lift ballot measure pass in November. This assertion is based on the city utilizing assessed home values for 2025.

The standard calculation that is required by the King County Assessor's Office per RCW 84.52.040 to calculate all future levies is the current year levy rate, based on current year assessed values (2025), plus the required dollar amount increase to realize the total additional revenue needed for the government entity.

The resolution passed by Council utilizes the existing levy rate of \$0.71367 and calls for an increase of \$0.24 for a new levy rate of \$0.95367 which resets the City of Lake Forest Park's levy rate in 2026. Increasing the City's levy lid lift rate by the \$0.24 generates approximately \$1.2 million in additional revenue within the general fund to support the rising costs of public safety. This calculation was presented to the King County Assessor's office who confirmed its accuracy.

The levy rate in the 5 years following 2026, calendar years 2027-2031, may increase by inflation with a cap of 5% per the adopted resolution, dependent on Council action. The City cannot estimate future year median assessed property value, per the practice set by the County Assessor's Office the City uses the current years' median assessed value for 2025.

As property values increase, the levy rate decreases to limit the city to roughly the same amount of revenue per year. When property values decrease, the levy rate can increase only to collect the original amount of revenue approved by voters. The one exception to this rule is the inflation clause in the resolution to increase the levy rate by inflation, with a cap of 5%. However, Council is not obligated to increase the levy rate by inflation and any decision to do so must be approved in a public meeting on an annual basis.

#### V. Contract Reporting

• AG-25-034: SysAid IT System Management Software, \$10,618.90 (3-yr term)

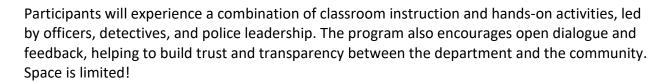
#### VI. Legislative Update

#### VII. Upcoming City Sponsored Events

#### Join the Lake Forest Park Community Police Academy - Starting September 3, 2025

The Lake Forest Park Police Department is offering a free, 5-week Community Police Academy (CPA) this September. Classes will be held every Wednesday evening from 6:00 PM to 8:30 PM, beginning September 3, 2025.

This engaging program is designed to educate community members about how the Lake Forest Park Police Department operates and to strengthen the relationship between law enforcement and the public. While not intended as a path toward a law enforcement career, the academy provides insight into key areas of policing, including patrol operations, K-9, investigations, criminal law, and more.



To register or learn more, please contact Commander Diego Zanella at: dzanella@cityoflfp.gov.

#### VIII. Community Events



#### IX. Meetings Calendar

North King County Coalition on Homelessness
August 21, 2025, 1:00 PM - 2:30 PM
More Details

Parks and Recreation Advisory Board Meeting (hybrid meeting)
August 26, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom
More Details

#### **Climate Action Committee Meeting (hybrid meeting)**

September 2, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom More Details

#### **Tree Board Meeting (hybrid meeting)**

September 3, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom More Details

#### **Planning Commission Meeting (hybrid meeting)**

September 9, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom More Details

#### **City Council Work Session (hybrid meeting)**

September 11, 2025, 6:00 PM - 7:00 PM City Hall and via Zoom More Details

#### **City Council Regular Meeting (hybrid meeting)**

September 11, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom More Details

#### **North King County Coalition on Homelessness**

September 18, 2025, 1:00 PM - 2:30 PM More Details

#### **City Council Budget & Finance Committee Meeting (hybrid meeting)**

September 18, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom More Details

#### **City Council Committee of the Whole Meeting (hybrid meeting)**

September 22, 2025, 6:00 PM - 7:30 PM City Hall and via Zoom More Details

#### Parks and Recreation Advisory Board Meeting (hybrid meeting)

September 23, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom More Details

#### **City Council Regular Meeting (hybrid meeting)**

September 25, 2025, 7:00 PM - 9:00 PM City Hall and via Zoom More Details