



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, September 22, 2022 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

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

**Join Zoom Webinar: <https://us06web.zoom.us/j/88111507622>
Call into Webinar: 253-215-8782 | Webinar ID: 881 1150 7622**

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

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

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

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

AGENDA

1. CALL TO ORDER: 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. PROCLAMATIONS

A. Honoring Rosie Schaffer for her volunteer service

5. PRESENTATIONS

A. Community Mobile Crisis Response Agency

B. Update from Sound Transit regarding the bus rapid transit project

6. CITIZEN COMMENTS

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

7. CONSENT CALENDAR

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

A. September 8, 2022 City Council Work Session Meeting Minutes

B. September 8, 2022 City Council Regular Meeting Minutes

C. September 12, 2022 City Council Budget and Finance Committee Special Meeting Minutes

D. September 15, 2022 City Council Budget and Finance Committee Meeting Minutes

E. City Expenditures for the Period Ending September 22, 2022

8. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

A. Resolution 1858 - Interlocal Agreement regarding the design of improvements for the 25th Avenue NE Ballinger Creek Habitat Restoration and Flood Reduction Project

9. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

- A. Ordinance 1249 – Amending Chapter 13.08 of the Lake Forest Park Municipal Code, Sewer Service and Use, regarding rates
- B. Ordinance 1250 - Adoption of 2018 International Building Code and Other Construction related codes

10. ORDINANCES AND RESOLUTIONS FOR ACTION

- A. Resolution 1857 - Authorizing Mayor to Sign an Agreement with AQUALIS for 2022 Stormwater System Cleaning

11. COUNCIL DISCUSSION AND ACTION

12. OTHER BUSINESS

13. COUNCIL COMMITTEE REPORTS

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

14. ADJOURN

FUTURE SCHEDULE

--Monday, September 26, 2022 City Council Budget and Finance Committee Special Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, October 13, 2022 City Council Work Session Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, October 13, 2022 City Council Regular Business Meeting 7 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, October 20, 2022 City Council Budget and Finance Committee Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Monday, October 24, 2022 City Council Committee of the Whole Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, October 27, 2022 City Council Regular Business meeting 7:00 pm *hybrid meeting (Zoom and City Hall)*

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

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



PROCLAMATION

WHEREAS, as of September 2022, Mrs. Rosie Schaffer has dedicated more than twenty years to serving the citizens of Lake Forest Park and its neighboring communities, and

WHEREAS, Mrs. Schaffer started her service volunteering for the Emergency Services Coordinating Agency and continued to serve through numerous organizational shifts via the Radio Amateur Civil Emergency Services (RACES), Community Emergency Response Team (CERT), and Northshore Emergency Management Coalition (NEMCo), and

WHEREAS, during her service, she spent countless hours conducting routine radio checks, connecting Lake Forest Park neighborhoods during weekly check-ins via local ham radio nets, preparing the Emergency Operations Center's radio room and equipment for effective Emergency Communications when needed, and

WHEREAS, Mrs. Schaffer further volunteered as an engaged member of the leadership teams of both the RACES and CERT organizations, as well as spearheaded the creation and management of NEMCo's Community Outreach Committee, and

WHEREAS, through these efforts, she has enabled the creation of educational newsletters, informational fliers, and various other materials aimed at recruiting new volunteers, improving the knowledge and experiences of those already volunteering, as well as increasing the level of preparedness of her community at large, and

WHEREAS, Mrs. Schaffer has been a shining star of volunteerism, maintaining a steadfast demeanor of the utmost approachability combined with a wonderfully positive attitude regardless of circumstances, and she continuously exudes an amazing ability to build quality relationships and teams, and

WHEREAS, she has served the Citizens of Lake Forest Park and its neighboring communities with honor, dignity, and professionalism for over twenty years.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby officially recognize and express the deepest appreciation to Mrs. Rosie Schaffer for her commitment to the citizens of Lake Forest Park and for dedicating a life of volunteer service to the public.

Signed this 22nd day of September 2022.

Jeff Johnson, Mayor



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	September 22, 2022
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	Community Mobile Crisis Response Agency

Legislative History

- First Presentation – May 7, 2022, City Council Retreat
 - Second Presentation – May 26, 2022, City Council Regular Meeting
 - Third Presentation – September 22, 2022, City Council Regular Meeting
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Attachments:

1. Draft Interlocal Agreement
 2. Draft Interlocal Agreement Summary
 3. Draft Articles of Incorporation
 4. Draft Articles of Incorporation Summary
 5. CMCR 2023-2024 Budget Sheet
-

Executive Summary

At the May 7, 2022, City Council Retreat, the Administration introduced the concept of expanding the North Sound RADAR (Response, Awareness, De-escalation, and Referral) program to a regional Community Mobile Crisis Response program.

Background

North Sound RADAR is a collaboration between the police departments of Kenmore, Shoreline, Lake Forest Park, Bothell, and Kirkland. The program addresses the rights and needs of individuals with behavioral health issues and/or developmental disabilities (BH/DD). The purpose is to decrease use-of-force incidents between police and individuals with BH/DD and to reduce the repeated and inappropriate use of emergency services. It uses community-policing strategies to achieve these objectives.

RADAR encourages the building of relationships between police and the populations they serve and the sharing of information among first responders to allow for a more effective and safe response during a time of crisis. Through communication and collaborative planning, RADAR seeks to reduce the use of force incidents engendered by fear or misunderstanding. It began in the City of Shoreline as a pilot program funded by the United States Department of Justice through the Bureau of Justice Assistance Smart Policing Initiative. The program went into effect on January 1, 2017, and was evaluated by researchers at George Mason University and the Police Foundation in 2018. It is staffed by a Program Coordinator, several mental health professionals (RADAR Navigators) and specially trained patrol officers.

When the program was first envisioned, the overall goal of RADAR was to enhance community and first responder safety through relationship-based policing, community care-taking, and procedural justice. The RADAR program was designed as follows:

1. Identify, assess, and establish cooperative relationships with individuals at risk of violence due to mental health issues, cognitive deficits, or substance abuse.
2. Engage in a cooperative alliance with these individuals and the “circle of support” (family members and friends).
3. Establish safety protocols, de-escalation techniques, and voluntary strategies to remove weapons prior to crisis events.
4. Share accurate and updated de-escalation information with first responders to ensure a safe and consistent response.
5. Evaluate the effectiveness of RADAR using a rigorous program evaluation process.

RADAR provides police officers with response plans designed to assist in the field with de-escalation and crisis intervention response. It also provides resources for officers to follow up with a Mental Health Professional (MHP) Navigator for at-risk individuals in the community.

Maximizing the North Sound RADAR Service Delivery Model

In 2019, the cities of Bothell, Lake Forest Park, Kenmore, Kirkland, and Shoreline entered into an Interlocal Agreement for the North Sound RADAR Navigator Program. The purpose was to provide the member cities with an economical mechanism for the efficient administration and coordination of a RADAR program to be used in the event of a behavioral health crisis. The goals were to strengthen community/police partnerships, to increase the connection of at-risk individuals with effective behavioral health services and treatments, and to enhance community and first responder safety by reducing the potential for police use of physical force. The Interlocal was for a 3-year period. Bothell agreed to serve as the lead agency, which included the responsibility to hire the Program Manager and serve as the Program Manager’s employer along with providing finance and accounting services. The program was to be funded with a King County Mental Illness and Drug Dependency (MIDD) Grant, along with any other investment that the individual cities wanted to make independently of each other. As other granting sources became available, different cities, became the fiduciary lead for individual grants.

While RADAR’s goals have remained the same, the program has expanded to include the ability for co-response – meaning Police and MHP Navigators respond to an incident together – to persons in mental health crisis during a RADAR shift and for follow-up response by RADAR Deputies and MHPs for willing individuals. RADAR MHP Navigators currently spend roughly 25% of their time responding to in-

progress calls with Police across the five cities. This will likely increase as staffing improves and when Navigators can be deployed without an officer.

A longer-term goal of RADAR is to serve as both a co-responder and alternative responder program. When acting as an alternative responder, RADAR navigators would be directly dispatched by the 911(or 988) dispatch service without a police officer. This would require the creation of a 'decision tree,' new dispatch protocols, potentially different staff training, and the use of RADAR-specific vehicles.

RADAR Expansion

In alignment with the City's goals, the North Sound RADAR cities have been planning the expansion of the RADAR program to become a Regional Model Crisis Response Program. The goal is to have MHP Navigator's available to respond 24/7 to people in crisis across the five-city geographic region. This expansion would build off of the 2019 North Sound RADAR program and allow for the merger of the 2021 Kirkland Community Responder Program. This will provide for expanded crisis response coverage in the five jurisdictions and align the five-city coalition efforts to site a crisis stabilization facility in north King County. To facilitate the expansion, the five RADAR cities have developed a program model, budget and funding structure, and governance model through the creation of a new regional entity. The new regional entity would further the goals of all five partner cities and consolidate the region's crisis response programs under one entity, while also allowing for future expansion.

Proposed Program Model: Providing 24/7 crisis response requires having adequate staffing and transportation plan to respond. The projected staffing level to provide the desired 24/7 coverage is projected at 13 individuals. This will provide for an Executive Director, an administrative support position, a non-field scheduled Lead, and ten (10) in-field Community Responders (Navigators). This level of staffing will provide an average of 16-hours per day/7 days per week of scheduled coverage. Non-scheduled coverage, primarily from 11 pm to 6 am will be covered through on-call/call-out practices.

The planning cities modeled multiple staffing scenarios and are recommending a budget that would support a hybrid model of response. Some MHP Navigators would be paired together and respond as a team of two in their own vehicle, which would allow them to potentially respond without first responders when it was deemed safe to do so. Some MHP Navigators would respond in their own vehicle and always meet a first responder at the call. Regardless of the configuration, the intent is for the MHP Navigators to take the lead on the call if determined safe to do so by the responding police officer. Overnight responses may still be done by one MHP Navigator who is either on-call or on-shift, depending on the need, and would meet a first responder at the call.

In addition to creating a program model that meets the community needs, the cities have worked to address the stringent background check, part-time hours, and insurance requirements that have been barriers to hiring until this point. The background check process has eliminated some of the previous requirements thanks to the Bothell Police Chief's review of what is necessary for the position and what is needed for MHP Navigators to have uncontrolled access to workspace within the police departments and potentially riding from time to time with officers. Positions funded by MIDD have transitioned to full-time hours with City of Bothell benefits.

The cities have petitioned the Washington Cities Insurance Authority (WCIA), which is the liability insurance pool that all the participating cities have membership, to change their coverage restrictions to cover mobile crisis response programs. WCIA's Liability Coverage Document defines the terms and conditions of coverage provided to the membership and currently medical malpractice and healthcare services as defined by or subject to RCW 7.70 are excluded from coverage with some limited exceptions. MHP's are currently covered by WCIA for negligence. Any changes in coverage provided by WCIA must be first voted on and approved by the WCIA Full Board. Recognizing that this is an

expanding role WCIA members are undertaking, WCIA is working with their Counsel on language to expand the current coverage and provide additional protection for these behavioral health programs. They intend to bring language to amend the malpractice exclusion to the membership for approval at the October 21, 2022, Full Board Meeting, which would then be included in the 2023 coverage. WCIA believes this will close the coverage loophole that could have occurred if a plaintiff alleged malpractice. Without this change the individual insurance requirements would continue to be necessary, however, the cities are proposing that the program, not the individual staff, pay this cost to ensure this is not a barrier to qualified applicants and staff.

These changes have had a positive effect on recruitment, with an initial estimate that RADAR would hire one person for a full-time position every 90 days. Currently, there are two full-time MHP Navigators and three people continuing to contract part-time as MHP Navigators, which is funded by the Washington Association of Sheriffs and Police Chiefs (WASPC) grant. Staff anticipates there will be a third MHP Navigator hired by the end of the year. Based on the anticipated merger with the Kirkland program (see below), it is anticipated that there will be an Executive Director, Program Supervisor, and seven of ten responders (MHP Navigators) as of the new entity's anticipated start date of January 1, 2023.

Merge with Kirkland Program: The staffing plans above both rely on merging the current RADAR program and funding with the City of Kirkland's alternative responder program and funding, as well as additional funding from each of the participating cities. In 2021 the City of Kirkland created their own alternative response program. The goal of the program was to reduce the overreliance on the police for behavior health-related calls. The original vision was to have three first responder specialties respond together: police, fire/EMT, and an MHP. Once on scene, at least one of the three specialties could back off, with the intent of the MHP taking the lead if safe to do so. Due to current dispatch limitations and concerns for MHP responder safety, the Kirkland program has not yet been able to direct dispatch MHPs as intended.

Kirkland has six funded positions as part of their program, and one of the positions is intended to become the Program Supervisor in the new entity. There are currently three MHPs filled in Kirkland with the intent to fill a fourth by the end of 2022. Merging the two programs will create a more robust program with significant funding from Kirkland for the 2023-2024 biennium. More information on how this merging impacts the services offered will be discussed in subsequent sections.

Create regional entity: Going forward, the cities are proposing creating a separate non-profit regional entity to oversee the program and have one city/entity hire the staff and loan them to the regional entity and provide all the fiduciary responsibilities for the regional entity. Other services used by the cities use this type of model, including NORCOM, a consolidated 911 call-taking and dispatching communications center founded in 2007 by 20 public safety organizations in the northeast region of King County. The cities are recommending that the City of Kirkland fill this role. As such, the employees of RADAR who are currently City of Bothell employees would transfer to the City of Kirkland and would be subject to the City of Kirkland's policies and bargaining agreements. The City of Kirkland would also charge an administrative fee for the services provided.

Regional Entity Interlocal Agreement

In response to the interests of the five RADAR cities to enhance the existing co-response/alternative response programs, staff is recommending the creation of a non-profit regional entity for the operation of the Regional Mobile Crisis Response Program. The member agencies (initially the five RADAR cities) would jointly control and oversee the program. The nonprofit is legally separate from the member agencies and bears primary responsibility and liability for the program.

As such, the member agencies, through their representation and participation as the Executive Board, will set the annual budget, hire the executive director, make operational policy and procedure decisions, and oversee the day-to-day operations of the program.

Funding: The cities have established the following budget estimates for the new agency for the 2023-2024 biennium, January 1, 2023, through December 31, 2024.

Budget Estimates

City	2023 One-Time Costs	2023 On-going Costs	2024 On-going Costs	2023-2024 Total	Preliminary ¹ 2025-2026 Total
Bothell	\$82,412	\$265,509	\$312,532	\$660,454	\$896,013
Kenmore	\$40,566	\$130,693	\$153,839	\$325,099	\$441,049
Kirkland	\$157,567	\$1,070,865	\$1,107,700	\$2,336,132	\$1,713,116
LFP	\$22,935	\$73,891	\$86,978	\$183,804	\$249,360
Shoreline	\$101,575	\$327,248	\$385,205	\$814,029	\$1,104,362
Total	\$405,055	\$1,868,206	\$2,046,255	\$4,319,518	\$4,403,900

¹The preliminary 2025-2026 budget is based on current service levels and may be subject to change.

Kirkland has agreed to pick up the larger share of costs for the first biennium (2023-2024), given that the Kirkland Community Responder program had a higher level of service than the initial plans by the other participating cities. Although this is the case, the cities all want to strive for the multiple scheduled shifts, and 24/7 coverage and therefore have anticipated that for the next biennium (2025-2026) that the budgetary costs will be shared on a per capita basis. If Kirkland was not picking up a larger share during the upcoming biennium, and using 2023 dollars, Lake Forest Park's per capita allocation (5.66%) would be approximately 30% higher (2023 Total operations = \$1,868,206 * 5.66% = \$105,740) than the 2023 costs (\$73,891). The Mayor's Proposed 2023/2024 Biennial Budget recommends Lake Forest Park offset the anticipated program costs with American Rescue Plan Act funds (ARPA).

Next Steps: Each of the cities are providing updates to their city councils during September to gather initial feedback on the Regional Entity model, the draft ILA sections, and the funding with the goal of having a signed ILA in place for a targeted start date of January 1, 2023. Staff will be taking Council feedback to the planning group to shape the next draft of the ILA before bringing it back to each council in November or December 2022 for action.

Fiscal & Policy Implications

There is no financial impact based on tonight's discussion. However, the City's portion of the regional Community Mobile Crisis Response Program (RADAR expansion) is expected to cost \$73,891 in 2023 and \$86,978 in 2024 with a one-time start-up cost of \$23,000. This budget request is included in the Mayor's Proposed 2023-2024 biennial budget. The Mayor's proposed budget recommends the use of American Rescue Plan Act funds (ARPA).

Staff Recommendation

No action is required at this time, this item is for discussion only. Staff recommends that Council ask staff questions on the work to expand RADAR to become the regional Community Mobile Crisis

Response Program, including the proposed formation of a non-profit entity, in which the City will be a principal and the draft interlocal agreement.

COMMUNITY MOBILE CRISIS RESPONSE AGENCY
INTERLOCAL AGREEMENT

DRAFT DATED SEPTEMBER 8, 2022

REDLINE SHOWS REVISIONS SINCE DRAFT DATED AUGUST 31, 2022

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EXHIBITS AND APPENDICES

Exhibit A 2023-2024 Budget and Principal Budget Shares

COMMUNITY MOBILE CRISIS RESPONSE AGENCY INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”), is entered into by and among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington (“RCW”), for the purpose of establishing the “Community Mobile Crisis Response Agency” (the “Agency”) as a separate, independent governmental administrative agency, which shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW. This Agreement is dated as of the Effective Date (as defined in Section 34 below).

RECITALS

WHEREAS, the Formation Principals are committed to improving outcomes and services to community members experiencing crisis through a variety of programs and finding ways to reduce the potential of unnecessary-use of force by law enforcement; and

WHEREAS, the Formation Principals have been members of the North Sound RADAR Navigators, a grant-funded regional “co-response” pilot program (the “RADAR Program”) that pairs a contracted mental health professional with law enforcement to provide crisis de-escalation, reduce use of force, and improve outcomes for community members in behavior health crisis, through an interlocal agreement among the Formation Principals dated as of May 2019 (the “2019 Agreement”); and

WHEREAS the City of Kirkland created a Community Safety Initiative in 2021 to fund “community responders” to respond to calls involving underlying behavioral health, substance abuse or developmental disability components (the “Kirkland Community Responder Program”); and

WHEREAS, in early 2022, the Formation Principals determined to explore creation of a regional mobile crisis response entity, recognizing the potential benefits of merging the RADAR Program and the Kirkland Community Responder Program in order to achieve expanded crisis response coverage in all Formation Principal jurisdictions, elevate shared governance of these programs to city managers and/or elected officials within the Formation Principal jurisdictions, and align with regional efforts by the Formation Principals to site a crisis stabilization clinic in north King County, among other benefits; and

WHEREAS, the Formation Principals agree that public safety and emergency response services, including crisis response awareness, support and resource referral for community members with behavioral health issues, substance abuse, and/or developmental disabilities, will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Formation Principals; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, codified at 39.34 RCW, and the Washington Nonprofit Miscellaneous and Mutual Corporation Act, codified at chapter 24.06 RCW;

NOW, THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF COMMUNITY MOBILE CRISIS RESPONSE AGENCY.

There is hereby created a regional mobile crisis response agency, hereinafter called the “Community Mobile Crisis Response Agency” (the “Agency”). The parties hereto each hereby assign to the Agency the responsibility for developing, owning, operating, and managing a regional mobile crisis response operation on behalf of the Principals as authorized by the Interlocal Cooperation Act as further described in this Agreement. The Agency shall be formed pursuant to the Interlocal Cooperation Act as a separate, independent governmental administrative agency and shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall have an initial term of approximately six years, from its Effective Date through December 31, 2028 (the “Initial Term”) and shall thereafter be of ongoing duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from the Agreement without just cause, provided that a Principal may upon action of the Executive Board be terminated from participation in the Agreement as provided in Section 12.

~~From and after the Effective Date of this Agreement, the Formation Principals agree that the 2019 Agreement shall be terminated and shall be superseded and replaced by the terms of this Agreement.~~

SECTION 3. DEFINITIONS.

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

- a. Agency. The “Agency” is the Community Mobile Crisis Response Agency, the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purposes set forth herein.
- b. Agreement. The “Agreement” is this Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- c. Articles of Incorporation. The “Articles of Incorporation” refer to the articles filed with the Washington Secretary of State under chapter 24.06 RCW, as such may be amended from time to time.
- d. Budget Share. The “Budget Share” means the portion of the Agency budget for a given budget period (which may be annual or biennial, as the Executive Board may determine) payable by a Principal, as further described in Section 12.
- e. Bylaws. The “Bylaws” mean the bylaws adopted by the Executive Board to govern its operations, as such Bylaws may be amended from time to time.
- f. Chief Administrative Officer. The “Chief Administrative Officer” with respect to any Principal is the City Manager in a council-manager form of city government and is the City Administrator in a mayor-council form of government.
- g. Community Members in Crisis. “Community Members in Crisis” means those individuals with apparent behavioral health, substance use, medical, developmental disabilities or basic needs crises encountered by Field Staff in their work for the Agency.
- h. Effective Date. “Effective Date” has the meaning set forth in Section 34.
- i. Executive Director. The “Executive Director” is the chief operating officer for the Agency appointed by and serving at the pleasure of the Executive Board.
- j. Executive Board. The “Executive Board” is the body described in Section 7 and shall be the legislative body of the Agency.
- k. Field Staff. “Field Staff” mean employees of the Agency, sometimes referred to as “community responders” or “navigators,” whose primary job duties are to engage with Community Members in Crisis outside of the Agency offices.
- l. Formation Principals. The Formation Principals are the original parties to this Agreement, including the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline.

- m. Initial Term. “Initial Term” has the meaning set forth in Section 2.
- n. Interlocal Cooperation Act. The “Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.
- o. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Administrative Officer of such Principal or ~~their-such officer’s~~ designated alternate.
- p. Open Public Meetings Act. The “Open Public Meetings Act” means chapter 42.30 RCW, as it may be amended from time to time.
- q. Operations Board. The “Operations Board” is the advisory body described herein.
- r. Partner Agencies. Partner Agencies are public, nonprofit, or private agencies, other than the Agency, providing services or direct assistance to Community Members in Crisis as a result of referrals made by Agency staff. Partner Agencies are not parties or third-party beneficiaries to this Agreement.
- s. Principal. A “Principal” is a general-purpose municipal corporation formed as a city under the laws of the State which meets the requirements of Section 14, has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by the Agency according to such terms and conditions as may be established by the Executive Board. The Formation Principals are Principals.
- t. Public Safety Operations Serving the Principals. The term “Public Safety Operations Serving the Principals” shall include police, fire, emergency medical, and public safety dispatch services provided to the Principals directly through contract as well as by city departments of Principals providing these services.
- u. Public Records Act. The “Public Records Act” means chapter 42.56 RCW, as it may be amended from time to time.
- v. Quorum. A “Quorum” of the Executive Board for purposes of doing business on any issue means at least a simple majority 51% of the Members (or ~~their-such Member’s~~ alternates) in number plus one ~~(1)~~-additional Member (or ~~their-such Member’s~~ alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the initial Executive Board comprised of five Members shall ~~initially~~ be four ~~(4) of the five Executive Board~~ Members).
- w. Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means at least 51% of the Members present constituting a quorum and voting, with each Member present and voting having one vote. (By way of example, if five Members of the Board are in attendance at a meeting and voting on an issue, a simple majority would be

three affirmative votes. If four Members of the Board are in attendance at a meeting and voting on an issue, a simple majority of would be three affirmative votes).

- x. State. “State” means State of Washington.
- y. Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds (66%) of all Members of the Executive Board in number and (2) not less than sixty percent (60%) of the Weighted Vote of all Members of the Executive Board. (By way of example, so long as there are five Principals, then four Member in number must vote in the affirmative to satisfy the first prong of a Supermajority Vote).
- z. Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Budget Share due and payable for the then current budget period bears to the total Budget Shares payable for the then current budget period by all Principals. A Weighted Vote may not be split.
- aa. 2019 Agreement. The “2019 Agreement” is the Interlocal Agreement by and between the Formation Principals providing for joint funding of the RADAR program operated by the City of Bothell.

SECTION 4. AGENCY GOALS

The goals of the Agency shall be to:

- a. Provide a consolidated and standardized mobile crisis response program operating throughout the jurisdictions served by the Principals.
- b. Provide alternatives in appropriate instances to police as the primary response to community members by deploying mental health professionals or similarly certified staff as crisis responders.
- c. Seek to expand Agency operations and funding to enable coverage 24 hours per day, 7 days per week.
- d. Advocate for and support the formation of a regional crisis stabilization facility in North King County.
- e. Support and advise public safety dispatch agencies over time as these agencies develop and adopt dispatch protocols for mobile crisis responders utilizing both the 911 and 988 systems.
- f. Prioritize the safety of Field Staff.
- g. Maintain a well informed and collaborative working relationship with members of the Public Safety Operations Serving the Principals.
- h. Operate the Agency under a shared governance and funding model, maximizing the use of grant funding where practicable.

SECTION 5: AGENCY SERVICES.

a. The Agency has the responsibility and authority for providing, in the furtherance of improved public safety and emergency response, crisis de-escalation, support, and resource referrals for Community Members in Crisis, through the deployment of licensed staff with training as mental health professionals and/or peer support specialists who will:

- i. Respond to in-progress calls routed directly to the Agency by public safety dispatch agencies, or that are initially routed by public safety dispatch agencies to the Public Safety Operations Serving the Principals.
- ii. Provide resource navigation, referral, and follow-up services for Community Members in Crisis as appropriate to address the current crisis and reduce risk of future crisis events.
- iii. Outreach and response to, and engagement of, Community Members in Crisis.
- iv. Provide education, training and information to the Principals' public safety departments through, among other strategies, creation of response plans for encountering known Community Members in Crisis.
- v. Establish and update from time-to-time standard protocols for communications to and from Agency Field Staff and Public Safety Operations Serving the Principals.

b. Stakeholder Engagement. The Agency will inform its service delivery practices and procedures through the engagement of Community Members in Crisis encountered by Field Staff or those with similar lived experience, an Operations Board, and Partner Agencies.

c. Information Sharing and Collaboration. The Agency will provide a forum for the sharing of information and resources for the purpose of developing expertise and data that can inform continuous learning on how to improve provision of mobile crisis de-escalation and referral services and better meet the needs of both Community Members in Crisis, Public Safety Operations Serving the Principals, and Partner Agencies.

d. Limitation on Authority. The Agency shall have no authority to set local policies or take enforcement action on behalf of any Principal.

e. Expansion of Scope of Services. The Agency may provide additional ancillary public services to the extent reasonably necessary for the development and implementation of best practices in delivery of mobile crisis response and de-escalation and referral, upon approval of a Supermajority Vote of the Executive Board. The Agency

shall not operate any crisis stabilization facilities for the care of Community Members in Crisis or provide any ongoing clinical services.

f. An expansion of the scope of services is defined as items consistent with but not expressly enumerated in this Section 5.

SECTION 6. AGENCY POWERS.

Through its Executive Board, the Agency shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Principals.
- b. Review and approve budget expenditures for the Agency.
- c. Establish policies for expenditures of budget items for the Agency.
- d. Review and adopt a personnel policy for the Agency (if applicable).
- e. Review and approve operating and financial policies for the Agency.
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Agency.
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the Open Public Meetings Act.
- h. Maintain, retain and manage records in accordance with the State Public Records Act, and other applicable state and federal laws and regulations, consistent with Section 8.
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 5.
- j. Retain an Executive Director.
- k. Create advisory boards and committees to review and make recommendations.
- l. Approve strategic plans.
- m. Approve the addition of new Principals to this Agreement and the terms of ~~their~~ participation in the Agency and receipt of Agency services.
- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement.
- o. Direct and supervise the Executive Director.
- p. Make purchases or contract for services necessary to fully implement the purposes of this Agreement.
- q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies.
- r. Receive all funds allocated to the Agency by Principals.

- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Agency.
- t. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets.
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Agency's name.
- v. Make and alter bylaws for the administration and regulation of its affairs.
- w. Any and all other lawful acts necessary to further the Agency's goals and purposes.

SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

a. Composition. The Agency shall be governed by an Executive Board composed of one ~~(4)~~ representative from each Principal, which representative shall be the Chief Administrative Officer of each such Principal or their alternate as provided in Section 7.d. Such representatives are referred to as a Member or Members of the Executive Board.

b. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from the Agency. Members may serve only for such time as they are the duly appointed, acting or elected Chief Administrative Officer of their respective Principal city.

c. Powers. The Executive Board shall have final decision-making authority upon all Agency policy issues and shall exercise the powers described in Section 6. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).

d. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve. All alternates must be designated in writing and must have been previously provided to the Executive Board. All alternates must have management and/or director responsibilities within such individual's respective agency. Either the primary Member or such Member's alternate may attend meetings of the Executive Board; provided, however, if both representatives are in attendance at a meeting of the Executive Board, only the primary Member of the Executive Board shall be included for purposes of establishing a quorum and voting on matters before the Executive Board. If an alternate is serving in a meeting on behalf of a Member, such alternate shall have all of the rights and authority of the primary Member of the Executive Board under this Agreement, including but not limited to establishing a quorum and voting on matters before the Executive

Board. When a Member of the Executive Board is represented by a designated alternate, the Member is considered to have an excused absence from the meeting.

e. Quorum. ~~A simple majority~~ 51% of the Members (or their alternates) in number plus one ~~(1)~~ Member (or their alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the Executive Board shall initially be four ~~(4)~~ of the five Executive Board Members).

f. Voting. The Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 7.g or as otherwise specified by Section 19 require a Simple Majority Vote for approval. A Member may not split its vote on an issue. No voting by proxies shall be allowed. Voting by a designated alternate shall not be considered voting by proxy.

- i. A Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Executive Board shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.
- ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of the first day of each budget period based on the Budget Share.

g. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval of or amendment to the Agency budget, including other service charges.
- ii. A decision to acquire assets, equipment, real or personal property valued at over ~~twenty percent (20%)~~ 20% of the then current budget for the budget period.
- iii. Admission of a new Principal.
- iv. Appointing or removing the Executive Director.
- v. Amending this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement).
- vi. Adoption or amendment of the Agency Bylaws, or amendment of the Agency Articles of Incorporation subject to other applicable requirements of chapter 24.06 RCW.
- vii. Other actions requiring a two-thirds majority vote under chapter 24.06 RCW, including termination, dissolution, merger, consolidation or sale of all or substantially all assets of the Agency.

h. Officers. The Executive Board shall have four officers: a President, Vice-President, Secretary and Treasurer. It will be the function of the President to preside at

the meetings of the Executive Board. The Vice-President shall assume this role in absence of the President. At the first meeting of the Executive Board following the ~~effective-d~~Effective Date of this Agreement, the Executive Board officers shall be elected, and shall serve in this capacity through May 31, 2024, whereupon new officers shall be elected by the Executive Board. Annually thereafter, the Executive Board shall elect a new President and Vice President for one-year terms commencing each June 1. In the event of a vacancy in the President position, the Vice-President shall assume the role of President for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Executive Board shall elect a new Vice-President to serve to the balance of the term of the departed Vice-President. An officer elected to fill the unexpired term of their predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Agency, with such duties as may be described in the Agency Bylaws, provided that such persons shall not be Members of the Executive Board.

i. Staffing. The Executive Director shall assign Agency staff to support the Executive Board as the Executive Director deems appropriate.

j. Meetings. The Executive Board shall meet as often as it deems necessary and not less than six ~~(6)~~ times each calendar year. The Executive Board shall, at least annually, adopt a regular meeting schedule for the upcoming calendar year, which states the time, date, and location for regular meetings of the Executive Board. Special meetings may be called by the President or a majority of the Members of the Executive Board as permitted in the Open Public Meetings Act. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference, video conference or other comparable means, as permitted by the Open Public Meetings Act. Regular and special meetings, including any executive sessions, must be properly noticed and held as required under the Open Public Meetings Act.

Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

SECTION 8. PUBLIC RECORDS.

The Executive Director, or designee, shall keep records related to the Agency as required by law and in accordance with the policies, procedures and retention schedules as may be

established by the Executive Board. Each Principal shall keep records related to the Agency as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Principal, and each Principal shall be responsible for responding to public disclosure requests addressed to it in accordance with the State Public Records Act and such procedures as may be established by the Party. The Executive Director, or designee, shall be responsible for responding to public disclosure requests addressed to the Agency in accordance with the State Public Records Act, and such procedures as may be established by the Executive Board.

SECTION 9. ADVISORY GROUPS; PRINCIPAL'S ASSEMBLY.

a. Operations Board. An Operations Board is hereby created to serve in an advisory capacity to the Executive Director and Executive Board. The Operations Board shall be composed of:

- i. The Police Chief or their designee from each Principal.
- ii. Not less than one ~~(1)~~ representative from a public safety dispatch agency providing service to at least one ~~(1)~~ Principal.
- iii. Not less than one ~~(1)~~ representative from a fire district, regional fire authority or fire department providing service to at least one ~~(1)~~ Principal.
- iv. Not less than two ~~(2)~~ representatives from Partner Agencies.
- v. Any additional representatives as determined by the Executive Board

The Operations Board shall endeavor to promote interagency collaboration, cooperation and information sharing between the Public Safety Operations Serving the Principals, the Agency and its staff, and Partner Agencies. Specifically, the Operations Board shall provide advisory support to the Executive Director and the Executive Board in the review and development of proposed Agency operating policies and procedures, proposed program and service options, proposed training and outreach regarding Agency operations and procedures, information sharing, and such other matters as the Executive Board may direct. The Operations Board may, in its discretion, and with consent of the Executive Board President, make presentations to the Executive Board at Board meetings. The Executive Director shall regularly report to the Executive Board on the information and advice offered by the Operations Board. The Executive Board shall consider ~~such~~ input from the Operations Board in ~~their~~ its deliberations.

~~e.b. Informal~~ Community Advisory Groups. The Executive Director shall establish one or more ~~informal~~ Community Advisory Groups comprised of individuals with experience as Community Members in Crisis, or other individuals with lived experience similar to that of Community Members in Crisis. In respect for the privacy of

these individuals, the Community Advisory Group(s) ~~will be informal and~~ shall not be considered standing committee(s) of the Agency. The Community Advisory Group(s) shall provide information and advice to the Executive Director on the policies and procedures of the Agency in its work with Community Members in Crisis. The Executive Director shall meet with the Community Advisory Group(s) approximately monthly, and in any event not less than ~~ten (10)~~ 10 times per year. A Community Advisory Group may, in its discretion, and with consent of the Executive Board President, make presentations to the Operations Board and Executive Board at regularly scheduled Board meetings. The Executive Director shall regularly report to the Executive Board and Operations Board on the information and advice offered by the Community Advisory Group(s). The Executive Board and Operations Board shall consider such input from the Community Advisory Group(s) in their deliberations.

d.c. Principals Assembly. The Agency may, from time to time, hold, ~~not more frequently than annually~~, a Principals Assembly. If such Principals Assembly is convened, the legislative body of each Principal shall appoint one of its members to represent the legislative body at the Principals Assembly. The Principals Assembly shall be convened by the Executive Board for one ~~(1)~~ meeting as a joint meeting with the Executive Board, at which the Executive Director shall present an annual report: (1) reviewing the activities of Agency for the previous calendar year; (2) presenting the work program and significant events for the upcoming calendar year; (3) presenting a financial management report for Agency, including in the year prior to the end of the current budget period, the proposed budget for the following budget period; and (4) reporting on workload and performance benchmarks of Agency. Also at the Principals Assembly, a representative from the Operations Board may present a report on its work in the prior calendar year, and priorities for the forthcoming year. At the Principals Assembly, the appointed legislative representatives may vote to recommend changes to the Agency's proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Executive Board and Executive Director. Voting by legislative representatives shall be on one-vote per Principal basis with a simple majority vote of Principals represented at the meeting required to approve any recommendation to be forwarded to the Executive Board. The agenda for the Principals Assembly shall be reported to the Executive Board no later than two ~~(2)~~ weeks before such meeting by written report prepared by or at the direction of the Executive Director. The actions and recommendations of the Principals Assembly shall be advisory to the Executive Board.

SECTION 10. EXECUTIVE DIRECTOR.

a. Executive Director. The Executive Board shall be responsible for the appointment and termination of an Executive Director. The Executive Director shall

have experience in the delivery of mental health services for persons with apparent behavioral health issues, substance abuse and/or developmental disabilities, as well as administrative experience and such individual's appointment shall be on the basis of merit only. The Executive Director is an "at will" position and may be terminated from such position as Executive Director upon the Supermajority Vote of the Executive Board, with or without cause. The Executive Board shall consult with the Operations Board in the evaluation and selection of the Executive Director.

b. Duties of Executive Director. The Executive Director shall:

- i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement.
- ii. Develop and submit to the Executive Board a proposed budget.
- ~~iii.~~ Consult with the Operations Board regarding Agency operations, programs and services.
- ~~iii. a. —with Operations Board.—It is the intent of the parties that the Executive Director will seek the active participation and advice of the Operations Board in Agency operations policies and management.~~
- iv. Consult with staff from Public Safety Operations Serving the Principals and human services, mental health and behavioral health service providers on a regular basis to develop and improve the safety and efficacy of Field Staff activities.
- v. Administer the Agency in its day-to-day operations consistent with the policies adopted by the Executive Board.
- vi. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.

The Executive Director shall actively and continuously consider and evaluate all means and opportunities to enhance Agency services and programs. The Executive Director shall also gather and maintain data relevant to Agency services and best practices with respect to mobile crisis response for persons with behavioral health issues, substance abuse and/or developmental disabilities. The Executive Director shall present recommendations to the Operations Board and Executive Board from time to time. The Executive Director shall, at least quarterly, submit budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board. The Executive Board shall provide direction to Executive Director as to which operational policies must be approved by the Executive Board and which may be implemented administratively.

SECTION 11. PERSONNEL POLICY.

The Executive Director may, as such individual deems necessary from time to time, submit to the Executive Board a proposed Agency personnel policy for the Executive Board's approval, rejection or modification. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless the Agency hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's principal employer.

SECTION 12. ~~BUDGET~~-BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.

a. Budget Fiscal Year. Agency budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Board. The initial budget period will be the period from the date the Agency is legally established through the end of calendar year 2024.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Board. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with any Operations Board's recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget and forward same to Principals, all no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 15 prior to commencement of the budget period, following confirmation of the approval by the legislative authorities of Principals of each respective shares of the budget, as evidenced by resolution or other appropriate method received by Agency no later than December 1 preceding the commencement of the budget period. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Agency no longer responding to Community Members in Crisis within the jurisdictional boundaries of the Principal, effective as of the first day of the budget period for which the budget was not approved.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the Agency budget to the budgets adopted by the Principals and account for other operating changes.

d. Cost Allocation and Budget Share. The Agency budget for Agency costs shall, in the 2023-2024 budget period, be allocated as shown on Exhibit A. Thereafter,

Agency costs, net of revenues from grants or other sources, shall be allocated between Principals in each budget period (as determined by the Executive Board) on a per capita basis, based on the April 1 Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington published by the Washington State Office of Financial Management Population Estimate (or equivalent population database) in the year prior to the commencement of the budget period. Each Principals' cost allocation for a budget period is also referred to as the Principal's Budget Share.

e. Payment of Agency Charges. Each Principal shall pay its Budget Share in equal installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board.

f. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law and approved by the Executive Board, until paid. If a payment is more than three ~~(3)~~ months delinquent, the delinquent Principal shall not be entitled to vote on any Executive Board matter until all delinquent payments together with accrued interest have been paid. A Principal who is six ~~(6)~~ months delinquent in payment shall not have access to Agency services until all payments including accrued interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the Agreement. A delinquent Principal (whose has not yet been determined to have withdrawn from this Agreement) in attendance at a meeting shall be included for purposes of establishing a quorum. Withdrawal does not extinguish the obligation to pay Agency for its Budget Share(s) during the time it was a party to this Agreement, together with interest.

g. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations of the Agency, at levels the Executive Board determines to be appropriate.

SECTION 13. USE OF AGENCY FUNDS.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Agreement or any bylaws adopted by Agency, Agency may use any available funds for any purpose authorized by this Agreement in connection with an authorized expenditure.

b. Eligibility for King County Mental Illness and Drug Dependency (MIDD) Funds. The Principals place a high priority on securing grants of MIDD funds to significantly offset funds Principals would otherwise need to contribute to pay for operation and management of the Agency. The Executive Board and Executive Director shall take all steps reasonably necessary to ensure the Agency remains eligible for receipt of MIDD grant funds.

SECTION 14. ADDITION OF NEW PRINCIPALS

a. Additional Principals. A governmental entity meeting the qualifications of a Principal in Section 3.m and this Section may be admitted as an Agency Principal upon Supermajority Vote of the Executive Board as required under Section 7.g. In addition to meeting the conditions of Section 3.m, a city seeking to become a Principal must:

- i. Have a coterminous jurisdictional boundary with at least one ~~(4)~~ then-current Principal;
- ii. Accept the terms of this Agreement and any Agency Bylaws; and
- iii. Not have held Principal status with the Agency within the five ~~(5)~~ years immediately preceding the date of application to become a Principal.

b. Other Conditions for Additional Principals. As a condition of becoming a Principal, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause pre-existing Principals to incur additional cost.

SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.

a. Agency Staffing. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this Agreement. All staff serving the Agency (including the Executive Director) may be hired directly by the Agency or may be provided through an agreement with a Principal or other agency to provide such staff and support services. All such staffing agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for the full compensation for the services of such employees. It is contemplated that the Fiscal Agent shall also be the agency loaning staff to Agency.

~~a.~~ From and after the Effective Date of this Agreement, the parties agree that the Executive Director and other Agency staff shall, unless otherwise determined by the Executive Board, be loaned staff who are employees of the City of Kirkland. The terms of such loan to the Agency shall be provided by separate agreement between the Agency and the City of Kirkland, ~~which shall provide for the full compensation for the services of such employees. It is further expressly contemplated that the Fiscal Agent shall also be the agency loaning staff to Agency.~~ The Executive Board may, from time to time, contract with one or more other Principals or agencies for loaned staff and/or contract and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

b. Fiscal Agent. Unless otherwise determined by the Executive Board, the Agency shall have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Agency. The Fiscal Agent may be the Agency itself or may be -a Principal or other agency pursuant to an agreement between the Agency and the Fiscal Agent. All such Fiscal Agent agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for the full compensation for such services. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to deposit, manage, invest and expend Agency funds in furtherance of the purposes of this Agreement. Subject to such additional requirements as may be set forth by the Executive Board, the Fiscal Agent for Agency shall as necessary contract with appropriate local governments or other third parties for staff, supplies and services. The Fiscal Agent may cease serving as the Fiscal Agent upon six ~~(6)~~ months written notice to the Executive Board.

From and after the Effective Date of this Agreement, the parties agree that the initial Fiscal Agent shall be the City of Kirkland. The terms for the Fiscal Agent shall be provided by separate agreement between the Agency and the City of Kirkland. Such agreement shall be approved by Simple Majority Vote of the Executive Board and may include terms relating to providing financial, information technology, records management, legal, office space, fleet vehicles and vehicle maintenance, uniforms, radios, and other services, facilities and materials to Agency. The Executive Board may, from time to time, contract with one or more other Principals or agencies for successor Fiscal Agents and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

c. General Contract and Support Services. The Executive Board or the Executive Director with advice of the Executive Board shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, legal, purchasing, information technology, and data processing.

SECTION 16. RETAINED POWERS OF PRINCIPALS.

Each Principal shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to communicate with Agency staff operations. Interconnecting equipment and services will not be included in Agency's budget and operational program, except as the Executive Board may determine.

SECTION 17. INVENTORY AND PROPERTY.

- a. Ownership of Property. Real and personal property purchased or otherwise acquired pursuant to or in connection with this Agreement shall be owned in the name of the Agency. The Agency may dispose of and otherwise convey its property as provided by law and policies of the Agency.
- b. Equipment and Furnishings. Equipment and furnishings for Agency's operation shall be acquired as provided by law. If any Principal provides equipment or furnishings for Agency's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Agency.
- c. Annual Inventory. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Agency, and the values thereof.
- d. Return of Loaned Property. In the event of dissolution or termination of Agency, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

- a. Except as provided in Section 2, any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Agency Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.
- b. A Principal who withdraws or is terminated shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or termination.
- c. Time is of the essence in giving notice of termination and/or withdrawal.
- d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to Agency.
- e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive Board only on budget items to be implemented prior to the withdrawal or termination date.

SECTION 19. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Agency beyond the scope of expansion authorized in Section 5.g.
- b. The terms and conditions of membership on the Executive Board.
- c. Voting rights of Executive Board Members.
- d. Powers of the Executive Board.
- e. Principal contribution responsibilities inconsistent with Section 12.d.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, termination or withdrawal.
- h. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal.

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Executive Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one ~~(1)~~-year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Agency shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Agency liabilities, shall be distributed to those Principals still participating in the Agency on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principal's contributions to the operating budget over the preceding six ~~(6)~~-years bears to the total of all then remaining Principals' operating budget contributions paid during such six-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it

deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

- ii. Loaned Property. In the event of dissolution or termination of the Agency, assigned or loaned assets shall be returned to the lending entity.
- iii. Allocation of Liabilities. In the event outstanding liabilities of the Agency exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection “i” above.

c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three ~~(3)~~ Principals remain party to this Agreement, then the Agreement shall terminate one ~~(1)~~-year from the first date that only three ~~(3)~~ Principals remain.

d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Agency, unless provision is made for those obligations.

SECTION 21. DISPUTE RESOLUTION.

a. Whenever any dispute arises between Principals or between the Principals and the Agency (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 22. INSURANCE.

a. The Executive Board, the Executive Director and the Agency shall take such steps as are reasonably practicable to minimize the liability of the Principals, including but not limited to the utilization of sound business practices. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably

acquired to cover the operations of the Agency and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/ Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

b. No Field Staff shall be deployed unless insurance approved by the Executive Board is in place covering their actions and insuring both Field Staff, Agency and the Principals from liability resulting from Field Staff actions. The cost of such insurance shall be borne by the Agency.

c. To the extent practicable, all Principals shall be named as additional insureds (or an equivalent) on any policy held by the Agency, including pool insurance.

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.

a. Provisions regarding the "Fiscal Agent" in this Section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the Executive Board is not a Principal or government agency, the agreement between the Agency and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs ("Damages"), arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused in whole or in part by another Principal.

c. Each Principal shall indemnify and hold the Agency and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Agency.

d. As provided in its Articles of Incorporation, the Agency shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Agency's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. The Agency shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's or the Agency's acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

f. Each Principal shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's acts or omissions in connection with

the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Agency, its officers, officials, employees, and volunteers, the party’s liability hereunder shall be only to the extent of the party’s negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes each party’s waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

h. Each party shall give the other parties proper notice as provided in Section 25, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal’s withdrawal from the Agency (collectively for purposes of this subparagraph “Termination”), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 24. INTERGOVERNMENTAL COOPERATION.

The Agency shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Agency’s operations and minimize costs of service delivery.

SECTION 25. NOTICE.

Notices required to be given to the Agency under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President, Agency Executive Board
c/o Principal agency’s address

Notices to Principals or Executive Board Members required hereunder may be given by mail, overnight delivery, email (with confirmation of transmission), or personal delivery. Each Principal and Executive Board Member shall provide the President of the Agency Executive Board written notice of the address for providing notice. Any change in address shall be promptly sent to the President of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is

postmarked in the mail or overnight delivery services, sent by email (with confirmation of transmission), or received by personal delivery.

SECTION 26. CHOICE OF LAW; VENUE.

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

SECTION 27. FILING.

Pursuant to RCW 39.34.040, this Agreement shall be filed with King County, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

SECTION 28. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 29. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

SECTION 30. RATIFICATION.

All prior acts taken by the Principals consistent with this Agreement but prior to its Effective Date are hereby ratified and confirmed.

SECTION 31. COMPLIANCE WITH LAWS; NONDISCRIMINATION.

During the term of this Agreement, the Agency and the parties hereto shall comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any of the services provided by the Agency under this Agreement constitute the retention, security, confidentiality or other handling of certain

“protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

The parties and the Agency shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

SECTION 32. ENTIRE AGREEMENT.

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

SECTION 33. TERMINATION OF 2019 AGREEMENT.

This Agreement is intended to replace the existing 2019 Agreement among the Formation Principals with respect to the RADAR Program. From and after the Effective Date of this Agreement, the Formation Principals agree that the 2019 Agreement shall be terminated and shall be superseded and replaced by the terms of this Agreement. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this Agreement.

SECTION 34. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of [January 1, 2023] (the “Effective Date”), subject to approval by the legislative bodies of all five Principals prior filing of the Agreement as required by Section 27.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

City of Bothell

City of Kenmore

City Manager

Mayor

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

City of Kirkland

City of Lake Forest Park

City Manager

Mayor

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

City of Shoreline

City Manager

Date

Approved as to Form:

City Attorney: _____

Date

Exhibit A

2023-2024 Agency Budget and Principal Budget Shares

SUMMARY OF DRAFT COMMUNITY MOBILE CRISIS RESPONSE AGENCY INTERLOCAL AGREEMENT

Section	Summary
Introduction and Recitals	States that the Interlocal Agreement (“Agreement”) is entered into among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) to form a separate, independent governmental administrative agency under the Interlocal Cooperation Act, that is separately incorporated as a Washington nonprofit entity. The Recitals provide the basis for the Agreement and the background and history of the RADAR Program. The Interlocal Agreement serves as the foundation of and the key organizational document for the new entity.
Section 1 – Creation of Community Mobile Crisis Response Agency.	Affirmatively authorizes the formation of a new regional mobile crisis response agency, hereinafter called the “Community Mobile Crisis Response Agency” (the “Agency”).
Section 2 – Term of Agreement.	Initial term of the Agreement is for six years (from the effective date (expected to be in March 2023) through December 2028. During the initial term, no party may withdraw from the Agreement without just cause.
Section 3 – Definitions.	Defined terms used in the Agreement and interpretation. Note that certain terms such as Quorum, Simple Majority Vote, Supermajority Vote and Weighted Vote are provided for in Section 3.
Section 4 – Agency Goals.	Outlines the goals of the Agency, including providing a consolidated and standardized mobile crisis response program operation throughout the jurisdictions served by the parties.
Section 5 – Agency Services.	Provides that the Agency has the responsibility and authority for providing, in furtherance of improved public safety and emergency response, crisis de-escalation, support, and resource referrals for community members in crisis, through the deployment of licensed staff with training as mental health professionals and/or peer support specialists. The Agency will also engage with community members and stakeholders, and provide a forum for information sharing. Upon a Supermajority Vote of the Executive Board the scope of services provided by the Agency can be expanded to include additional ancillary public services as necessary for the purposes set forth in the Agreement.
Section 6 – Agency Powers.	The Agency will have all powers allowed by State law for interlocal agencies, including adopting policies and procedures, conducting meetings, hire and/or contract for employees, enter into agreements, sue and be sued, hold and transfer real and personal property, and any other lawful acts.
Section 7 – Executive Board; Composition and Operation.	The Agency will be governed by an Executive Board comprised of one member of each party to the Agreement (either the City Manager or City Administrator, depending on the organization of the city). Each party may appoint one alternate to serve on the Executive Board when the primary member is unavailable. The initial Executive Board will have five members. The Executive Board will have final decision making in all policy issues and shall oversee day to day

Section	Summary
	operations administered by the Executive Director. Officers of the Executive Board will be the President, Vice-President, Secretary and Treasurer. The Executive Board may hold regular and special meetings, and executive sessions, as required by state law applicable to public agencies. The Executive Board will meet as often as necessary and not less than six times each calendar year. A quorum of the Executive Board is 51% of all Members, plus one Member. Members that have given notice of withdrawal or that has been terminated from the Agreement will not be counted towards establishing a quorum. By way of example, a quorum of the Executive Board shall initially be four of the five Executive Board Members. The Executive Board shall strive to operate by consensus. A simple majority vote is required by all Board decisions, except for items listed in Section 7(g) that require supermajority vote.
Section 8 – Public Records.	As a public agency, the records of the Agency are public records and may be disclosed as required under state law. Because the parties may hold records related to the Agency, the parties agree to cooperate with the Agency with regard to records.
Section 9 – Advisory Groups; Principal’s Assembly.	Forms an Operations Board to serve in an advisory capacity to the Executive Director and the Executive Board. Authorizes the formation of one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis or similar. Permits the Agency to hold a Principals Assembly to present a review of activities and financial reports of the Agency to members of the Agency and other stakeholders.
Section 10 – Executive Director.	Outlines the role and responsibility of the Executive Director. The Executive Director will be selected by and report to the Executive Board and will be responsible for the day to day activities and operations of the Agency.
Section 11 – Personnel Policy.	The Executive Director shall prepare a personnel policy for approval by the Executive Board.
Section 12 – Budget, Payment of Budget Shares, Delinquencies and Reserve Funds.	Provides the process for budget preparation and approval by the Executive Board. May include the establishment of reserve funds. Provides for the allocation of cost and budget share among the parties based on a per capita basis. Payments of Agency charges are due on a quarterly basis.
Section 13 – Use of Agency Funds.	Funds of the Agency shall be used in accordance with federal, state and local law. Expresses the intent of the parties to ensure that the Agency remains eligible for MIDD grant funds.
Section 14 – Addition of New Principals.	Cities that have coterminous jurisdictional boundaries that agree to the terms of the Agreement may be added as Principals if approved by a Supermajority Vote of the Executive Board.

Section	Summary
Section 15 – Fiscal Agent, Contract and Support Services.	It is anticipated that initially support services (including employees and Fiscal Agent services) will be provided by the City of Kirkland pursuant to separate agreements between the Agency and Kirkland. Employees and the Fiscal Agent may be held in-house, provided by Kirkland, or provided by another agency from time to time by contract.
Section 16 – 17	Administrative provisions regarding retained powers of Principals and with respect to inventory and property owned by or loaned to the Agency.
Section 18 – Withdrawal by or Termination of Principal.	After the initial six year term, a party may withdraw by giving at least one year advance written notice. Withdrawal will be effective on or before December 31 of the following year.
Section 19 – Amendment of Agreement.	The Agreement may be amended in certain circumstances upon Supermajority Vote of the Executive Board. Circumstances that require consent of all city councils of the parties to the Agreement are listed in Section 19.
Section 20 – Termination of Agreement; Dissolution of Agency.	Agreement may be terminated upon Supermajority Vote of the Executive Board. Provides for process of distributing assets and winding up affairs of the Agency upon termination.
Section 21 - 32	Administrative provisions for dispute resolution, joint indemnification, notice, intergovernmental cooperation, choice of law, venue, general compliance with laws, and other related provisions.
Section 33 – Termination of 2019 Agreement	Provides that the 2019 Agreement among the parties with respect to the RADAR pilot program will be terminated upon the effective date of the Agreement, provided that employees and services are expected to be transferred from and after the effective date.
Section 34 – Execution, Counterparts and Effective Date	The Agreement will be approved by action of each party’s city council, and will be effective on the specified date (anticipated to be January 1, 2023).
Exhibit A	2023-2024 agency budget and shares

DRAFT DATED SEPTEMBER 8, 2022

REDLINE SHOWS REVISIONS SINCE DRAFT DATED AUGUST 31, 2022

ARTICLES OF INCORPORATION

OF

COMMUNITY MOBILE CRISIS RESPONSE AGENCY

We, the undersigned, acting as the incorporators of a nonprofit corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Incorporation (“Articles”) for such corporation:

ARTICLE I — NAME

The name of this corporation is: COMMUNITY MOBILE CRISIS RESPONSE AGENCY (the “Agency”).

ARTICLE II — DURATION

The period of duration of the Agency is perpetual.

ARTICLE III — PURPOSES

The Agency is organized on behalf of and as an instrumentality of its governmental members to carry out certain exclusively governmental activities and the purposes of the Community Mobile Crisis Response Agency Interlocal Agreement (the “Interlocal Agreement”) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. These purposes include developing, owning, operating and managing and maintaining a mobile crisis response agency as further described in the Interlocal Agreement.

ARTICLE IV — PROHIBITED ACTIVITY

Notwithstanding any of the provisions of these Articles ~~of Incorporation~~, the Agency shall not conduct or carry-on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 of the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the Agency shall inure to the benefit of any director, officer, or private individual. No substantial part of the activities of the Agency shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue

Code, and the Agency shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The Agency shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

ARTICLE V — POWERS

| In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles ~~of Incorporation~~ or in the Agency’s Bylaws or in the Interlocal Agreement, the Agency shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Agency’s purposes.

ARTICLE VI — MEMBERS

Each Member of Agency must be a municipal corporation formed and existing under the laws of the state of Washington as a city and meeting the other requirements described in the Interlocal Agreement. As used in these Articles, the term “Members” means “Principals” as defined in the Interlocal Agreement. The rights and responsibilities of the Members/Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. The Agency shall have one class of Members/Principals, except that each Member/Principal may be treated as a separate class for calculating votes as provided for in the Interlocal Agreement.

ARTICLE VII — DISTRIBUTIONS UPON DISSOLUTION

No director, trustee, or officer of the Agency, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Agency or the winding up of its affairs. Upon dissolution of the Agency, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the Agency, and after returning, transferring, or conveying assets held by the Agency requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of the Agency shall be distributed by the Executive Board as provided for in the Interlocal Agreement.

ARTICLE VIII — DISSENTING MEMBERS

“Dissenting members,” as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to “a return of less than the fair value” of their membership as that term is used in RCW 24.06.255.

ARTICLE IX — BYLAWS

Provisions for the regulation of the internal affairs of the Agency shall be set forth in the Bylaws of the Agency.

ARTICLE X — REGISTERED AGENT

The address of the initial registered office of the Agency is City of Kirkland (c/o the Community Mobile Crisis Response Agency), 123 5th Avenue, Kirkland, WA 98033. The name and address of its initial registered agent is the City Clerk (or such officer’s designee), City of Kirkland, 123 5th Avenue, Kirkland, WA 98033.

ARTICLE XI — DIRECTORS

The initial board of directors (referred to in the Interlocal Agreement as the “Executive Board”) shall consist of five (5) directors. The names and addresses of the persons who are to serve as initial directors are:

| ~~Kyle Stannert, City Manager~~[_____]
City of Bothell
18415 101st Avenue N.E.
Bothell, WA 98011

| ~~Stephanie Lucash, Assistant City Manager [Rob?]~~[_____]
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

| [_____] ~~Kurt Triplett, City Manager~~
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

| [_____] [_____]
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

| [_____] [_____]
City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133

Actions of the Directors of the Agency shall be conducted as provided in the Interlocal Agreement, the Bylaws and policies of the Agency. The Board shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Directors, as provided for in the Interlocal Agreement, and including but not limited to the powers provided for in the Interlocal Agreement.

Directors may be removed as provided for in the Interlocal Agreement.

ARTICLE XII -- OFFICERS

The Agency shall have four officers, a President, Vice-President, Secretary and Treasurer. The responsibilities of the officers shall be described in the Interlocal Agreement and the Agency Bylaws.

ARTICLE XIII — INCORPORATORS

The names and addresses of the incorporators are:

- []

City of Bothell

18415 101st Avenue N.E.

Bothell, WA 98011
- []

City of Kenmore

18120 68th Ave. N.E.

Kenmore, WA 98028
- []

City of Kirkland

123 Fifth Avenue

Kirkland, WA 98033
- []

City of Lake Forest Park

17425 Ballinger Way NE

Lake Forest Park, WA 98155
- []

City of Shoreline

17500 Midvale Ave. N.

Shoreline, WA 98133

~~[CONSIDER DESIGNATING ONE OR TWO INDIVIDUALS TO INCORPORATE]~~

ARTICLE XIV — LIMITATION OF DIRECTOR LIABILITY

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or may be amended from time to time), a director of the Agency (a director is referred to as a “Member of the Executive Board” in the Interlocal Agreement) shall not be personally liable to the Agency for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of the Agency to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of the Agency, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the Agency occurring after the date of the adoption of this Article and prior to such amendment or repeal.

ARTICLE XV — INDEMNIFICATION

Except as provided in Article XIV, the Agency shall indemnify any director and officer of the Agency who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the Agency to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors (referred to as the “Executive Board” in the Interlocal Agreement), the Agency may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Agency. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in the Agency, shall be advanced by the Agency to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended.

The Board of Directors of the Agency shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles ~~of Incorporation~~, the bylaws of the Agency, a vote of the Board of Directors of the Agency, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer,

employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

The Agency shall also indemnify and hold harmless every Member/Principal, including, but not limited to that Member's/Principal's officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees and costs which arise out of acts and/or omissions of the Agency.

Nothing in these Articles ~~of Incorporation~~ may be interpreted as a waiver of sovereign immunity by any member.

Indemnification of directors and officers by the Agency shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the reasonable opinion of competent counsel, payment of such

indemnification would cause the Agency to lose its exemption from federal income taxation.

ARTICLE XVI — CONFLICTS

In the case of any conflict between any of these Articles and the ~~bylaws~~ Bylaws of the ~~PSE&N Operator~~ Agency, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

ARTICLE XVII — DATE OF INCORPORATION

The date of incorporation of the Agency shall be _____, 2023.

ARTICLE XVIII — NO CORPORATE STOCK; NO DISTRIBUTION OF SURPLUS FUNDS

The Agency will have no capital stock. The Agency will not distribute surplus funds to its members, stockholders, or other persons.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation this ____ day of _____, 2023.

INCORPORATORS:

[Signature blocks to follow]

**SUMMARY OF DRAFT COMMUNITY MOBILE CRISIS RESPONSE AGENCY
ARTICLES OF INCORPORATION**

Section	Summary
Introduction and Purpose	The purpose of the Articles of Incorporation (“Articles”) is to incorporate the Agency as a nonprofit organization for purposes of Washington State law. The document, and much of its contents, is required under chapter 24.06 RCW and the Washington Secretary of State. References in the Articles to corporation mean the Community Mobile Crisis Response Agency (“Agency”) and to the Board of Directors means the Executive Board. As a nonprofit organization, a large portion of the Articles is dedicated to prohibiting members from benefitting financially from the organization, limiting the scope of the activities of the organization to those expressly provided for or related to, and limiting the liability of the members. For practical purposes, the Interlocal Agreement provides the framework and specific terms related to operations and governance of the Agency.
Article I - Name	States the name of the corporation as the Community Mobile Crisis Response Agency.
Article II – Duration	Duration of the Agency for purposes of nonprofit status is perpetual.
Article III – Purposes	Notes that the Agency is organized as an instrumentality of its members to carry out certain governmental activities and the terms of the Interlocal Agreement.
Article IV – Prohibited Activity	Limits authority of the Agency and prohibits any net earnings of the Agency to benefit directors or officers of the Agency. States that the Agency shall not have or issue shares of stock or disburse income to its directors or officers, and shall not make loans to its officers or directors.
Article V – Powers	Powers of the Agency are those set forth in the Interlocal Agreement and state law.
Article VI – Members	Members of the Agency must be governmental agencies, specifically cities. As used in the Articles, “Members” mean “Principals” as defined in the Interlocal Agreement.
Article VII – Distribution Upon Dissolution	Provides no director, trustee, officer of the Agency or any private individual shall be entitled to the assets of the Agency upon dissolution. Upon dissolution, assets shall be distributed as provided in the Interlocal Agreement.
Article VIII – Article X	Provides for statutorily defined terms of dissenting members, allows for the adoption of bylaws, and appoints the City of Kirkland as the registered agent for purposes of receiving certain notices. Note that the registered agent can be changed if and when the administering/fiscal agent of the Agency changes or when determined to be necessary.
Article XI – Directors	The initial Board of Directors shall consist of the five members of the Executive Board.
Article XII – Officers	Articles mirror the Interlocal Agreement and provide that the Agency shall have four officers – a President, Vice-President, Secretary and Treasurer.

Section	Summary
Article XIII – Incorporators	Provides that the incorporators of the Agency will be the members of the initial Executive Board.
Article XIV – Limitation of Director Liability	Limits personal liability of members of the Executive Board.
Article XV – Indemnification	Provides for Agency indemnification of directors and officers.
Article XVI – Conflicts	Provides that if there is a conflict between the Interlocal Agreement and the Articles, the Interlocal Agreement will control.
Article XVII – Date of Incorporation	State law allows the organization to specify an incorporation date. It is anticipated that the Agency will be incorporated at the same time or soon after the effective date of the Interlocal Agreement.
Article XVIII – No Corporate Stock; No Distribution of Surplus Funds	Reiterates that the Agency will have no capital stock or disperse surplus funds to its members, stockholders or other persons.

Community Mobile Crisis Response Agency

2023-2024 Budget Cover Sheet

Summary

The proposed 2023-2024 budget for the Community Mobile Crisis Response (CMCR) Agency fully supports operations for a 13 FTE program with total biennial expenses at just over **\$5M** in 2023-2024 plus one-time start-up costs at just over **\$400,000** in 2023. The budget assumes nearly **\$1.1M** in grant revenue in 2023-2024, leaving a balance of **\$4.3M** which would be covered by member agency contributions.

Member Agency Contributions

The five member agencies, Cities of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline agreed to split the one-time start-up costs equitably among the cities on a per-capita basis. The 2023-2024 on-going costs are shared among the cities, too, but using a different formula. When the original RADAR program expansion was proposed, City of Kirkland was unable to justify increased contributions to RADAR in addition to its on-going, higher investment in the new Kirkland-only Community Responder program. However, if Kirkland chose not to participate in the RADAR expansion, the financial feasibility of expansion for the other member cities may have been difficult due to Kirkland having the largest population and, therefore, the largest proportional share of the expenses. Instead, Kirkland proposed merging and further expanding the two programs with Kirkland covering total costs for 3.5 FTEs and two vehicles, roughly \$550,000 in the first year, with remaining program costs allocated equitably on a per-capita basis among all five cities. During interlocal agreement negotiations, the five cities agreed to use this allocation formula for 2023-2024 and transition to sharing all program costs equitably on a per-capita basis starting in 2025-2026.

Table 1. 2023-2024 Member Agency Contributions

City	2023 One-Time Costs	2023 On-going Costs	2024 On-going Costs	2023-2024 Total	Preliminary ¹ 2025-2026 Total
Bothell	\$82,412	\$265,509	\$312,532	\$660,454	\$896,013
Kenmore	\$40,566	\$130,693	\$153,839	\$325,099	\$441,049
Kirkland	\$157,567	\$1,070,865	\$1,107,700	\$2,336,132	\$1,713,116
LFP	\$22,935	\$73,891	\$86,978	\$183,804	\$249,360
Shoreline	\$101,575	\$327,248	\$385,205	\$814,029	\$1,104,362
Total	\$405,055	\$1,868,206	\$2,046,255	\$4,319,518	\$4,403,900

¹ The preliminary 2025-2026 budget is based on current service levels and may be subject to change.

Other Revenues

The 2023-2024 budget assumes over \$500,000 in grant revenue per year from grants the RADAR program has already secured, covering roughly 20% of the total biennial operating costs. Secured grants include:

- \$436,000 per year from King County’s Mental Illness Drug Dependency (MIDD) levy,
- \$72,400 per year from the Department of Justice, and
- \$80,000 in 2023 from the Washington Association of Sheriffs and Police Chiefs (WASPC).

Expenses

The CMCRA Agency budget is designed to fully support operations for a 13 FTE program, with biennial expenses budgeted at just over \$5M. Categories of expenses, and budget assumptions, are further detailed by category. A general annual inflation of 3% is applied to all line items other than personnel.

Personnel (82%): Includes salaries and benefits for 1 FTE Executive Director, 1 FTE Program Supervisor, 1 FTE Administrative Assistant, and 10 FTE Responders, background check costs, and overtime to staff the graveyard shift on an on-call basis. Cost of living adjustments are budgeted at 8.5% in 2023 and 4% in 2024². The budget also assumes an annual turnover rate of 3.0 FTE.

Miscellaneous (8%): Includes insurance for the agency and Responders, marketing budget, and recovery support items such as gift cards for food, cell phones for individuals experiencing homelessness to contact case managers, motel vouchers, etc. This category also includes a 5% operating reserve, 2.5% contingency reserve, admin agent fee charged by the City of Kirkland to host the program, and a charge for use of office space at the City of Kirkland.

IT, Supplies, and Furniture (6%): Includes desks, chairs, printers, laptops, tablets, IT operating charge per FTE, phones, database hosting costs, and asset replacement for any technology. The budget includes asset replacement costs for the phones.

Professional Services and Training (2%): Includes budget for quality improvement and audit consultants, database development and other professional services, and travel, registration, and training budgets for the Responders.

Clothing and Equipment (1%): Includes clothing, ballistic vests, boots, radios, and other PPE for the Responders. The budget includes asset replacement costs for the vests and radios.

Vehicles (1%): Includes purchase of two vehicles for the Responders and fuel, maintenance, and asset replacement costs for four vehicles (including the additional two vehicles Kirkland has already purchased).

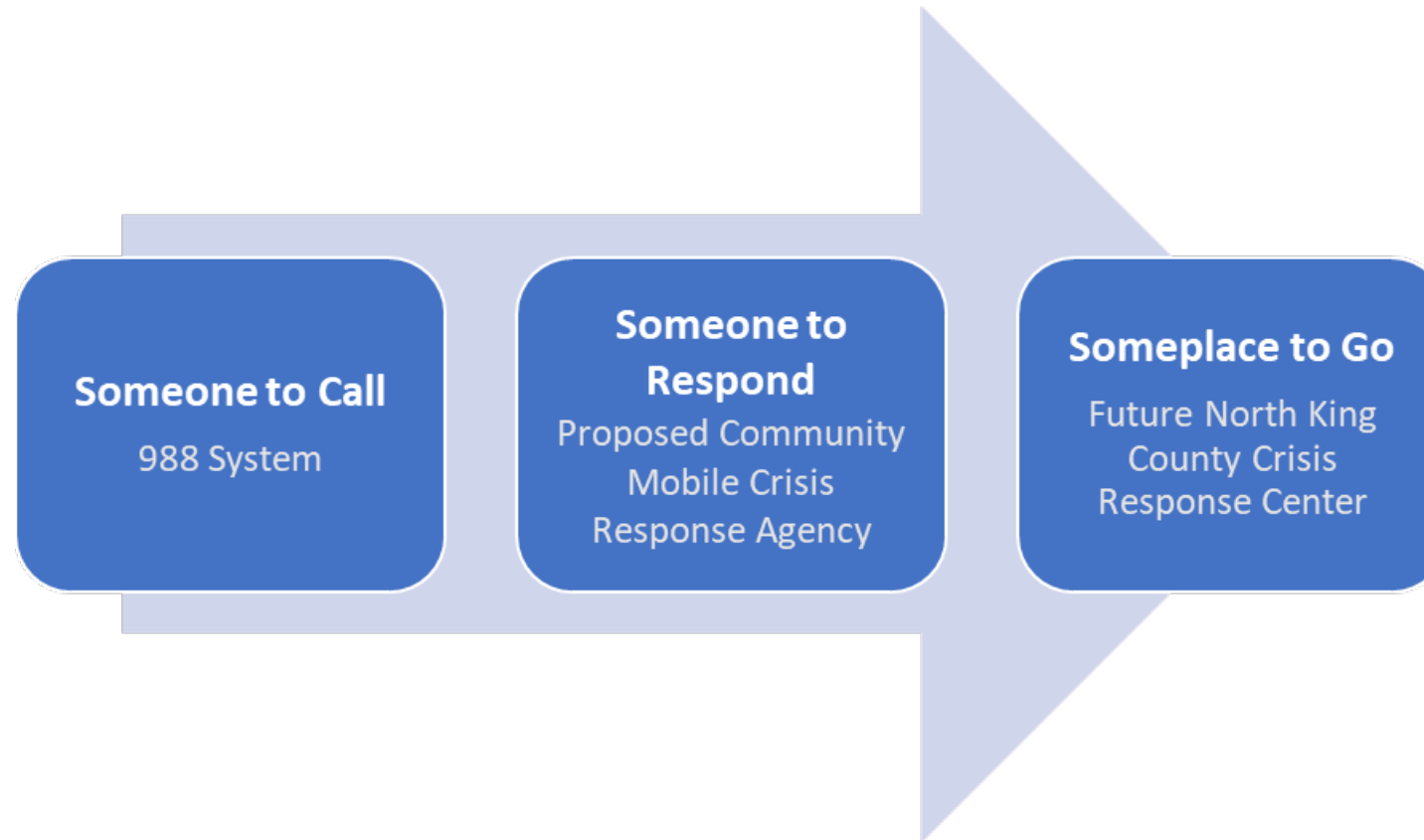
² Note that the COLA assumptions are preliminary. The City of Kirkland, which would serve as the fiscal agent for the program, has not yet set its COLA rates for 2023 and 2024.

Forming a New Community Mobile Crisis Response Agency



Phillip Hill
City Administrator

Creating a Regional Continuum of Behavioral Health Services



CMCR Team

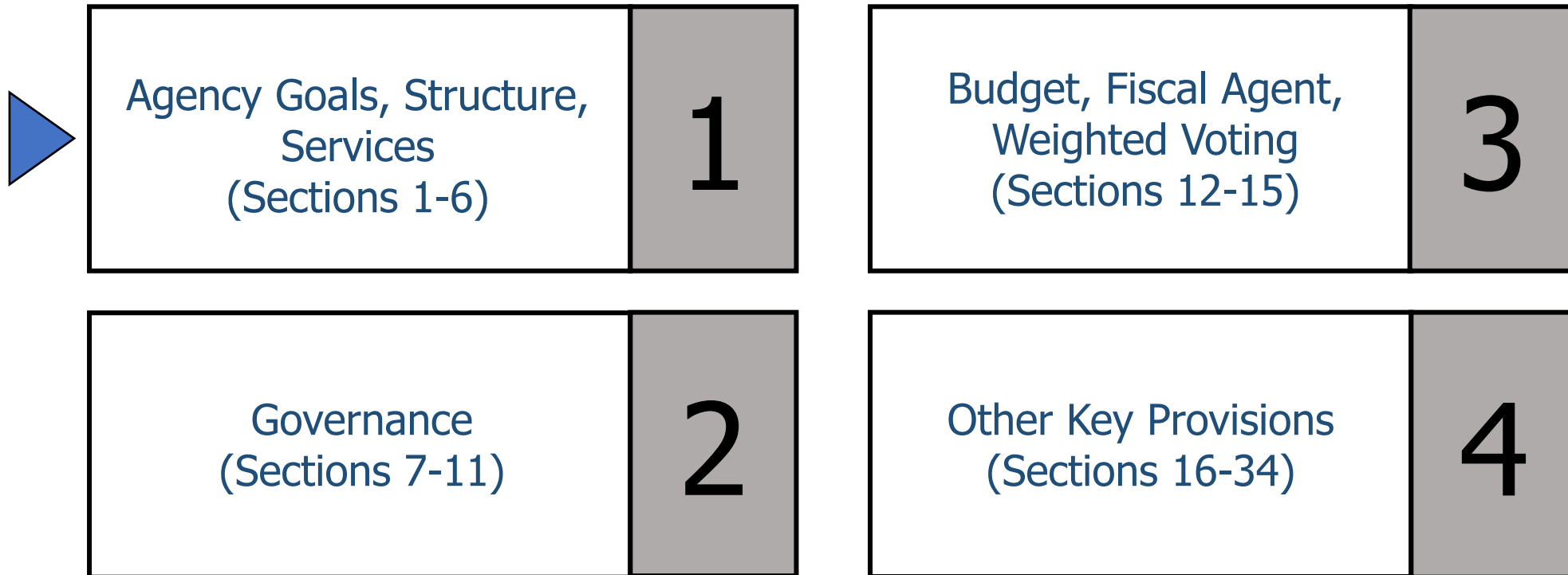
Karen Reed, Consultant	Karen Reed Consulting
Deanna Gregory, Outside Legal Consultant	Pacifica Law Firm
Kurt Triplett, City Manager	City of Kirkland
Beth Goldberg, Deputy City Manager for Operations	City of Kirkland
Kevin Raymond, City Attorney	City of Kirkland
Carly Joerger, Management Analyst	City of Kirkland
Debbie Tarry, City Manager	City of Shoreline
Christina Arcidy, Management Analyst	City of Shoreline
Phillip Hill, City Administrator	City of Lake Forest Park
Stephanie Lucash, Assistant City Manager	City of Kenmore
Becky Range, Interim Assistant City Manager	City of Bothell
Brook Buettner, RADAR Program Manager	City of Bothell

Policy Discussion

Policy Considerations

1. The proposed creation of Community Mobile Crisis Response Agency (CMCR) as an independent, non-profit agency.
2. Proposed governance structure for the CMCR.
3. Proposed program, staffing, and funding structure for the CMCR.
4. Weighted voting and new membership provisions.
5. General feedback on the draft ILA.

Key Provisions of the ILA



ILA Section 1-6: Agency Goals, Structure & Services

- Introduction and Recitals
- Section 1 – Creation of Community Mobile Crisis Response Agency
- Section 2 – Term of the Agreement
- Section 3 – Definitions
- Section 4 – Agency Goals
- Section 5 – Agency Services
- Section 6 – Agency Powers

Background

Primary goal: Adopt a community response model where MHPs are the primary responders to community members in crisis, where appropriate.

Other objectives:

1. Governance Models (City Managers OR Elected Officials OR some combination of the two, and may include community members with lived experience in the crisis care system)
2. 24/7 Hours of Operation
3. Funded by member city contributions and outside sources
4. Weighted Voting Structure
5. Fiscal and Administrative Agent
6. Proximity to all member agencies
7. Integrated 988 and 911 Dispatch
8. Process for other cities to join

ILA Section 1-6: Agency Goals, Structure & Services

- The five cities propose forming a separate, independent agency incorporated as a non-profit.
 - Fits the scope and size of this new agency; agency won't be issuing debt and, risk and liability rests with the agency and not individual cities.
- Options considered:
 - Joint-boards like ARCH (Regional Coalition for Housing)
 - Public Development Authorities like SCORE Jail (South Correctional Entity)
 - Non-profits like NORCOM (NE King County Consolidated 911), and Cascade Water Alliance

ILA Section 1-6: Agency Goals, Structure & Services

Policy Considerations

1. The proposed creation of Community Mobile Crisis Response Agency (CMCR) is as an independent, non-profit agency.
2. Proposed governance structure for the CMCR.
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Key Provisions of the ILA

Agency Goals, Structure,
Services
(Sections 1-6)

1

Budget, Fiscal Agent,
Weighted Voting
(Sections 12-15)

3



Governance
(Sections 7-11)

2

Other Key Provisions
(Sections 16-34)

4

ILA Section 7-11: Governance

- Section 7 – Executive Board; Composition and Operation
- Section 8 – Public Records
- Section 9 – Advisory Groups; Principal's Assembly
- Section 10 – Executive Director
- Section 11 – Personnel Policy

ILA Section 7-11: Governance

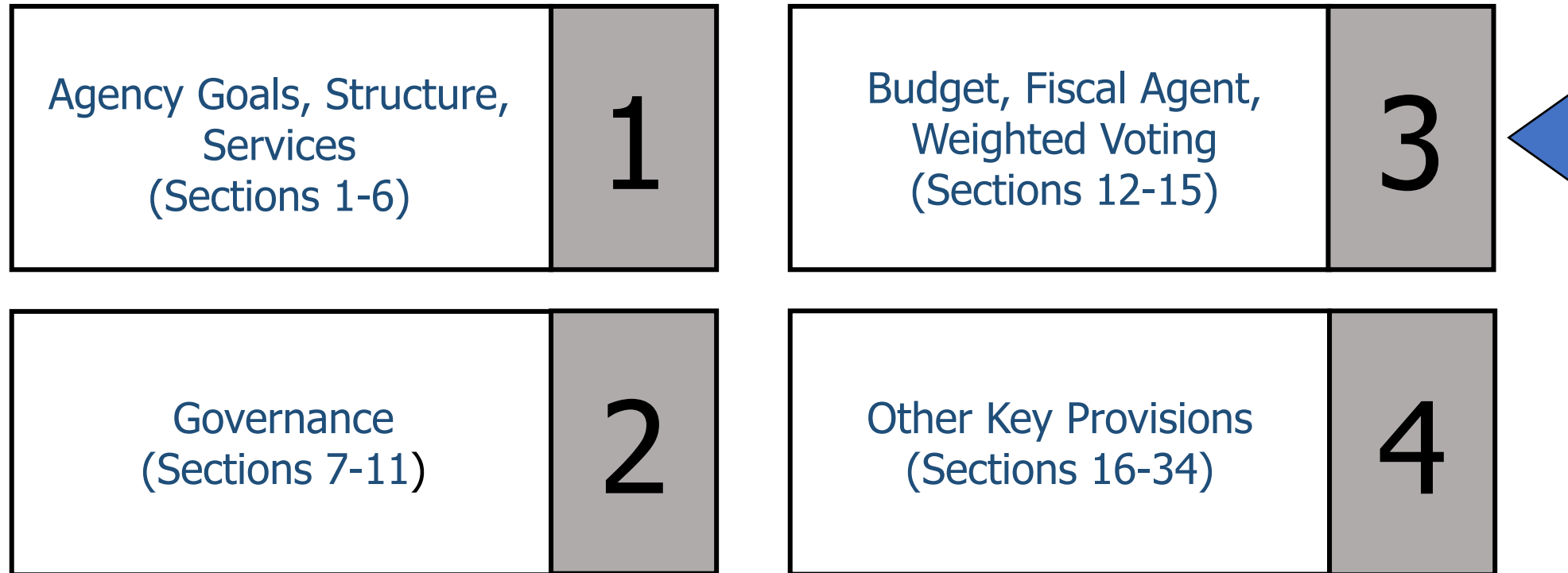
- **Executive Board**
 - 5 City Managers/City Administrators
 - Non-voting Liaison from Operations Board
- **Advisory Boards**
 - Operations Board
 - Multi-disciplinary Board
 - Community Advisory Board
 - Individuals with lived experience in the crisis care system
- **Principal's Assembly**
 - Representatives from each Principal's elected body meets at least once per year

ILA Section 7-11: Governance

Policy Considerations

1. The proposed creation of Community Mobile Crisis Response Agency (CMCR) is as an independent, non-profit agency.
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Key Provisions of the ILA



Staffing, Hours of Coverage, and Deployment Method

- Staffing
 - \$5.5M in 2023-2024 supports 13 FTEs
- Hours of coverage
 - Day and Swing shift cover 6:00 am – midnight 7 days per week in two locations
 - One location in Kirkland another centrally located
 - Graveyard shift will be covered on an on-call basis
- Deployment Method
 - Shifts overlap; responders work in pairs during the overlap (sample schedule)

ILA Section 12-15: Budget, Weighted Voting, etc.

Sample Schedule for CMCR Agency

Sep-22

13 FTEs (10 Responders), two units, coverage based on Kirkland's call volume data, and assuming a hybrid deployment model (pairs + solo)

UNIT 1

SUN	MON	TUE	WED	THUR	FRI	SAT
6am	6am	6am	6am	6am	6am	6am
7am	7am	7am	7am	7am	7am	7am
8am	8am	8am	8am	8am	8am	8am
9am	9am	9am	9am	9am	9am	9am
10am	10am	10am	10am	10am	10am	10am
11am	11am	11am	11am	11am	11am	11am
12pm	12pm	12pm	12pm	12pm	12pm	12pm
1pm	1pm	1pm	1pm	1pm	1pm	1pm
2pm	2pm	2pm	2pm	2pm	2pm	2pm
3pm	3pm	3pm	3pm	3pm	3pm	3pm
4pm	4pm	4pm	4pm	4pm	4pm	4pm
5pm	5pm	5pm	5pm	5pm	5pm	5pm
6pm	6pm	6pm	6pm	6pm	6pm	6pm
7pm	7pm	7pm	7pm	7pm	7pm	7pm
8pm	8pm	8pm	8pm	8pm	8pm	8pm
9pm	9pm	9pm	9pm	9pm	9pm	9pm
10pm	10pm	10pm	10pm	10pm	10pm	10pm
11pm	11pm	11pm	11pm	11pm	11pm	11pm
14 hrs coverage	14 hrs coverage	16 hrs coverage	18 hrs coverage	17 hrs coverage	18 hrs coverage	15 hrs coverage
6 hrs in pairs	6 hrs in pairs	10 hrs in pairs	15 hrs in pairs	10 hrs in pairs	9 hrs in pairs	5 hrs in pairs

Staff
1
2
3
4
5
6
7
8
9
10
11 Admin (not scheduled)
12 Lead (not scheduled)
13 PM (not scheduled)

ILA Section 12-15: Budget, Weighted Voting, etc.

Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds (66%) of all Members of the Executive Board in number and (2) not less than sixty percent (60%) of the Weighted Vote of all Members of the Executive Board. (By way of example, so long as there are five Principals, then four Member in number must vote in the affirmative to satisfy the first prong of a Supermajority Vote).

Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Budget Share due and payable for the then current budget period bears to the total Budget Shares payable for the then current budget period by all Principals. A Weighted Vote may not be split.

	Bothell	Kenmore	Kirkland	LFP	Shoreline	Total
Population (April 2021 Revised OFM)	48,135	24,050	92,900	13,630	59,260	237,975
% of Total	20.23%	10.11%	39.04%	5.73%	24.90%	100.00%
Estimated Per Capita Contributions assuming a 13 FTE Program (10 Responders)						

ILA Section 12-15: Budget, Weighted Voting, etc.

- g. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:
- i. Approval of or amendment to the Agency budget, including other service charges.
 - ii. A decision to acquire assets, equipment, real or personal property valued at over 20% of the then current budget for the budget period.
 - iii. Admission of a new Principal.
 - iv. Appointing or removing the Executive Director.
 - v. Amending this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement).
 - vi. Adoption or amendment of the Agency Bylaws, or amendment of the Agency Articles of Incorporation subject to other applicable requirements of chapter 24.06 RCW.
 - vii. Other actions requiring a two-thirds majority vote under chapter 24.06 RCW, including termination, dissolution, merger, consolidation or sale of all or substantially all assets of the Agency.

ILA Section 12-15: Budget, Weighted Voting, etc.

- Adding New Principals:
 - Requires a supermajority vote
 - Must be a city
 - Must share a border with an existing principal
 - Accept the terms of the ILA and budget shares
 - Not been a Principal in the preceding 5 years
- Kirkland will serve as the fiscal/admin agent and program host
 - All employees will be employees of the City of Kirkland, loaned to the new entity

ILA Section 12-15: Budget, Weighted Voting, etc.

City Contributions & Grants	2023 One-Time	2023 On-going	2024 On-going	2023-2024 Total	Preliminary 2025-2026 Total
Bothell	\$82,412	\$265,509	\$312,532	\$660,454	\$896,013
Kenmore	\$40,566	\$130,693	\$153,839	\$325,099	\$441,049
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Total City Contributions	\$405,055	\$1,868,206	\$2,046,255	\$4,319,518	\$4,403,900
Total Grant Revenue	\$0	\$588,400	508,400	\$1,096,800	\$944,400
Total Program Costs	\$405,055	\$2,456,607	\$2,554,655	\$5,416,318	\$5,348,300

- The budget assumes MIDD grant revenue will be awarded in 2023-2024
- At 54% of city contributions, Kirkland carries a larger portion in 2023-2024 than its relative population; pro-rata begins 25/26 budget

ILA Section 12-15: Budget, Weighted Voting, etc.

Policy Considerations

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Key Provisions of the ILA

Agency Goals, Structure,
Services
(Sections 1-6)

1

Budget, Fiscal Agent,
Weighted Voting
(Sections 12-15)

3

Governance
(Sections 7-11)

2

Other Key Provisions
(Sections 16-34)

4



ILA Section 16-34: Other Key Provisions

- Administrative provisions related to termination, amendments, dispute resolution, etc.
- Effective Date: January 1, 2023
 - Start-up tasks to form the entity, and hire additional staff, will take time
 - Goal is to be operational, with existing staff, by Q1 2023

Wrap up

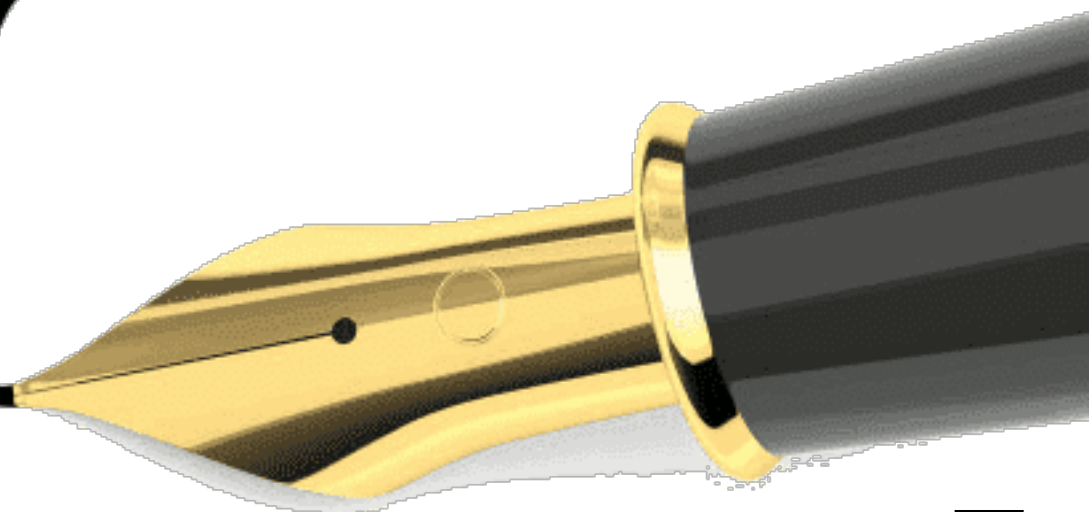
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5. General feedback on the draft ILA.

Next Steps

- Staff from 5 cities reconvene to incorporate feedback from all Councils into the next draft
- Council will be asked to consider adopting the ILA in October

Thank
you



Stride Program Update and Real Property Overview

Lake Forest Park City Council

9/22/22

Why we are here

Section 5, ItemB.

- Stride Bus Rapid Transit Project Overview
- Overview of the Sound Transit acquisition and relocation process

Stride Program

Stride Bus Rapid Transit Section 5, ItemB.

Opens 2026-2027

S1 Line: Bellevue to Burien

S2 Line: Bellevue to Lynnwood

S3 Line: Shoreline to Bothell

- Connects to Link light rail in Shoreline, Lynnwood, Bellevue and Tukwila
- Limited-stop service in the I-405, SR 522 and SR 518 corridors



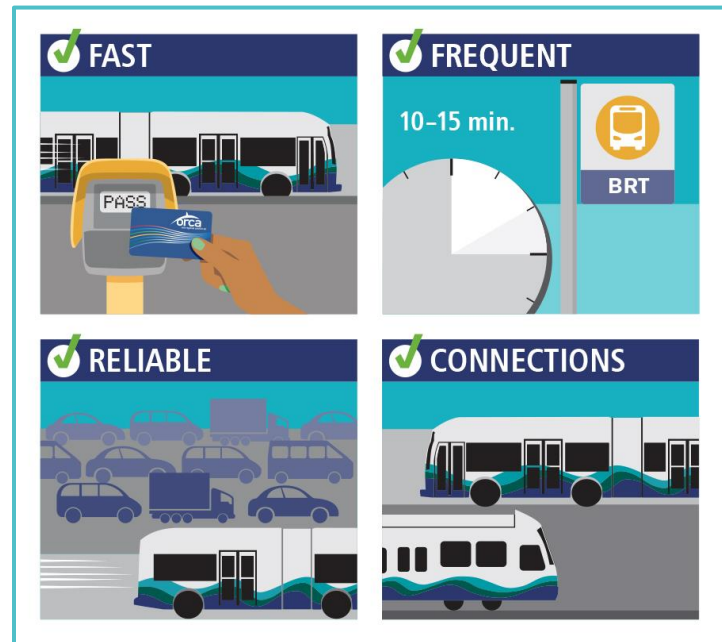
Stride Program Elements

BRT: Fast, frequent, reliable service

Section 5, ItemB.

BRT infrastructure designed for fast, frequent and reliable service

- 10-minute headways
- Up to 19 hours of service Monday through Saturday
- Up to 17 hours on Sunday



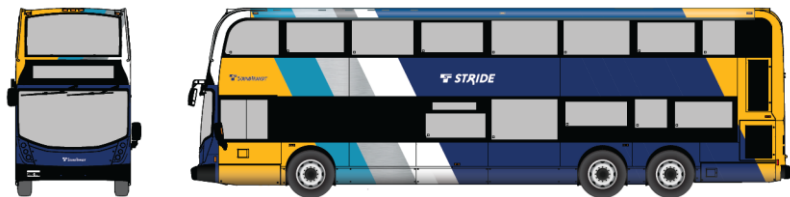
Stride Fleet and Stations

Section 5, Item B.

- State of the art passenger information
- Offboard fare payment, except for cash
- Bicycle accommodations: front racks on the bus & storage at select stations
- Currently evaluating double-decker propulsion options & BEB technology



S1 & S2 (I-405)



Double-deck buses for highway service

S3 (SR 522)

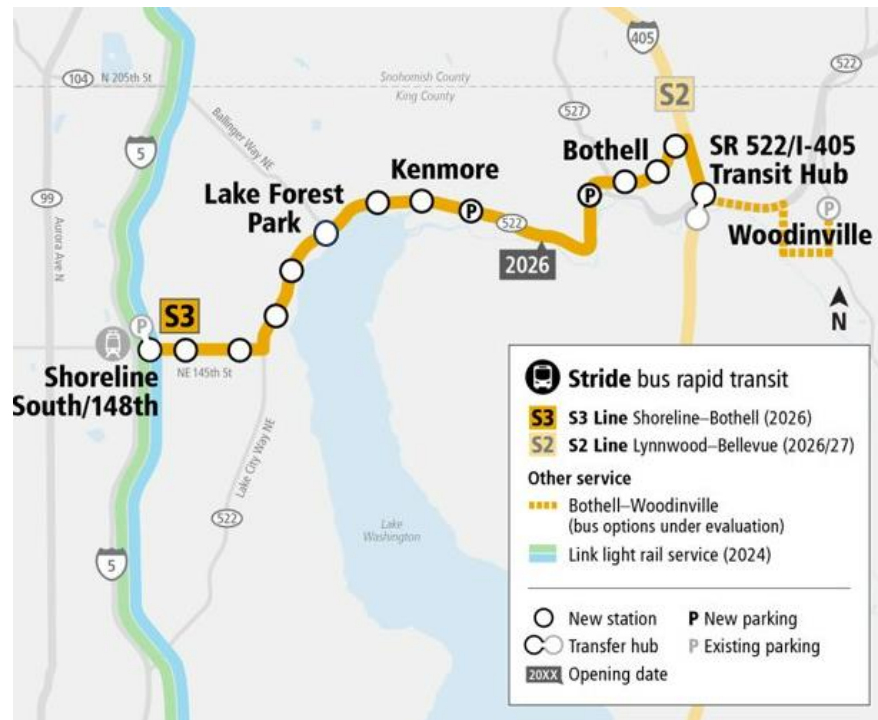


Articulated battery electric buses for shorter arterial route

Stride in Lake Forest Park

Section 5, ItemB.

- Three Station Pairs
- Road widening to add bus only lanes
- Transit signal priority
- Pedestrian improvements



Stride Schedule – Update

Section 5, ItemB.

	Realignment	January 2022	June 2022
Bus Base North	2025	2026	2026
S1 (I-405S)	2026	2027	2027
S2 (I-405N)	2027	2028	2027
S3 (SR-522)	2026	2027	2027

Aggressively pursuing schedule recovery

- Identifying strategies to accelerate schedule – informed by design
- Design and construction methods – ensure lasting quality
- Sound Transit policies and procedures – risk/speed
- Partners: review and permitting – regulatory flexibility

Stride Program – 2022/23 look ahead

Section 5, ItemB.

- Complete 60%+ design
- Property identification and acquisition: Board approves ROW acquisition
- 2023 Community Outreach at 60% design

Property Acquisition Process

Role of the real property team

Section 5, ItemB.

- Treat everyone fairly, with respect and consistency
- Spend tax and grant dollars wisely
- Acquire sufficient property rights needed to build, operate and maintain our transit system.

Governing & Guiding Documents

Section 5, ItemB.

- Uniform Relocation Assistance and Real Property Acquisition Policy Act (1970) “aka: The Uniform Act”
- Board Policy
- Sound Transit Real Property Acquisitions and Relocation Policy, Procedures and Guidelines
- Federal Transit Agency Circular 5010
- Revised Code of Washington (RCW's)

Types of Rights Acquired

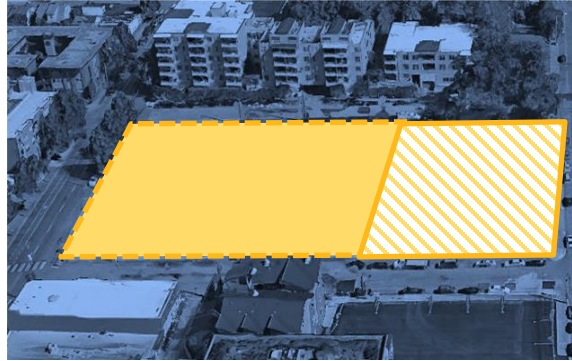
Section 5, Item B.

Full Acquisition



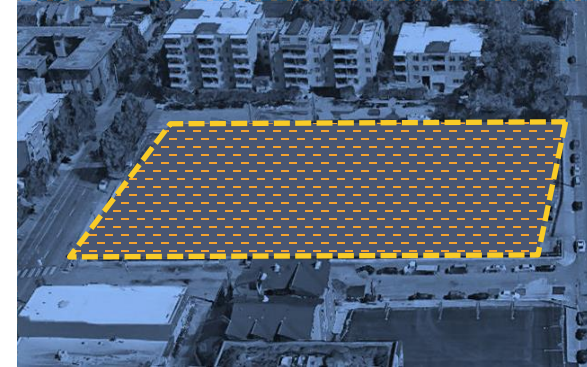
Purchase entire property

Partial Acquisition



Purchase partial areas of property or permanent easements

Temporary Acquisition



Temporary use of all or part of property, but no permanent need

So how do we get you from this... to T

Section 5, ItemB.



Steps following Board Authorization

Section 5, ItemB.

- Appraise each property interest, landowner participates
- Establish Just Compensation and make written offer
- Relocation and Acquisition processes are in parallel
- Displaced persons or businesses eligible for relocation benefits when offer made to landowner
- Negotiate in Good Faith and avoid litigation
- Provide displacees advisory services
- Give statutory notices for all steps along the way

Resources for Owners & Tenants

Section 5, ItemB.

- Agent assigned every landowner and displacee
- Translation Services if needed
- Professional services reimbursement up to \$7500
- Owners appraisal or review up to \$5000
- Accounting fees up to \$2500
- Advance payment for some relocation expenses
- Move expense reimbursement

Acquisition and Relocation Timing

Section 5, ItemB.

- *Every property comes to Board for authorization*
- *Average acquisition – 18-24 months*
- *Corridor preservation – Early Acquisitions*
- *Real Property work continues thru closeout*
- *Work closely with Local Jurisdictions*

End where we began

Section 5, ItemB.

**Treat everyone fairly,
consistently and with
respect.**



Thank you.



 soundtransit.org



**CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
September 8, 2022**

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

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

Councilmembers absent: Phillippa Kassover

Staff present virtually: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Jeff Perrigo, Public Works Director; Calvin Killman, Building Official; Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Mayor Johnson called the September 8, 2022, City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

Discussion of Proposed Building Permit Fees

Building Official Killman presented the item and responded to questions.

Adoption of 2018 International Building Codes and Other Construction-related Codes

Building Official Killman presented the item and responded to questions.

ADJOURNMENT

There being no further business, Mayor Johnson adjourned the meeting at 6:48 p.m.

Jeff Johnson, Mayor

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
September 8, 2022

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

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

Councilmembers absent: Phillippa Kassover

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

Others present: 6 visitors

CALL TO ORDER

Mayor Johnson called the September 8, 2022 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor Johnson gave the Pledge of Allegiance.

ADOPTION OF AGENDA

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

PROCLAMATION – Puget Sound Starts Here Month

Deputy Mayor French read a proclamation for Puget Sound Starts Here Month.

PUBLIC HEARING

Ordinance 1248/Renewing Interim Development Regulations as Authorized by the Growth Management Act Relating to Indoor Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing

Planning Director Bennett presented the item

Mayor Johnson opened the public hearing and invited comments from the audience. There were no comments from the public.

Planning Director Bennett responded to additional questions from the speakers at the public hearing.

Mayor Johnson closed the public hearing.

ORDINANCE 1248/Renewing Interim Development Regulations as Authorized by the Growth Management Act Relating to Indoor Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing

Deputy Mayor moved to adopt as presented Ordinance 1248/Renewing Interim Development Regulations as Authorized by the Growth Management Act Relating to Indoor Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing. **Cmbr. Riddle seconded.**

Deputy Mayor moved to amend Section 3 (of Ordinance 1248) to change the effective date to March 18, 2023. **Cmbr. Riddle seconded. The motion to amend Ordinance 1248 to change the effective ending date to March 18, 2023, carried unanimously.**

The motion to adopt Ordinance 1248 as amended carried unanimously.

PRESENTATION – Mayor’s Proposed 2022-2024 Biennial Budget

Mayor Johnson read his letter introducing the proposed 2022-2024 Biennial Budget.

City Administrator Hill gave a brief presentation regarding the 2022-2024 Biennial Budget.

CITIZEN COMMENTS

The following members of the audience shared comments with the Council:

- Julian Andersen asked the Council when the proposed budget would be available for the public.

City Administrator Hill informed the public the budget is available to be picked up at City Hall and will be posted on the city’s website.

1 **CONSENT CALENDAR**

2
3 **Deputy Mayor French moved** to approve the consent calendar as presented. **Cmbr.**
4 **Riddle seconded. The motion to approve the consent calendar as presented carried**
5 **unanimously.**

- 6
7 1. August 11, 2022 City Council Work Session Meeting Minutes
8 2. August 11, 2022 City Council Special Meeting Minutes
9 3. August 22, 2022 City Council Committee of the Whole Meeting Notes
10 4. Approval of City Expenditures for the Period Ending August 25, 2022 (*prepaid*), covering
11 Claims Fund Check Nos. 83893 through 83952 in the amount of \$289,106.32, Payroll
12 Fund ACH transactions in the amount of \$161,590.01 and direct deposit transactions in
13 the amount of \$ \$164,206.75 are approved; additional ACH transactions Elavon,
14 \$434.14; Invoice Cloud, \$869.20; Lexis Nexis, \$257.26; Washington State Excise Tax,
15 \$4,921.71; Wex Bank, \$162.50; total approved Claims Fund transactions, \$621,547.89
16 5. Approval of City Expenditures for the Period Ending September 8, 2022, covering Claims
17 Fund Check Nos. 83953 through 83997 in the amount of \$189,305.46, Payroll Fund ACH
18 transactions in the amount of \$ 153,299.13, and direct deposit transactions in the
19 amount of \$161,746.30 are approved; additional ACH transactions US Bank, \$60,626.06;
20 total approved Claims Fund transactions, \$249,931.52

21
22 **ORDINANCE 1249/Amending Chapter 13.08 of the Lake Forest Park Municipal Code, Sewer**
23 **Service and Use, Regarding Rates**

24
25 Finance Director Vaughn presented the item and responded to questions. It was noted the item
26 would be brought back for further consideration at a future meeting.

27
28 **RESOLUTION 1854/Authorizing the Mayor to Execute the Distributors Washington Settlement**
29 **Participation Form Related to the Nationwide Opioid Litigation**

30
31 **RESOLUTION 1855/Authorizing the Mayor to Execute the Allocation Agreement Related to**
32 **the Allocation and Use of Opioid Litigation Proceeds Between the State and Eligible Cities and**
33 **Counties**

34
35 City Administrator Hill presented both Resolution 1854 and 1855 and responded to questions.

36
37 **Cmbr. Bodi moved** to approve as presented Resolution 1854/Authorizing the Mayor to
38 Execute the Distributors Washington Settlement Participation Form Related to the
39 Nationwide Opioid Litigation. **Cmbr. Furutani seconded. The motion to approve**
40 **Resolution 1854 carried unanimously.**

41
42 **Cmbr. Bodi moved** to approve as presented Resolution 1855/Authorizing the Mayor to
43 Execute the Allocation Agreement Related to the Allocation and Use of Opioid Litigation

Proceeds Between the State and Eligible Cities and Counties. **Deputy Mayor French seconded. The motion to approve Resolution 1855 carried unanimously.**

RESOLUTION 1856/Authorizing the Mayor to Sign Amendment 1 to the Conservation Futures Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Open Space Acquisition Projects Relating to the Lake Front Property

Environmental and Sustainability Specialist Roche presented the item and, with City Administrator Hill, responded to questions.

Cmbr. Bodi moved to approve as presented Resolution 1856/Authorizing the Mayor to Sign the Amendment to the Conservation Futures Interlocal Agreement between King County and the City of Lake Forest Park for Open Space Acquisition Projects. **Cmbr. Riddle seconded. The motion to approve Resolution 1856 carried unanimously.**

COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS

Cmbr. Bodi moved to excuse Cmbr. Kasover. **Deputy Mayor French seconded. The motion to excuse Cmbr. Kasover carried with a dissenting vote from Cmbr. Riddle.**

Councilmembers reported on meetings they attended.

EXECUTIVE SESSION - Executive Session regarding potential or continued litigation, per RCW 42.30.110(1)(i)

At 8:10 p.m., the City Council went into Executive Session for approximately 45 minutes regarding potential or continued litigation, per RCW 42.30.110(1)(i). It was announced action may be taken following the Executive Session. The executive session extended by 10 minutes.

At 9:05 p.m., the City Council returned from Executive Session.

Settlement and Release Agreement between the City of Lake Forest Park and Victoria Pettiross

Deputy French moved to authorize the Mayor to sign the Settlement and Release Agreement between the City of Lake Forest Park and Victoria Pettiross regarding the water, trespass and damage between the parties. The settlement and release agreement discharges the city from all claims in exchange for payment to Pettiross in the amount of \$30,000 and a waiver of permit fees related to work to stabilize the slope on the Pettiross property. **Cmbr. Riddle seconded. The motion to approve the Settlement and Release Agreement carried unanimously.**

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:07 p.m.

Jeff Johnson, Mayor

Matthew McLean, City Clerk

DRAFT

**CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL BUDGET AND FINANCE COMMITTEE MEETING
MINUTES
September 12, 2022**

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

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

Councilmembers absent: Phillippa Kassoover, and Semra Riddle

Staff present virtually: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Jeff Perrigo, Public Works Director; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jennifer Grant, Presiding Judge; Pamela McConville, Court Administrator; Matt McLean, City Clerk

Others present: 4 visitors

CALL TO ORDER

Deputy Mayor French called the September 12, 2022, City Council Special Budget and Finance Committee meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Cmbr. Lebo moved to approve the agenda as presented. Cmbr. Bodi seconded. The motion to approve the agenda as presented carried unanimously.

2022-2024 Biennial Budget Department Presentations:

Police Department

Chief Harden gave a brief presentation regarding the proposed budget for the Police Department and challenges facing the department in 2022-2024 and responded to questions from the Council.

Municipal Court

Judge Grant and Court Administrator McConville gave a brief presentation regarding the Court's budget for 2022-2024 and responded to questions from the Council.

Municipal Services

City Clerk McLean gave a brief presentation regarding the Municipal Services proposed budget for 2022-2024 and responded to questions from the Council.

Executive/City Council

City Administrator Hill gave a brief presentation regarding the Executive/City Council budget for 2022-2024 and responded to questions from the Council.

Community Partner Funding

City Administrator Hill gave a brief presentation regarding the Community Partner Funding budget for 2022-2024 and responded to questions from the Council.

Citizen Comments

The following members of the audience shared comments with the Council:

- Julian Andersen asked the Council regarding the tree fund and its current balance. He also asked what the salary is for the Chaplin for the Police Department and suggested that there is a need for a Chaplin or Counselor for City Hall.

ADJOURNMENT

There being no further business, Deputy Mayor French adjourned the meeting at 7:35 p.m.

Tom French, Deputy Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL SPECIAL BUDGET AND FINANCE COMMITTEE MEETING
MINUTES
September 15, 2022**

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

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

Councilmembers absent: Phillippa Kassover and Lorri Bodi

Staff present: Jeff Perrigo, Public Works Director; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Steve Bennett, Planning Director; Andy Silvia, Senior Project Manager (via Zoom); Matt McLean, City Clerk

Others present: 2 visitors

CALL TO ORDER

Deputy Mayor French called the September 15, 2022, City Council Special Budget and Finance Committee meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Deputy Mayor French, hearing no objection to the agenda, adopted the agenda as presented.

2022-2024 Biennial Budget Department Presentations:

Public Works and Building

Public Works Director Perrigo gave a brief presentation regarding the proposed budget for the Public Works and Building Departments for 2022-2024 and responded to questions from the Council.

Planning

Planning Director Bennett gave a brief presentation regarding the Planning Department's budget for 2022-2024 and responded to questions from the Council.

1 **Finance/Information Technology**

2
3 Finance Director Vaughn gave a brief presentation regarding the Finance Department’s
4 proposed budget for 2022-2024 and responded to questions from the Council.

5
6 **Citizen Comments**

7
8 The following members of the audience shared comments with the Council: There were no
9 comments from the public.

10
11 **ADJOURNMENT**

12
13 There being no further business, Deputy Mayor French adjourned the meeting at 7:35 p.m.

14
15
16 _____
17 Tom French, Deputy Mayor

18
19
20 _____
21 Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
9/22/2022

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 83998 through 84040 in the amount of \$342,230.70, PAYROLL FUND ACH transactions in the amount of \$158,791.56 and DIRECT DEPOSIT transactions in the amount of \$163,341.74 are approved for payment this 22nd day of September, 2022.

Additional approved transactions are:
ACH transaction Elavon in the amount of \$655.47
ACH transaction Lexis Nexis in the amount of \$264.97
ACH transaction Washington State Excise Tax in the amount of \$8,034.00

Total approved claim fund transactions: \$673,318.44

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 09/16/2022 - 12:18PM
Batch: 00022.09.2022



Section 7, Item E.

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

CERTIFICATION

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	124,232.76
101	Street Fund	630.36
302	Transportation Capital Fund	7,768.16
401	Sewer Utility Fund	203,687.18
403	Surface Water Fund	1,732.33
404	Surface Water Capital Fund	4,962.50
407	PWTF Repayment Fund	46.80
501	Vehicle Equip Replacement Fund	623.29
631	Treasurer's Clearing Fund	7,198.84
632	Police Coalition Fund	1,094.31
635	Northshore Emergency Mgmt	208.61
Report Total:		352,185.14

Accounts Payable

Computer Check Register

User: dmeagher
 Printed: 09/16/2022 - 12:16PM
 Batch: 00022.09.2022
 Bank Account: Operatin



Section 7, Item E.

Check	Vendor No	Vendor Name	Date	Invoice No	amount
83998	ADMNCORT	Washington Courts/Admin. O	9/22/2022	JS01366430	13.00
Check 83998 Total:					13.00
83999	AMERTRAF	American Traffic Solutions In	9/22/2022	INV0039963	66,500.00
Check 83999 Total:					66,500.00
84000	BHC	BHC Consultants LLC	9/22/2022	0016643	1,200.00
Check 84000 Total:					1,200.00
84001	CADMAN	Cadman Materials, Inc.	9/22/2022	5857316	881.91
Check 84001 Total:					881.91
84002	CENTURY2	Century Link	9/22/2022	2063630302 8/22	26.60
				2063630302 8/22	31.90
				2063630302 8/22	26.60
				2063630302 8/22	17.02
				2063630302 8/22	4.26
Check 84002 Total:					106.38
84003	ENUMPD	Enumclaw Police Department	9/22/2022	22-0027	365.35
				22-0026	728.96
Check 84003 Total:					1,094.31
84004	GALTJ	John E. Galt	9/22/2022	3255	3,357.50
Check 84004 Total:					3,357.50
84005	GORDONTH	Gordon Thomas Honeywell G	9/22/2022	Aug 2022 1141	1,500.00
				Aug 2022 1141	1,500.00
				July 2022 1141	1,500.00
				July 2022 1141	1,500.00
Check 84005 Total:					6,000.00
84006	HOMEDEPO	Home Depot/GECF	9/22/2022	8030096	20.90
				6010941	138.71

Check	Vendor No	Vendor Name	Date	Invoice No	Section 7, ItemE.
				6010941	132.21
				6010941	18.71
				6010941	22.46
				6010941	18.71
				6010941	11.97
				6010941	2.99
				Check 84006 Total:	366.66
84007	JOHNSTON	Johnston Group, LLC	9/22/2022		
				1367	1,962.50
				1367	1,962.50
				Check 84007 Total:	3,925.00
84008	KCPET	King County Pet License	9/22/2022		
				461936	15.00
				461937	15.00
				461938	35.00
				433391	15.00
				Check 84008 Total:	80.00
84009	KCSEWER	King County Finance & Busir	9/22/2022		
				30035028	195,321.40
				Check 84009 Total:	195,321.40
84010	KCVICTIM	King County Finance	9/22/2022		
				083122	96.39
				Check 84010 Total:	96.39
84011	KDHCONSU	KDH Consulting, Inc	9/22/2022		
				58087	200.00
				58281	423.29
				Check 84011 Total:	623.29
84012	LFPUTIL	City of Lake Forest Park	9/22/2022		
				2022-ROW-0099	472.50
				2022-ROW-0100	472.50
				2022-ROW-0101	472.50
				2022-ROW-0102	472.50
				2022-ROW-0103	472.50
				2022-ROW-0104	472.50
				2022-ROW-0105	472.50
				2022-ROW-0106	472.50
				2022-ROW-0107	472.50
				2022-ROW-0108	472.50
				Check 84012 Total:	4,725.00
84013	LFPWATER	Lake Forest Park Water Dist	9/22/2022		
				001110 8/22	127.68
				001180 8/22	293.97
				000801 8/22	93.18
				000021 8/22	127.68
				000012 8/22	952.29

Check	Vendor No	Vendor Name	Date	Invoice No	Section 7, ItemE.
		Check 84013 Total:			1,594.80
84014	LITHO	Litho Craft, Inc.	9/22/2022		
				23244830-1	1,399.86
				23244830-1	1,399.85
		Check 84014 Total:			2,799.71
84015	LOOMIS	Loomis	9/22/2022		
				13084246	172.00
		Check 84015 Total:			172.00
84016	MADROLAW	Madrona Law Group, PLLC	9/22/2022		
				11517	415.50
				11516	1,998.00
				11514	8,432.00
				11515	7,562.00
		Check 84016 Total:			18,407.50
84017	MCNAMARA	McNamara Industries Inc	9/22/2022		
				38241	330.75
		Check 84017 Total:			330.75
84018	MOON	Moon Security Service Inc.	9/22/2022		
				1148236	372.00
				1148250	154.00
				1148594	434.00
				1149012	154.00
				1152934	252.00
				1152558	225.20
		Check 84018 Total:			1,591.20
84019	NAPJAMES	Brian James Napiontek	9/22/2022		
				083122	1,000.00
		Check 84019 Total:			1,000.00
84020	NORTHUTI	Northshore Utility District	9/22/2022		
				1415846	4,450.09
				1415846	3,036.64
				1415846	208.61
		Check 84020 Total:			7,695.34
84021	OFFICEDE	Office Depot, Inc.	9/22/2022		
				260234342001	52.84
				262799456001	30.19
				262799456001	15.09
		Check 84021 Total:			98.12
84022	PACOFFA	Pacific Office Automation	9/22/2022		
				381873	147.04
		Check 84022 Total:			147.04
84023	PEERLESS	Peerless Network, Inc	9/22/2022		

Check	Vendor No	Vendor Name	Date	Invoice No	Section 7, ItemE.
				562166	92.84
				562166	121.32
				562166	145.57
				562166	154.74
				562166	121.32
				562166	92.84
				562166	92.84
				562166	77.64
				562166	92.84
				562166	19.41
				562166	92.84
		Check 84023 Total:			1,104.20
84024	PETERSEN	Scott Petersen	9/22/2022	083122	345.00
		Check 84024 Total:			345.00
84025	PSE	Puget Sound Energy	9/22/2022	122558 8/22	317.89
		Check 84025 Total:			317.89
84026	PSESINC	Puget Sound Executive Servic	9/22/2022	22-1247	632.00
				22-1297	632.00
		Check 84026 Total:			1,264.00
84027	RICOH3	Ricoh USA, Inc	9/22/2022	1093819120	314.97
		Check 84027 Total:			314.97
84028	SAMSP	Peter Sams	9/22/2022	091022	1,500.00
		Check 84028 Total:			1,500.00
84029	SEATOWN	Seatown Services	9/22/2022	022-MECH-0212	88.20
		Check 84029 Total:			88.20
84030	SIGFORMS	Signature Forms Inc.	9/22/2022	258165	160.78
		Check 84030 Total:			160.78
84031	STAPLES	Staples Advantage	9/22/2022	3517279344	18.16
				3517279344	21.80
				3517279344	18.16
				3517279344	11.62
				3517279344	2.91
		Check 84031 Total:			72.65
84032	STATEFIN	State Treasurer's Office	9/22/2022	083122	45.62
				083122	2,740.28

Check	Vendor No	Vendor Name	Date	Invoice No	Section 7, ItemE.
				083122	1,598.29
				083122	40.48
				083122	10.88
				083122	257.08
				083122	62.02
				083122	34.69
				083122	514.38
				083122	252.31
				083122	55.55
				083122	55.55
				083122	1,181.23
				083122	32.50
				083122	136.88
		Check 84032 Total:			7,017.74
84033	STELLAR	Stellar Event Rentals	9/22/2022	7738-2	523.25
		Check 84033 Total:			523.25
84034	STOPSTC	StopStick, Ltd	9/22/2022	0025999-IN	1,268.31
		Check 84034 Total:			1,268.31
84035	TRANSP0	Transpo Group USA Inc	9/22/2022	28750	1,923.75
		Check 84035 Total:			1,923.75
84036	TRANSUN	TransUnion Vantage Data	9/22/2022	08223145	0.39
		Check 84036 Total:			0.39
84037	TROXELL	Amy Troxell	9/22/2022	081922	229.00
		Check 84037 Total:			229.00
84038	UTILUND	Utilities Underground Locatio	9/22/2022	2080173	90.30
		Check 84038 Total:			90.30
84039	WASPC	Washington Association of Sh	9/22/2022	JES 2022-00591	75.00
		Check 84039 Total:			75.00
84040	YAKCO	Yakima County	9/22/2022	091022	8,807.97
		Check 84040 Total:			8,807.97
		Report Total:			343,230.70

Accounts Payable

Voucher Approval List

F: dmeagher

Printed: 09/16/2022 - 12:18PM

Batch: 00022.09.2022



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
83998	9/22/2022	Washington Courts/Admin. Office of the Courts	9/22 Domestic Violence Phone	001-500-557-20-42-00	13.00
83999	9/22/2022	American Traffic Solutions Inc.	8/22 ATS Equipment Maintenance	001-321-521-70-41-00	66,500.00
84000	9/22/2022	BHC Consultants LLC	Building Inspection Services	001-610-558-50-41-00	1,200.00
84001	9/22/2022	Cadman Materials, Inc.	Traffic Calming-37th Ave Curb Maintenance	302-920-595-60-63-03	881.91
84002	9/22/2022	Century Link	8/22 PW Fax Line	101-730-544-90-42-00	26.60
84002	9/22/2022	Century Link	8/22 PW Fax Line	403-770-553-50-42-00	31.90
84002	9/22/2022	Century Link	8/22 PW Fax Line	401-750-535-00-42-00	26.60
84002	9/22/2022	Century Link	8/22 PW Fax Line	001-700-576-80-42-00	17.02
84002	9/22/2022	Century Link	8/22 PW Fax Line	001-710-518-30-42-00	4.26
0	9/22/2022	Elavon	8/22 Credit Card Fees	001-600-558-60-41-00	655.47
84003	9/22/2022	Emunclaw Police Department	SNOPD MCTF Callout	632-351-589-40-00-01	728.96
84003	9/22/2022	Emunclaw Police Department	LFPPD MCTF Callout	632-351-589-40-00-01	365.35
84004	9/22/2022	John E. Galt	Hearing Examiner Services	001-600-558-60-41-00	3,357.50
84005	9/22/2022	Gordon Thomas Honeywell Gov't. Affairs, LLC	8/22 State Legislative Advocacy	302-900-511-70-40-00	1,500.00
84005	9/22/2022	Gordon Thomas Honeywell Gov't. Affairs, LLC	8/22 State Legislative Advocacy	404-785-531-70-41-00	1,500.00
84005	9/22/2022	Gordon Thomas Honeywell Gov't. Affairs, LLC	7/22 State Legislative Advocacy	404-785-531-70-41-00	1,500.00
84005	9/22/2022	Gordon Thomas Honeywell Gov't. Affairs, LLC	7/22 State Legislative Advocacy	302-900-511-70-40-00	1,500.00
84006	9/22/2022	Home Depot/GEFCF	Parks Operating Supplies	401-750-535-00-31-01	138.71
84006	9/22/2022	Home Depot/GEFCF	Parks Operating Supplies	001-700-576-80-31-01	132.21
84006	9/22/2022	Home Depot/GEFCF	Parks Operating Supplies	101-730-544-90-35-00	18.71
84006	9/22/2022	Home Depot/GEFCF	Parks Operating Supplies	403-770-553-50-35-00	22.46
84006	9/22/2022	Home Depot/GEFCF	Parks Operating Supplies	401-750-535-00-35-00	18.71
84006	9/22/2022	Home Depot/GEFCF	Parks Operating Supplies	001-700-576-80-32-00	11.97
84006	9/22/2022	Home Depot/GEFCF	Parks Operating Supplies	001-710-518-30-32-00	2.99
84006	9/22/2022	Home Depot/GEFCF	Parks Maintenance/Repair	001-700-576-80-48-00	20.90
84007	9/22/2022	Johnston Group, LLC	9/22 Federal Legislative Advocacy	302-900-511-70-40-00	1,962.50
84007	9/22/2022	Johnston Group, LLC	9/22 Federal Legislative Advocacy	404-785-511-70-40-00	1,962.50
84008	9/22/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
84008	9/22/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
84008	9/22/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
84008	9/22/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	35.00

Vendor

	Warrant Date	Vendor	Description	Account Number	Amount
84009	9/22/2022	King County Finance & Business	9/22 Sewer Utilities	401-750-535-00-40-00	195,321.40
84010	9/22/2022	King County Finance	8/22 Crime Victim Payment	631-000-589-30-00-01	96.39
84011	9/22/2022	KDH Consulting, Inc.	Backup Server Replacement Quotes/Options	501-000-518-80-40-00	200.00
84011	9/22/2022	KDH Consulting, Inc.	Sophos Licenses	501-000-518-80-40-00	423.29
0	9/22/2022	LexisNexus Risk Data Mgmt. Inc.	8/22 Investigation Subscription	001-300-521-20-49-00	264.97
84012	9/22/2022	City of Lake Forest Park	Sound Transit Boring Project Right Of Way Permit	001-600-559-30-49-00	472.50
84012	9/22/2022	City of Lake Forest Park	Sound Transit Boring Project Right Of Way Permit	001-600-559-30-49-00	472.50
84012	9/22/2022	City of Lake Forest Park	Sound Transit Boring Project Right Of Way Permit	001-600-559-30-49-00	472.50
84012	9/22/2022	City of Lake Forest Park	Sound Transit Boring Project Right Of Way Permit	001-600-559-30-49-00	472.50
84012	9/22/2022	City of Lake Forest Park	Sound Transit Boring Project Right Of Way Permit	001-600-559-30-49-00	472.50
84012	9/22/2022	City of Lake Forest Park	Sound Transit Boring Project Right Of Way Permit	001-600-559-30-49-00	472.50
84012	9/22/2022	City of Lake Forest Park	Sound Transit Boring Project Right Of Way Permit	001-600-559-30-49-00	472.50
84012	9/22/2022	City of Lake Forest Park	Sound Transit Boring Project Right Of Way Permit	001-600-559-30-49-00	472.50
84013	9/22/2022	Lake Forest Park Water Dist	City Hall Utilities	001-710-518-30-47-01	952.29
84013	9/22/2022	Lake Forest Park Water Dist	Streets Utilities 104/522	101-730-544-90-47-00	127.68
84013	9/22/2022	Lake Forest Park Water Dist	Parks Utilities-Burke Gillman	001-700-576-80-47-00	93.18
84013	9/22/2022	Lake Forest Park Water Dist	Lift Station 17-17364 Beach Drive NE	401-750-535-00-47-00	127.68
84013	9/22/2022	Lake Forest Park Water Dist	Lift Station 16-17337 Beach Drive NE	401-750-535-00-47-00	293.97
84014	9/22/2022	Lithio Craft, Inc.	Fall 2022 Newsletter Postage	001-130-514-89-42-01	1,399.86
84014	9/22/2022	Lithio Craft, Inc.	Fall 2022 Newsletter Postage	403-770-553-50-42-00	1,399.85
84015	9/22/2022	Loomis	8/22 Armored Car Services	001-200-512-50-41-00	172.00
84016	9/22/2022	Madrona Law Group, PLLC	8/22 Attorney Fees-Khajai Permit	001-120-515-41-40-00	8,432.00
84016	9/22/2022	Madrona Law Group, PLLC	8/22 Attorney Fees	001-120-515-41-40-00	7,562.00
84016	9/22/2022	Madrona Law Group, PLLC	8/22 Attorney Fees-PRR	001-120-515-41-40-00	1,998.00
84016	9/22/2022	Madrona Law Group, PLLC	8/22 Attorney Fees-WFSE v. State of Washington	001-120-515-41-40-00	415.50
84017	9/22/2022	McNamara Industries Inc	CAC Banner-Climatc Action Committee	001-500-557-20-30-00	330.75
84018	9/22/2022	Moon Security Service Inc.	EHM-Scrum 2A0303617	001-200-523-30-31-01	372.00
84018	9/22/2022	Moon Security Service Inc.	EHM-Scrum 2A0152705	001-200-523-30-31-01	154.00
84018	9/22/2022	Moon Security Service Inc.	EHM-Scrum 2A0245189	001-200-523-30-31-01	434.00
84018	9/22/2022	Moon Security Service Inc.	EHM-Scrum 2A0420062	001-200-523-30-31-01	154.00
84018	9/22/2022	Moon Security Service Inc.	EHM-Scrum 2A0545633	001-200-523-30-31-01	225.20
84019	9/22/2022	Brian James Napioneik	EHM-Scrum 8Z0877894	001-400-523-60-40-01	252.00
84020	9/22/2022	Northshore Utility District	Picnic in the Park Performance	001-500-557-20-30-00	1,000.00
84020	9/22/2022	Northshore Utility District	8/22 PD Fuel	001-300-521-20-32-00	4,450.09
84020	9/22/2022	Northshore Utility District	8/22 PD Fleet Maintenance	001-300-521-20-48-00	3,036.64
84021	9/22/2022	Office Depot, Inc.	8/22 NEMCO Fleet Maintenance	635-000-589-40-00-03	208.61
			Office Supplies	001-200-512-50-31-00	52.84

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
84021	9/22/2022	Office Depot, Inc.	Batteries	001-130-514-89-31-00	30.19
84021	9/22/2022	Office Depot, Inc.	Batteries	001-200-512-50-31-00	15.09
84022	9/22/2022	Pacific Office Automation	5/20/22-8/30/22 Police Copies	001-300-521-20-31-00	147.04
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	001-600-558-60-42-00	92.84
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	101-730-544-90-42-00	121.32
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	403-770-553-50-42-00	145.57
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	001-300-521-20-42-00	154.74
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	401-750-535-00-42-00	121.32
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	001-110-513-10-42-00	92.84
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	001-130-514-89-42-00	92.84
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	001-700-576-80-42-00	77.64
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	001-160-514-20-42-00	92.84
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	001-710-518-30-42-00	19.41
84023	9/22/2022	Peerless Network, Inc	9/22 Communications	001-200-512-50-42-00	92.84
84024	9/22/2022	Scott Petersen	Picnic in the Park Performance	001-500-557-20-30-00	345.00
84025	9/22/2022	Puget Sound Energy	8/22 55th Ave Lighting	101-730-544-90-47-00	317.89
84026	9/22/2022	Puget Sound Executive Services, Inc.	Court Security	001-200-512-50-41-00	632.00
84026	9/22/2022	Puget Sound Executive Services, Inc.	Court Security	001-200-512-50-41-00	632.00
84027	9/22/2022	Rich USA, Inc	Court Printer Repair	001-200-512-50-41-00	314.97
84028	9/22/2022	Peter Sams	Picnic in the Park Sound Tech Services	001-500-557-20-30-00	1,500.00
84029	9/22/2022	Seatown Services	Permit Refund	001-000-322-13-00-00	88.20
84030	9/22/2022	Signature Forms Inc.	Jury Envelopes	001-200-512-50-31-00	160.78
84031	9/22/2022	Staples Advantage	Office Supplies	101-730-544-90-35-00	18.16
84031	9/22/2022	Staples Advantage	Office Supplies	403-770-553-50-35-00	21.80
84031	9/22/2022	Staples Advantage	Office Supplies	401-750-535-00-35-00	18.16
84031	9/22/2022	Staples Advantage	Office Supplies	001-700-576-80-32-00	11.62
84031	9/22/2022	Staples Advantage	Office Supplies	001-710-518-30-32-00	2.91
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-89-00-04	45.62
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-20-00-00	2,740.28
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-20-00-01	1,598.29
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-20-00-02	40.48
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-89-00-02	10.88
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-25-00-00	257.08
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-89-09-00	62.02
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-85-01-00	34.69
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-25-00-01	514.38
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-25-05-00	252.31
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-89-00-00	55.55
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-89-00-01	55.55

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-20-00-03	1,181.23
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-589-30-00-03	32.50
84032	9/22/2022	State Treasurer's Office	8/22 Court Fines/Forfeits	631-000-586-89-00-05	136.88
0	9/22/2022	State of Washington	8/22 Excise Tax	631-000-589-30-00-05	4.71
0	9/22/2022	State of Washington	8/22 Excise Tax	401-750-535-10-40-00	7,530.33
0	9/22/2022	State of Washington	8/22 Excise Tax	407-000-535-10-40-00	46.80
0	9/22/2022	State of Washington	8/22 Excise Tax	403-770-553-50-40-00	110.75
0	9/22/2022	State of Washington	8/22 Excise Tax	001-130-514-89-40-00	341.41
84033	9/22/2022	Stellar Event Rentals	Picnic in the Park Tent Rental	001-500-557-20-30-00	523.25
84034	9/22/2022	ShopStick, Ltd	Patrol Terminator	001-300-594-21-60-01	1,268.31
84035	9/22/2022	Transpo Group USA Inc	Traffic Engineering	302-920-595-64-63-03	1,923.75
84036	9/22/2022	TransUnion Vantage Data	Employee Credit Check	001-300-521-20-41-00	0.39
84037	9/22/2022	Army Troxell	Hostage Negotiation Training Meals	001-300-521-20-43-00	229.00
84038	9/22/2022	Utilities Underground Location Ctr.	8/22 Sewer Utility Services	401-750-535-00-47-00	90.30
84039	9/22/2022	Washington Association of Sheriffs & Police Chiefs	Active Dues-Zanella	001-300-521-20-49-00	75.00
84040	9/22/2022	Yakima County	8/22 Inmate Housing	001-400-523-60-40-00	8,807.97
Warrant Total:					352,185.14

Accounts Payable Distribution Report

Printed:

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Batch:

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Fiscal Period:

00022.09.2022

JE Date:

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9/22/2022 12:00:00 AM



Fund	DR Amount	CR Amount	Account Number	Description
001 General Fund	0.00	124,232.76	001-000-213-10-00-00	Claims Holding
	88.20	0.00	001-000-322-13-00-00	Mechanical Permits
	92.84	0.00	001-110-513-10-42-00	Communications
	8,432.00	0.00	001-120-515-41-40-00	Other Legal Services
	1,998.00	0.00	001-120-515-41-40-00	Other Legal Services
	7,562.00	0.00	001-120-515-41-40-00	Other Legal Services
	415.50	0.00	001-120-515-41-40-00	Other Legal Services
	30.19	0.00	001-130-514-89-31-00	Office/Operating Supplies
	341.41	0.00	001-130-514-89-40-00	Taxes & Assessments (Passport)
	92.84	0.00	001-130-514-89-42-00	Communications
	1,399.86	0.00	001-130-514-89-42-01	Newsletter
	92.84	0.00	001-160-514-20-42-00	Communications
	15.09	0.00	001-200-512-50-31-00	Court Supplies
	52.84	0.00	001-200-512-50-31-00	Court Supplies
	160.78	0.00	001-200-512-50-31-00	Court Supplies
	314.97	0.00	001-200-512-50-41-00	Professional Services
	632.00	0.00	001-200-512-50-41-00	Professional Services
	632.00	0.00	001-200-512-50-41-00	Professional Services
	172.00	0.00	001-200-512-50-41-00	Professional Services
	92.84	0.00	001-200-512-50-42-00	Communications
	225.20	0.00	001-200-523-30-31-01	Probation Costs
	372.00	0.00	001-200-523-30-31-01	Probation Costs
	154.00	0.00	001-200-523-30-31-01	Probation Costs
	434.00	0.00	001-200-523-30-31-01	Probation Costs
	154.00	0.00	001-200-523-30-31-01	Probation Costs
	147.04	0.00	001-300-521-20-31-00	Supplies - General
	4,450.09	0.00	001-300-521-20-32-00	Fuel
	0.39	0.00	001-300-521-20-41-00	Professional Services
	154.74	0.00	001-300-521-20-42-00	Communications
	229.00	0.00	001-300-521-20-43-00	Travel Exp. (lodging, meals)
	3,036.64	0.00	001-300-521-20-48-00	Vehicle Repair & Maintenance

DR Amount	CR Amount	Account Number	Description
264.97	0.00	001-300-521-20-49-00	Dues / Subscriptions
75.00	0.00	001-300-521-20-49-00	Dues / Subscriptions
1,268.31	0.00	001-300-594-21-60-01	Machinery & Equipment
66,500.00	0.00	001-321-521-70-41-00	Traffic Camera Service Fee
8,807.97	0.00	001-400-523-60-40-00	Jail Expenses
252.00	0.00	001-400-523-60-40-01	Elec. Monitor / Wk. Release
345.00	0.00	001-500-557-20-30-00	Community Events - Supplies
330.75	0.00	001-500-557-20-30-00	Community Events - Supplies
1,500.00	0.00	001-500-557-20-30-00	Community Events - Supplies
523.25	0.00	001-500-557-20-30-00	Community Events - Supplies
1,000.00	0.00	001-500-557-20-30-00	Community Events - Supplies
13.00	0.00	001-500-557-20-42-00	Communications
3,357.50	0.00	001-600-558-60-41-00	Professional Services
655.47	0.00	001-600-558-60-41-00	Professional Services
92.84	0.00	001-600-558-60-42-00	Communications
472.50	0.00	001-600-559-30-49-00	Developer Projects Sound Trans
472.50	0.00	001-600-559-30-49-00	Developer Projects Sound Trans
472.50	0.00	001-600-559-30-49-00	Developer Projects Sound Trans
472.50	0.00	001-600-559-30-49-00	Developer Projects Sound Trans
472.50	0.00	001-600-559-30-49-00	Developer Projects Sound Trans
472.50	0.00	001-600-559-30-49-00	Developer Projects Sound Trans
472.50	0.00	001-600-559-30-49-00	Developer Projects Sound Trans
472.50	0.00	001-600-559-30-49-00	Developer Projects Sound Trans
1,200.00	0.00	001-610-558-50-41-00	Professional Services
132.21	0.00	001-700-576-80-31-01	Operating Supplies
11.62	0.00	001-700-576-80-32-00	Small Tools & Equipment
11.97	0.00	001-700-576-80-32-00	Small Tools & Equipment
77.64	0.00	001-700-576-80-42-00	Communications
17.02	0.00	001-700-576-80-42-00	Communications
93.18	0.00	001-700-576-80-47-00	Utilities
20.90	0.00	001-700-576-80-48-00	Repairs & Maintenance
2.99	0.00	001-710-518-30-32-00	Small Tools & Equipment
2.91	0.00	001-710-518-30-32-00	Small Tools & Equipment
4.26	0.00	001-710-518-30-42-00	Communications
19.41	0.00	001-710-518-30-42-00	Communications
952.29	0.00	001-710-518-30-47-01	Utilities - City Hall
124,232.76	124,232.76		

101 Street Fund

nd	DR Amount	CR Amount	Account Number	Description
	0.00	630.36	101-000-213-10-00-00	Claims Holding
	18.16	0.00	101-730-544-90-35-00	Small Tools & Equipment
	18.71	0.00	101-730-544-90-35-00	Small Tools & Equipment
	121.32	0.00	101-730-544-90-42-00	Communications
	26.60	0.00	101-730-544-90-42-00	Communications
	317.89	0.00	101-730-544-90-47-00	Utilities
	127.68	0.00	101-730-544-90-47-00	Utilities
	630.36	630.36		
302 Transportation Capital Fund				
	0.00	7,768.16	302-000-213-10-00-00	Claims Holding
	1,500.00	0.00	302-900-511-70-40-00	Lobbying Activities
	1,500.00	0.00	302-900-511-70-40-00	Lobbying Activities
	1,962.50	0.00	302-900-511-70-40-00	Lobbying Activities
	881.91	0.00	302-920-595-60-63-03	Safe Street - Early Act (DNU)
	1,923.75	0.00	302-920-595-64-63-03	Safe Streets - Early Action
	7,768.16	7,768.16		
401 Sewer Utility Fund				
	0.00	203,687.18	401-000-213-10-00-00	Claims Holding
	138.71	0.00	401-750-535-00-31-01	Operating Supplies/Materials
	18.71	0.00	401-750-535-00-35-00	Small Tools & Equipment
	18.16	0.00	401-750-535-00-35-00	Small Tools & Equipment
	195,321.40	0.00	401-750-535-00-40-00	METRO Charges
	26.60	0.00	401-750-535-00-42-00	Communications
	121.32	0.00	401-750-535-00-42-00	Communications
	127.68	0.00	401-750-535-00-47-00	Utilities
	293.97	0.00	401-750-535-00-47-00	Utilities
	90.30	0.00	401-750-535-00-47-00	Utilities
	7,530.33	0.00	401-750-535-10-40-00	Taxes & Assessments
	203,687.18	203,687.18		
403 Surface Water Fund				
	0.00	1,732.33	403-000-213-10-00-00	Claims Holding
	22.46	0.00	403-770-553-50-35-00	Small Tools & Equipment
	21.80	0.00	403-770-553-50-35-00	Small Tools & Equipment
	110.75	0.00	403-770-553-50-40-00	Taxes & Assessments
	31.90	0.00	403-770-553-50-42-00	Communications
	145.57	0.00	403-770-553-50-42-00	Communications
	1,399.85	0.00	403-770-553-50-42-00	Communications

Account Number	DR Amount	CR Amount	Description
407 Surface Water Capital Fund			
	1,732.33	1,732.33	Claims Holding
	0.00	4,962.50	***DNU**Lobbying Activities
	1,962.50	0.00	Lobbying Activity
	1,500.00	0.00	Lobbying Activity
	1,500.00	0.00	Lobbying Activity
	4,962.50	4,962.50	
407 PWTF Repayment Fund			
	0.00	46.80	Claims Holding
	46.80	0.00	Taxes and Assessments
	46.80	46.80	
501 Vehicle Equip Replacement Fund			
	0.00	623.29	Claims Holding
	423.29	0.00	Info. Svc. & Equip. Replacement
	200.00	0.00	Info. Svc. & Equip. Replacement
	623.29	623.29	
631 Treasurer's Clearing Fund			
	0.00	7,198.84	Claims Holding
	2,740.28	0.00	Fines/Forfeits - State Portion
	1,598.29	0.00	Fines/Forfeits - 30% PSEA
	40.48	0.00	Fines/Forfeits - Equal Justice
	1,181.23	0.00	Fines/Forfeits - JIS Account
	257.08	0.00	Trauma Care - State
	514.38	0.00	Fines/Forfeits - Auto Theft
	252.31	0.00	Trauma Care - Brain Injury
	34.69	0.00	Highway Safety Account
	55.55	0.00	Accessible Communities Acct.
	55.55	0.00	Multinodal Transportation Acct
	10.88	0.00	Death Investigation Account
	45.62	0.00	Congestion Relief
	136.88	0.00	Motor Vehicle Account
	62.02	0.00	WSP Highway Account
	96.39	0.00	Fines/Forfeit - County Portion
	32.50	0.00	Bldg. Permit State Surcharge
	35.00	0.00	Pet Licenses - County

nd	DR Amount	CR Amount	Account Number	Description
	15.00	0.00	631-000-589-30-00-04	Pet Licenses - County
	15.00	0.00	631-000-589-30-00-04	Pet Licenses - County
	15.00	0.00	631-000-589-30-00-04	Pet Licenses - County
	4.71	0.00	631-000-589-30-00-05	State Use Tax Due
	7,198.84	7,198.84		
632 Police Coalition Fund				
	0.00	1,094.31	632-000-213-10-00-00	Claims Holding
	728.96	0.00	632-351-589-40-00-01	Salary/Overtime
	365.35	0.00	632-351-589-40-00-01	Salary/Overtime
	1,094.31	1,094.31		
635 Northshore Emergency Mgmt				
	0.00	208.61	635-000-213-10-00-00	Claims Holding
	208.61	0.00	635-000-589-40-00-03	Supplies / Fuel
	208.61	208.61		
Grand Total:	352,185.14	352,185.14		

Accounts Payable Distribution Report

Prepared by: dmeagher

Printed: 9/16/2022 - 12:18 PM

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Fiscal Period: 9

JE Date: 09/22/2022



Fund	DR Amount	CR Amount	Account Number	Description
001 General Fund				
	0.00	122,970.91	001-000-111-10-00-00	Cash
	122,970.91	0.00	001-000-213-10-00-00	Claims Holding
	122,970.91	122,970.91		
101 Street Fund				
	0.00	630.36	101-000-111-10-00-00	Cash
	630.36	0.00	101-000-213-10-00-00	Claims Holding
	630.36	630.36		
302 Transportation Capital Fund				
	0.00	7,768.16	302-000-111-10-00-00	Cash
	7,768.16	0.00	302-000-213-10-00-00	Claims Holding
	7,768.16	7,768.16		
401 Sewer Utility Fund				
	0.00	196,156.85	401-000-111-10-00-00	Cash
	196,156.85	0.00	401-000-213-10-00-00	Claims Holding
	196,156.85	196,156.85		
403 Surface Water Fund				
	0.00	1,621.58	403-000-111-10-00-00	Cash
	1,621.58	0.00	403-000-213-10-00-00	Claims Holding
	1,621.58	1,621.58		
404 Surface Water Capital Fund				
	0.00	4,962.50	404-000-111-10-00-00	Cash
	4,962.50	0.00	404-000-213-10-00-00	Claims Holding

Fund	Amount		Account Number	Description
	DR Amount	CR Amount		
501 Vehicle Equip Replacement Fund	4,962.50	4,962.50		
	0.00	623.29	501-000-111-10-00-00	Cash
	623.29	0.00	501-000-213-10-00-00	Claims Holding
	623.29	623.29		
631 Treasurer's Clearing Fund	0.00	7,194.13	631-000-111-10-00-00	Cash
	7,194.13	0.00	631-000-213-10-00-00	Claims Holding
	7,194.13	7,194.13		
632 Police Coalition Fund	0.00	1,094.31	632-000-111-10-00-00	Cash
	1,094.31	0.00	632-000-213-10-00-00	Claims Holding
	1,094.31	1,094.31		
635 Northshore Emergency Mgmt	0.00	208.61	635-000-111-10-00-00	Cash Account
	208.61	0.00	635-000-213-10-00-00	Claims Holding
	208.61	208.61		
Grand Total:		343,230.70	343,230.70	

Bank Reconciliation

Section 7, Item E.

Checks by Date

User: dmeagher
 Printed: 09/16/2022 - 12:37PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	9/22/2022	Elavon		AP		655.47
0	9/22/2022	LexisNexis Risk Data Mgmt. Inc.		AP		264.97
0	9/22/2022	State of Washington		AP		8,034.00
83998	9/22/2022	Washington Courts/Admin. Office of the		AP		13.00
83999	9/22/2022	American Traffic Solutions Inc.		AP		66,500.00
84000	9/22/2022	BHC Consultants LLC		AP		1,200.00
84001	9/22/2022	Cadman Materials, Inc.		AP		881.91
84002	9/22/2022	Century Link		AP		106.38
84003	9/22/2022	Enumclaw Police Department		AP		1,094.31
84004	9/22/2022	John E. Galt		AP		3,357.50
84005	9/22/2022	Gordon Thomas Honeywell Gov't. Affa		AP		6,000.00
84006	9/22/2022	Home Depot/GECF		AP		366.66
84007	9/22/2022	Johnston Group, LLC		AP		3,925.00
84008	9/22/2022	King County Pet License		AP		80.00
84009	9/22/2022	King County Finance & Business		AP		195,321.40
84010	9/22/2022	King County Finance		AP		96.39
84011	9/22/2022	KDH Consulting, Inc		AP		623.29
84012	9/22/2022	City of Lake Forest Park		AP		4,725.00
84013	9/22/2022	Lake Forest Park Water Dist		AP		1,594.80
84014	9/22/2022	Litho Craft, Inc.		AP		2,799.71
84015	9/22/2022	Loomis		AP		172.00
84016	9/22/2022	Madrona Law Group, PLLC		AP		18,407.50
84017	9/22/2022	McNamara Industries Inc		AP		330.75
84018	9/22/2022	Moon Security Service Inc.		AP		1,591.20
84019	9/22/2022	Brian James Napiontek		AP		1,000.00
84020	9/22/2022	Northshore Utility District		AP		7,695.34
84021	9/22/2022	Office Depot, Inc.		AP		98.12
84022	9/22/2022	Pacific Office Automation		AP		147.04
84023	9/22/2022	Peerless Network, Inc		AP		1,104.20
84024	9/22/2022	Scott Petersen		AP		345.00
84025	9/22/2022	Puget Sound Energy		AP		317.89
84026	9/22/2022	Puget Sound Executive Services, Inc.		AP		1,264.00
84027	9/22/2022	Ricoh USA, Inc		AP		314.97
84028	9/22/2022	Peter Sams		AP		1,500.00
84029	9/22/2022	Seatown Services		AP		88.20
84030	9/22/2022	Signature Forms Inc.		AP		160.78
84031	9/22/2022	Staples Advantage		AP		72.65
84032	9/22/2022	State Treasurer's Office		AP		7,017.74
84033	9/22/2022	Stellar Event Rentals		AP		523.25
84034	9/22/2022	StopStick, Ltd		AP		1,268.31
84035	9/22/2022	Transpo Group USA Inc		AP		1,923.75
84036	9/22/2022	TransUnion Vantage Data		AP		0.39
84037	9/22/2022	Amy Troxell		AP		229.00
84038	9/22/2022	Utilities Underground Location Ctr.		AP		90.30
84039	9/22/2022	Washington Association of Sheriffs & P		AP		75.00
84040	9/22/2022	Yakima County		AP		8,807.97

Check No	Check Date	Name	Comment	Module	Clear Date
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Section 7, ItemE.

Total Check Count:

46

Total Check Amount:

352,185.14



Accounts Payable

Checks by Date - Summary by Check Date

User: aheller
 Printed: 9/8/2022 6:15 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	09/08/2022	1,642.02
ACH	NAVIA	Navia Benefit Solutions, Inc.	09/08/2022	233.28
ACH	NAVIAFSA	Navia - FSA	09/08/2022	228.41
ACH	TEAMDR	National D.R.I.V.E.	09/08/2022	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	09/08/2022	1,015.76
ACH	WASUPREG	Washington State Support Registry	09/08/2022	200.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	09/08/2022	7,503.65
ACH	ZAWC	AWC	09/08/2022	39,554.11
ACH	ZEMPSEC	Employment Security Dept.	09/08/2022	469.18
ACH	ZGUILD	LFP Employee Guild	09/08/2022	750.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM.	09/08/2022	29,616.42
ACH	ZL&I	Washington State Department of Labor & I	09/08/2022	5,402.31
ACH	ZLEOFF	Law Enforcement Retirement	09/08/2022	12,171.74
ACH	ZLFPIRS	Lake Forest Park/IRS	09/08/2022	30,097.48
ACH	ZPERS	Public Employees Retirement	09/08/2022	22,637.37
ACH	ZTEAM	Teamsters Local Union #117	09/08/2022	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	09/08/2022	7,063.10
Total for 9/8/2022:				158,791.56
Report Total (17 checks):				158,791.56

Bank Reconciliation

Checks by Date

User: dmeagher
Printed: 09/16/2022 - 12:32PM
Cleared and Not Cleared Checks



Section 7, Item E.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	9/8/2022		DD 00508.09.2022	PR		163,341.74
Total Check Count:						1
Total Check Amount:						163,341.74



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	09/22/2022
Originating Department	Public Works
Contact Person	Jeffrey Perrigo, Director of Public Works
Title	Resolution 1858 - Interlocal Agreement regarding the design of improvements for the 25 th Avenue NE Ballinger Creek Habitat Restoration and Flood Reduction Project

Legislative History

- First Presentation: September 22, 2022, City Council regular meeting

Attachments:

1. Resolution Number 1858
2. Agreement between the City of Shoreline and the City of Lake Forest Park regarding the design of Improvements for the 25th Avenue NE Ballinger Creek Habitat Restoration and Flood Reduction project
3. Map – 195th and SR104

Executive Summary

The proposed Interlocal Agreement (“ILA”) establishes an agreement between the cities of Shoreline and Lake Forest Park to begin addressing long-standing flooding issues and improve the associated infrastructure required to mitigate such conditions and restore a degraded open channel. The purpose of the ILA is to cover the cost and expense attributable to the review by the Washington State Department of Transportation (“WSDOT”) of 60% project plans for the design of improvements for the 25th Avenue NE Ballinger Creek Habitat Restoration and Flood Reduction project (the “Project”). The estimated cost of WSDOT’s review is \$15,000 and under the ILA, each city agrees to pay fifty percent of the review cost.

Background

The City of Shoreline has been the lead agency developing the Project. The purpose of the Project, in general, is to "daylight" and restore habitat along a piped stream, including an adjacent restored

floodplain area within a City of Shoreline maintenance yard, install four (4) fish-passable and habitat-friendly box culverts, and restore a degraded open channel running alongside and impacted by aging WSDOT infrastructure. These habitat improvements will also address long-standing and frequently recurring stream flooding issues near the intersection of SR104 and NE 195th Street. Shoreline’s consultant has completed the 60% Project plans.

The primary element within the City of Lake Forest Park included in the design under this ILA is the replacement of the culvert that runs under NE 195th Street parallel to SR104 (see attached map).

Fiscal & Policy Implications

The ILA is fully supported by the Surface Water Management Fund as part of the current adopted budget. The contract price is expected to be no more than \$10,000.00 and does not need additional budget allocations.

Alternatives

<i>Options</i>	<i>Results</i>
• Approve the Agreement	The City will approve the Interlocal Agreement with the City of Shoreline and agree to have WSDOT review and comment on the project details.
• No Action	The City will not partner with the City of Shoreline and future work and expenses on the culvert may need to be paid solely by the City of Lake Forest Park.

Staff Recommendation

Approve the Interlocal Agreement with the City of Shoreline to share the cost of having WSDOT review and comment on the design of improvements for the 25th Avenue NE Ballinger Creek Habitat Restoration and Flood Reduction project.

RESOLUTION NO. 1858

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH THE CITY OF SHORELINE FOR DESIGN IMPROVEMENTS FOR THE 25TH AVENUE NE BALLINGER CREEK HABITAT RESTORATION AND FLOOD REDUCTION PROJECT

WHEREAS, the City of Shoreline has been the lead agency developing the 25th Avenue NE Ballinger Creek Habitat Restoration and Flood Reduction project (the “Project”); and

WHEREAS, the Project improvements will take place in the cities of Lake Forest Park and Shoreline and will address long-standing and frequently recurring stream flooding issues in the area; and

WHEREAS, the Project benefits aging Washington State Department of Transportation (“WSDOT”) infrastructure and requires WSDOT’s review of the Project plans; and

WHEREAS, the cities of Lake Forest Park and Shoreline have negotiated an Interlocal Agreement to equally fund the WSDOT review costs.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Interlocal Agreement with the City of Shoreline for Design Improvements for the 25th Avenue NE Ballinger Creek Habitat Restoration and Flood Reduction Project, a copy of which is attached hereto as Exhibit A.

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1858

AGREEMENT BETWEEN THE CITY OF SHORELINE AND THE CITY OF LAKE FOREST PARK REGARDING DESIGN OF IMPROVEMENTS FOR THE 25th AVENUE NE BALLINGER CREEK HABITAT RESTORATION AND FLOOD REDUCTION PROJECT

This Agreement between the City of Shoreline and the City of Lake Forest Park regarding Design of Improvements for the 25th Avenue NE Ballinger Creek Habitat Restoration and Flood Reduction Project, generally from Brugger’s Bog Park, a City of Shoreline park, to the culvert under State Route 104 (SR-104), hereinafter the “Agreement.” is made and entered into as of this ____ day of _____, 2022 (the “Effective Date”), by and between the City of Shoreline (“Shoreline”), a Washington municipal corporation and the City of Lake Forest Park (“LFP”), a Washington municipal corporation (collectively, the “Parties”).

Recitals

WHEREAS, Shoreline has been the lead agency developing the 25th Avenue NE Ballinger Creek Habitat Restoration and Flood Reduction project (the “Project”). The purpose of the Project, in general, is to "daylight" and restore habitat along a piped stream, including an adjacent restored floodplain area within a City of Shoreline maintenance yard, install four (4) fish-passable and habitat-friendly box culverts, and restore a degraded open channel running alongside and impacted by the aging Washington State Department of Transportation (WSDOT) infrastructure, and

WHEREAS, these improvements in habitat will also address long-standing and frequently recurring stream flooding issues in this area, and

WHEREAS, Shoreline has developed the Project’s design to approximately 60% completion, and

WHEREAS, roughly half of the Project area is within LFP’s jurisdictional boundaries, as well as WSDOT Rights-of Way for SR-104, and

WHEREAS, it is the understanding of the Parties that WSDOT is supportive of the Project, as it coordinates with improvements to, and benefits WSDOT’s existing facilities in proximity to the Project, such as WSDOT’s gabion wall that supports the SR-104 embankment, and

WHEREAS, WSDOT has agreed to review the 60% Project plans and collaborate on Project funding opportunities, and

WHEREAS, the Parties agree to equally fund the WSDOT review costs, and

WHEREAS, the Parties desire to memorialize terms and conditions relating to the WSDOT review of the Project, and

WHEREAS, the Parties also anticipate amendment(s) to this Agreement or future agreements regarding the Project,

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

Agreement

1. PURPOSE

The purpose of this Agreement is to cover the cost and expenses attributable to the WSDOT review of Shoreline’s 60% Project Plans for the Project.

2. PROJECT PLANS

For the purpose of this Agreement, the 60% Project Plans means those plans prepared by Shoreline’s consultant, Louis Berger, under Shoreline Contract No. 8403, dated December 31, 2019, and identified as the NE 195th Street Ballinger Creek Culvert Replacement Plan Set and the 25th Avenue NE Ballinger Creek Flood Reduction Project Plan Set, both dated December 2019.

3. RESPONSIBILITIES OF PARTIES

- A. Shoreline will seek approval of a “JZ Account” with WSDOT for an estimated cost of \$15,000. This sum is intended to cover all WSDOT’s costs for reviewing and commenting on submitted engineering data and plans, completing agreements, meetings, and inspections.
- B. Each party agrees to be responsible for fifty percent (50%) of all WSDOT costs referenced in 3.A. These WSDOT costs include WSDOT invoices submitted to Shoreline prior to execution of this Agreement but included in the \$15,000 JZ account referenced in 3.A.
- C. WSDOT will invoice Shoreline for its costs on a periodic basis. Shoreline will then invoice LFP for its equal share of those costs.
- D. LFP shall submit its payment to Shoreline, in full, within thirty (30) calendar days of the date of receipt of Shoreline’s invoice so that Shoreline can either be reimbursed or compensate WSDOT in a timely manner.
- E. If LFP fails to make timely compensation, then Shoreline may charge interest on the outstanding balance to LFP in the amount of one percent (1%) per month.

4. TERM AND TERMINATION

- A. The term of this Agreement commences on the date executed by all the Parties and shall continue until December 31, 2023, unless extended or terminated by the Parties in accordance with this Agreement.
- B. This Agreement may be terminated by any Party if any other Party fails to comply with any material provisions of the Agreement, in whole or in part. Termination shall not relieve a Party of costs incurred to the date of termination.

5. NOTICES

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

Jeffrey Perrigo	John Featherstone
Public Works Director	Surface Water Utility Manager
City of Lake Forest Park	City of Shoreline
17425 Ballinger Way NE	17500 Midvale Ave N
Lake Forest Park, WA 98155	Shoreline, WA 98133
jperrigo@cityoflfp.gov	jfeatherstone@shorelinewa.gov

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

6. SUCCESSORS OR ASSIGNS

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

7. ENTIRE AGREEMENT

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

8. NO THIRD-PARTY BENEFICIARIES

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

9. EXECUTION OF AGREEMENT – COUNTERPARTS

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

10. RECORDS

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

11. JURISDICTION AND VENUE

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

12. SEVERABILITY

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

13. NON-WAIVER OF RIGHTS AND REMEDIES

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

IN WITNESS WHEREOF, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement of behalf of

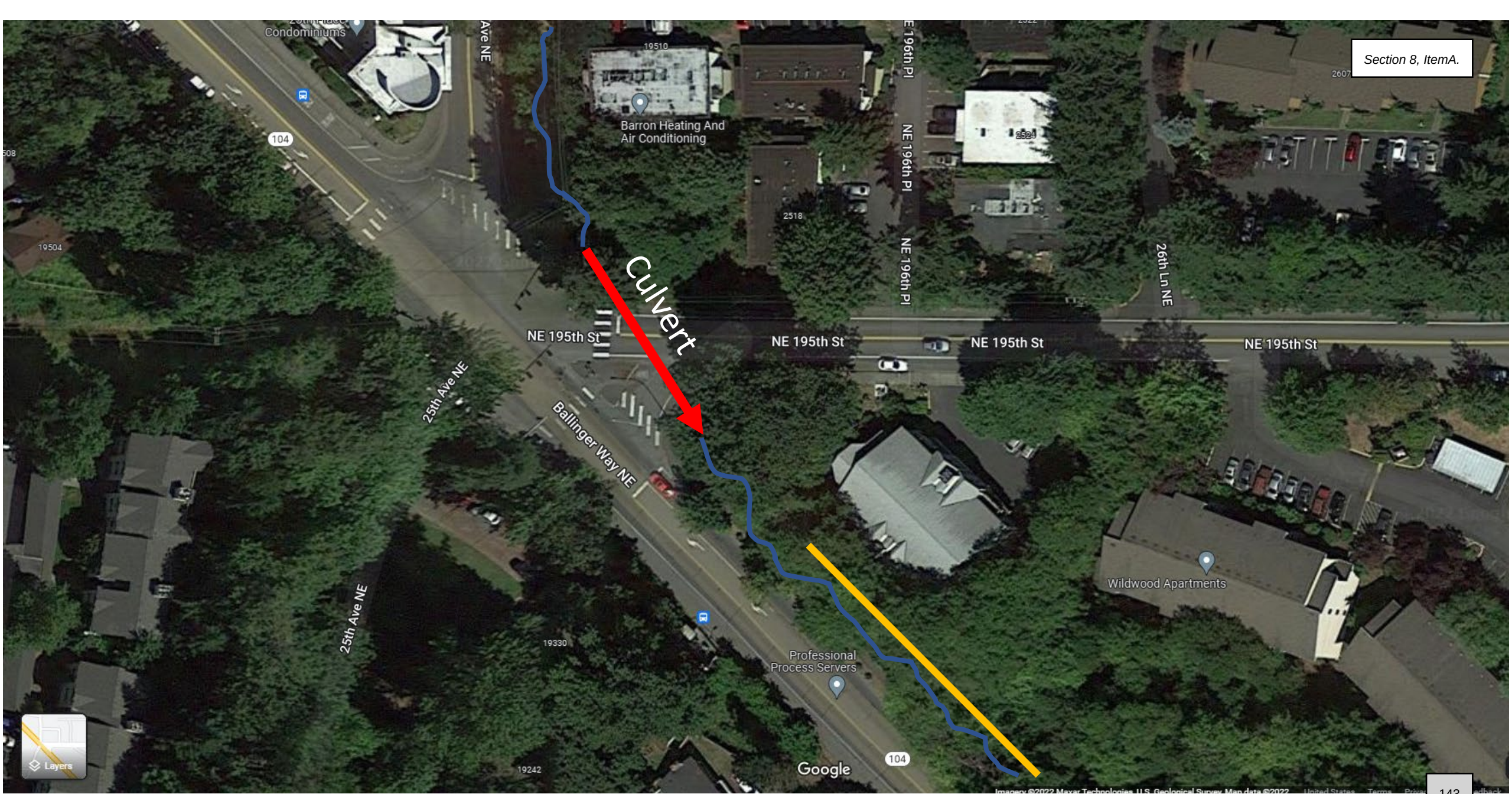
the Party for which he or she is signing on the date indicated next to their signatures

CITY OF LAKE FOREST PARK

CITY OF SHORELINE

By: _____
Jeff Johnson
Mayor

By: _____
Debbie Tarry
City Manager





CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	September 8, 2022
Originating Department	Finance
Contact Person	Lindsey Vaughn, Finance Director
Title	Ordinance 1249 – Amending Chapter 13.08 of the Lake Forest Park Municipal Code, Sewer Service and Use, regarding rates

Legislative History

- First PresentationSeptember 8, 2022, Regular Meeting
 - Second PresentationSeptember 22, 2022, Regular Meeting
-

Attachments:

- Ordinance 1249
-

Executive Summary

A majority of the rates and fees in the City are set by a consolidated resolution approved by the City Council. While conducting an audit of the Lake Forest Park Municipal Code (LFPMC), staff discovered that the sewer rates are required to be adopted by Council in its biennial budget document. To be consistent with other fees, the staff is recommending that chapter 13.08 LFPMC be amended to allow sewer rate fees to be adopted by resolution.

Background

The Sewer Service and Use chapter of the LFPMC was established by Ordinance 1098 in 2015 by the City Council. While the majority of fees charged by the City are approved annually in a consolidated resolution, the sewer rates are adopted in the biennial budget document. For consistency and ease of use by citizens, the staff is recommending that all rates and fees be set using the same process. In order to accomplish this, LFPMC 13.08.090 needs to be amended to allow the sewer rates to be set by resolution.

Fiscal & Policy Implications

Setting the sewer rates by resolution will allow for greater transparency with the public. Amending the code will be a minimal publication cost.

Alternatives

Options	Results
Pass the Ordinance and amend the city’s municipal code	This will allow the city to set sewer rates by resolution and allow greater transparency for the public
Don’t amend the municipal code	The setting of sewer rates will be included in the biennial budget document

Staff Recommendation

Staff recommends passing the Ordinance and amending the LFPMC to allow the setting of sewer rates by resolution.

ORDINANCE NO. 1249

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 13.08 OF THE LAKE FOREST PARK MUNICIPAL CODE, SEWER SERVICE AND USE, REGARDING RATES; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, chapter 13.08, Sewer Service and Use, was adopted by Ordinance 1098 in 2015, and provides for the protection and use of the City of Lake Forest Park's sewer infrastructure; and

WHEREAS, the City has consolidated fees it charges into one schedule adopted by City Council resolution each year, which makes for easier annual review and ease of reference for users; and

WHEREAS, section 13.08.090 of the Lake Forest Park Municipal Code currently requires that rates for sanitary sewer services be adopted in the City's biennial budget; and

WHEREAS, the proposed amendment would authorize sanitary sewer service rate changes to be made by resolution adopted by the City Council.

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 13.08.090 LFPMC, Sewer rates and charges, as follows:

13.08.090 Sewer rates and charges

- A. Rates. Rates for sanitary sewer service are ~~adopted by the city council in the city's biennial budget document~~ established by city council resolution.

...

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

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

Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	September 22, 2022 Regular Meeting
Originating Department	Building Department
Contact Person	Calvin Killman
Title	Ordinance 1250 - Adoption of 2018 International Building Code and Other Construction related codes

Legislative History

- First PresentationSeptember 8, 2022 Work Session
- Second PresentationSeptember 22, 2022 Regular Meeting

Attachments:

- List of Codes being adopted
- Ordinance 1250
- Exhibit A – Updates to 2018 Fire Code

Executive Summary

The subject is the adoption of updated International Building Codes for Lake Forest Park. The 2018 version was adopted by the State of Washington and went into effect in February 2021. The codes are proposed for adoption with the state amendments and some local amendments found in the International Fire Code. The codes include the most recent approved new materials, practices, and safety features. It is useful to permit holders and builders to have the latest codes available and, if they work in multiple cities, to be able to use the same codes.

Background

Codes and Sources: The State of Washington primarily uses the international family of Building Codes (Building, Residential, Mechanical, Fire, Plumbing, (National) Fuel Gas, (NFPA), Liquefied Petroleum Gas, Fuel Gas, (Uniform) Housing, (Uniform) Abatement of Dangerous Buildings, Energy Conservation, (National) Electrical, Existing Building. There are

a series of state amendments adopted every three years to comport with state law. Every three years, the International Code Council of Building Officials (ICBO), National Fire Protection Association, and International Association of Plumbing and Mechanical Officials reviews and updates the family of codes and submit them for adoption. The briefing and action before City Council are to review and consider adopting the 2018 updates.

LFP Municipal Code:

Chapter 15.04: Amended to add the most recent versions of the code and requiring the City to keep copies of them on file for review and inspection.

Chapter 15.10: Local Amendments to Fire Code: Update the local amendments to the Fire Code.

Fiscal & Policy Implications

The main impact is the cost of a new set of code books every three years. The estimated cost is \$1,800 and is included in the budget.

Staff Recommendation

Work Session: Receive briefing, ask questions, and seek any needed information.

Regular Meeting: Approve Ordinance, adopting the proposed building code Updates, 2018 version with the Washington State amendments. Adopt the 2018 editions of the State Building Code (RCW 19.27.031).

By adopting the model codes, we help ensure that Lake Forest Park's building practices reflect the latest in design, technologies, and safety standards.

These are the codes being adopted by reference (which are updated versions of the same codes that were adopted by reference in 2018):

- The 2018 Edition of the International Building Code (“IBC”), as adopted and amended by the State Building Code Council in Chapter 51-50 WAC.
- The 2018 Edition of the International Residential Code (“IRC”), as adopted by the State Building Code Council in Chapter 51-51 WAC, as published by the International Code Council.
- The 2018 Edition of the International Mechanical Code (“IMC”), as adopted by the State Building Code Council in Chapter 51-52 WAC.
- The 2018 Edition of the International Fire Code (“IFC”), as adopted by the State Building Code Council in Chapter 51-54A WAC, along with Appendix B thereto (Fire Flow).
- The 2018 Edition of the Uniform Plumbing Code (“UPC”), as adopted by the State Building Code Council in Chapter 51-56 WAC, excluding Chapter 1, “Administration.”
- The 2018 Edition of the National Fuel Gas Code (NFPA 54), as adopted by the State Building Code Council in Chapter 51-52 WAC.
- The 2018 Edition of the International Fuel Gas Code, as adopted by the State Building Code Council in Chapter 51-52 WAC.
- The 2018 Edition of the International Existing Building Code, together with amendments and/or additions thereto, as adopted by the State Building Code Council in Chapter 51-50 WAC.
- The 2018 Edition of the National Electrical Code.
- The 2018 Edition of the International Energy Conservation Code, Commercial and Residential, as adopted by the State Building Code Council in Chapters 51-11C and 51-11R WAC.

ORDINANCE 1250

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING THE 2018 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, NATIONAL FUEL GAS CODE (NFPA 54) FOR LP GAS, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL FIRE CODE AND APPENDIX B THERETO, UNIFORM PLUMBING CODE, INTERNATIONAL ENERGY CONSERVATION CODES FOR COMMERCIAL AND RESIDENTIAL, INTERNATIONAL EXISTING BUILDING CODE, AND THE NATIONAL ELECTRICAL CODE (NFPA 70); ADOPTING APPENDICES THERETO; AMENDING CHAPTERS 15.04, 15.06 AND 15.10 OF THE LAKE FOREST PARK MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, RCW 19.27.031 provides that there shall be in effect in all counties and cities the state building code, which shall consist of the International Building, Fire, Residential, and Mechanical Codes, along with a number of different, enumerated codes which are adopted by reference; and

WHEREAS, RCW 19.27.040 provides that the governing body of each county or city is authorized to amend the state building code as it applies within the jurisdiction of the county or city, so long as the minimum performance standards of the codes and the objectives enumerated in RCW 19.27.020 are not diminished by any such amendments; and

WHEREAS, RCW 19.27.050 provides that the state building code required by chapter 19.27 RCW shall be enforced by the counties and cities; and

WHEREAS, the State Building Code is amended from time to time by the State Building Code Council pursuant to RCW 19.27.035; and

WHEREAS, the State Building Code Council recently adopted the 2018 editions of the International Building, Fire, Residential and Mechanical Codes along with updates to other enumerated codes that comprise the State Building Code; effective February 1, 2021; and

WHEREAS, the City of Lake Forest Park City Council desires to adopt the 2018 editions of the applicable International codes and other amendments to the State Building Code, along with local amendments;

NOW, THEREFORE, The City Council of The City of Lake Forest Park, Washington, Do Ordain as Follows:

Section 1. LFPMC Section 15.04.015 Amended. Section 15.04.015 of the Lake Forest Park Municipal Code is amended to read as follows:

15.04.015 Building Code Adopted.

A. The city of Lake Forest Park, pursuant to state law (chapters [19.27](#) and [19.27A](#) RCW) adopts as its building code the Washington State Building Code, as modified by chapters [15.06](#) and 15.10 LFPMC, as follows:

1. The ~~2015-2018~~ Edition of the International Building Code (“IBC”), as adopted and amended by the State Building Code Council in Chapter [51-50](#) WAC.
2. The ~~2015-2018~~ Edition of the International Residential Code (“IRC”), as adopted by the State Building Code Council in Chapter [51-51](#) WAC, as published by the International Code Council.
3. The ~~2015-2018~~ Edition of the International Mechanical Code (“IMC”), as adopted by the State Building Code Council in Chapter [51-52](#) WAC.
4. The ~~2015-2018~~ Edition of the International Fire Code (“IFC”), as adopted by the State Building Code Council in Chapter [51-54A](#) WAC, along with Appendix B thereto (Fire Flow).
5. The ~~2015-2018~~ Edition of the Uniform Plumbing Code (“UPC”), as adopted by the State Building Code Council in Chapter [51-56](#) WAC, excluding Chapter 1, “Administration.”
6. The ~~2015-2018~~ Edition of the National Fuel Gas Code (NFPA 54), as adopted by the State Building Code Council in Chapter [51-52](#) WAC.
7. The ~~2015-2018~~ Edition of the International Fuel Gas Code, as adopted by the State Building Code Council in Chapter [51-52](#) WAC.
8. The ~~2015-2018~~ Edition of the International Existing Building Code, together with amendments and/or additions thereto, as adopted by the State Building Code Council in Chapter [51-50](#) WAC.
9. The ~~2015-2020~~ Edition of the National Electrical Code as adopted by the Department of Labor and Industries in Chapter 296-46B WAC and Chapter 19.28 RCW.

10. The ~~2015-2018~~ Edition of the International Energy Conservation Code, Commercial and Residential, as adopted by the State Building Code Council in Chapters ~~51-11C~~ and ~~51-11R~~ WAC.

11. All current and future amendments, supplements, modifications, exclusions, exemptions and additions to the codes identified in subsections (A)(1) through (8) and (11) and (12) of this section adopted by the Washington State Building Code Council and published in WAC Title ~~51~~, including, but not by way of limitation, Chapters ~~51-11~~, ~~51-50~~, ~~51-51~~, ~~51-52~~, ~~51-54A~~, and ~~51-56~~ WAC.

12. All appendices to any code referenced above and adopted by the Washington State Building Code Council as published in WAC Title ~~51~~ are hereby adopted, unless specifically excluded above.

B. The city shall at all times keep on file with the city clerk, for reference by the general public, a copy of the foregoing codes, as they may be amended from time to time. The copies of codes on file may be placed by the city clerk in the custody of the office of the building inspector in order to make them more readily available to inspection and use by the general public.

Section 2. LFPMC Chapter 15.10 Repealed and Reenacted. Chapter 15.10 of the Lake Forest Park Municipal Code, Fire Code, is hereby repealed in its entirety and reenacted to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 4. Corrections by Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 5. Effective Date. This ordinance shall take effect five (5) days after passage and publication.

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

APPROVED:

Jeff Johnson, Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt, City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:

EXHIBIT A

Chapter 15.10

FIRE CODE

Sections:

- 15.10.005 International Fire Code adopted.**
- 15.10.010 Title.**
- 15.10.015 IFC Section 102.7, Referenced codes and standards, amended.**
- 15.10.020 IFC Section 105.6, Operational permits, amended.**
- 15.10.025 IFC Section 105.7, Construction permits, amended.**
- 15.10.030 IFC Section 108, Board of appeals.**
- 15.10.035 IFC Section 108.6, Overcrowding, amended.**
- 15.10.040 IFC Section 109.4, Violation penalties, amended.**
- 15.10.045 IFC Section 202, Definition of fire code official.**
- 15.10.050 IFC Section 308.3, Open flame in Group A occupancies, amended.**
- 15.10.055 IFC Section 319, Mobile food preparation vehicles, amended.**
- 15.10.060 IFC Section 503, Fire apparatus access roads.**
- 15.10.065 IFC Section 506.1, Key boxes, amended.**
- 15.10.070 IFC Section 507, Fire protection water supplies, amended.**
- 15.10.075 IFC Section 510, Emergency responder radio coverage, amended.**
- 15.10.080 IFC Section 901.7, Systems out of service, amended.**
- 15.10.085 IFC Section 903, Automatic sprinkler systems, amended.**
- 15.10.090 IFC Section 903, Automatic sprinkler systems, amended.**
- 15.10.095 IFC Section 903.3.1.1, Exempt locations.**
- 15.10.100 IFC Section 903.3.1.2, NFPA 13R sprinkler systems.**
- 15.10.105 IFC Section 903.4.3, Floor control valves, amended.**
- 15.10.110 IFC Section 903.5, Testing and maintenance.**
- 15.10.115 IFC Section 907.2, Fire alarm and detection systems, amended.**
- 15.10.120 IFC Section 5003.9, General safety precautions, amended.**
- 15.10.125 IFC 5604, Explosives storage.**
- 15.10.130 IFC 5704 and 5706, Aboveground storage tanks.**
- 15.10.135 ICF 5707, On-demand fueling operations.**
- 15.10.140 IFC 5806, Flammable cryogenic fluids.**
- 15.10.145 IFC 6104, Liquefied petroleum gas.**
- 15.10.150 IFC Appendix B, Fire Flow Requirements for Buildings, amended.**

15.10.005 International Fire Code adopted.

The International Fire Code, 2018 Edition, adopted in LFPMC 15.04.015, is hereby amended pursuant to RCW 19.27.040 by the adoption of the local amendments set forth in LFPMC 15.10.015 through 15.10.150. (Ord. 1163 § 3, 2018; Ord. 1064 § 9, 2013)

15.10.010 Title.

Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Lake Forest Park, hereinafter referred to as “this code.”

15.10.015 IFC Section 102.7, Referenced codes and standards, amended.

Section 102.7 is amended to read as follows:

102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2. When allowed by the fire code official, editions of standards not herein referenced may also be utilized provided the entire standard is utilized.

102.7.1 Conflict. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.7.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

15.10.020 IFC Section 105.6 Required operational permits, amended.

Section 105.6.30 is revised to read as follows:

105.6.30 Mobile food preparation vehicles. A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or that utilize flammable gases such as LP-gas or natural gas. The fire code official is authorized to develop policies that clarify the permit requirements and participate in a regional permitting program.

15.10.025 IFC Section 105.7, Required construction permits, amended.

Section 105.7 is amended by adding the following sections:

105.7.21 Mechanical refrigeration. A construction permit is required to install, modify or expand any mechanical refrigeration system containing more than 220 pounds of a Group A1 refrigerant or more than 30 pounds of any other group refrigerant.

15.10.030 IFC Section 108.6 Overcrowding, amended.

Section 108.6 Overcrowding is amended to read as follows:

108.6 Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The fire code official, upon finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to direct actions to be taken to reduce the overcrowding or to cause the event to be stopped until such condition or obstruction is corrected.

15.10.035 IFC Section 109, Board of appeals.

IFC Section 109, Board of appeals, is deleted and replaced with the following:

Appeals of orders, decisions or determinations made by the fire code official shall be made to the hearing examiner pursuant to section 16.26.035, ministerial administrative decisions. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

15.10.040 IFC Section 110.4, Violation penalties, amended.

Section 110.4 is deleted and replaced with the following:

110.4. Violation penalties. Any person who violates the provisions of this code or fails to comply with any of the requirements thereof or lawful directive of the fire code official, shall

be subject to code enforcement actions and penalties as prescribed by LFPMC 1.25 Code Enforcement.

15.10.045 IFC Section 202, definition of fire code official.

The definition of “fire code official” set forth in Section 202 is hereby amended to read as follows:

FIRE CODE OFFICIAL. The Building Official, or his or her duly authorized representative. The Building Official may delegate specified duties of the Fire Code Official to a duly authorized representative of the Northshore Fire District pursuant to that certain Inter-local Agreement Between the Northshore Fire District and the City of Lake Forest Park Relating to Administration and Enforcement of the Uniform Fire Code that is Attachment A to City of Lake Forest Park Resolution No. 790.

15.10.050 IFC Section 308.3, Open flame in Group A occupancies, amended.

Section 308.3 of the IFC is amended by adding the following exception:

4. Where approved by the fire code official.

15.10.055 IFC Section 319 Mobile Food Preparation Vehicles, amended.

Section 319.11 Location, is hereby added to read as follows:

319.11 Location. Mobile food facilities shall not be located within ten feet (10') of buildings, tents, canopies or membrane structures or within ten feet (10') of any other mobile food facility.

Exceptions:

1. When mobile food facilities are positioned on public streets, the distance from buildings may be reduced to five feet (5'). This exception is designated for events lasting a maximum of no more than three (3) consecutive calendar days in a row.
2. When located on private property, the distance from buildings may be reduced to five feet (5') from a fire wall constructed of non-combustible materials and having no openings such as windows or doors within 10 feet of the vehicle.

15.10.060 IFC Section 503, Fire apparatus access roads.

Fire apparatus access roads shall be provided and maintained in accordance with the latest version of the King County Road Standards except as modified below:

503.1.2 Additional access. The fire code official is further authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with sections 503.2.1 through 503.2.7.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed access width of not less than 20 feet, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.

Exceptions:

1. Driveways serving one single-family dwelling that are longer than 50 feet, as measured from the road to the house, must have a width of not less than 12 feet.
2. A joint use driveway serving only 2 single family homes must have a width of not less than 18 feet and may be located in an easement or tract of the same width.

503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access widths where they are inadequate for fire or rescue operations.

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (minimum 75,000 pounds with a 75-psi point load) and shall be surfaced so as to provide all-weather driving capabilities. Concrete or asphalt shall be used unless specifically approved by the fire code official.

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be 20 feet inside and 40 feet outside.

503.2.5 Dead ends. Dead-end fire apparatus access roads serving seven or more lots or in excess of 150 feet in length, as measured from the centerline of the connecting roadway, shall provide a cul-de-sac bulb with a minimum paved diameter of 80 feet.

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the live loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces are designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

503.2.7 Grade. The grade of the fire apparatus access road shall be no more than 15 percent. If onsite grades exceed 15 percent, for roads serving detached Group R-3 occupancies, a design of the proposed road must be submitted during project review showing the extent and degree of overage. Onsite access roads may be permitted to exceed 15 percent if all of the dwellings accessed by the road are equipped with approved fire sprinkler systems.

503.3 Marking. Where required by the fire code official, approved signs or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be consistent with criteria described in the Northshore Fire Department Access Standard and maintained a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. The minimum widths and clearances shall be maintained at all times.

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200 and must be equipped with Click2Enter or other authorized equipment that allows for operation of the gate by Fire and Police personnel from their vehicle.

15.10.065 IFC Section 506.1, Key boxes, amended.

Section 506.1 is amended by adding the following:

All occupancies equipped with an automatic sprinkler system, fire alarm system, or hazardous occupancies, or when required by the fire code official, shall have an emergency access key box mounted in an approved location.

Exception: One- and two-family dwellings.

15.10.070 IFC Section 507, Fire protection water supplies, amended.

Section 507.5.1 is amended to read as follows:

507.5.1 Where required. Where a facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, onsite fire hydrants and mains shall be provided where required by the fire code official. At least one hydrant shall be located within 400 feet of all portions of the exterior wall of the first story of the facility or building as measured by an approved route around the exterior of the building. All fire hydrants required by this section, whether existing or new shall be equipped with a 4-inch Storz fitting on the steamer port. A 4-inch Storz fitting shall also be installed on any hydrant required for protection of existing structures where the valuation of the improvement or alteration exceeds 50% of the assessed valuation or where the square footage is increased by 25% or 1,000 square feet, whichever is less.

Exceptions:

1. For one- and two-family dwellings and Group U occupancies, the maximum distance to the structure shall be 300 feet.
2. Distances may be modified by the fire code official for facilities or buildings equipped with approved automatic sprinkler systems.

15.10.075 IFC Section 510 Emergency responder radio coverage, amended.

Section 510 of the International Fire Code is hereby amended to read as follows:

510.1 Emergency responder radio coverage in new buildings. Approved radio coverage for emergency responders shall be provided within buildings meeting any of the following conditions:

1. High rise buildings;
2. The total building area is 50,000 square feet or more;
3. The total basement area is 10,000 square feet or more; or
4. There are floors used for human occupancy more than 30 feet below the finished floor of the lowest level of exit discharge.
5. Buildings or structures where the Fire or Police Chief determines that in-building radio coverage is critical because of its unique design, location, use or occupancy.

The radio coverage system shall be installed in accordance with Sections 510.4 through 510.5.5 of this code and with the provisions of NFPA 1221 (2019). This section shall not require improvement of the existing public safety communication systems.

Point of Information

When determining if the minimum signal strength referenced 510.4.1.1 exists at a subject building, the signal strength shall be measured at any point on the exterior of the building up to the highest point on the roof.

Exceptions:

1. Buildings and areas of buildings that have minimum radio coverage signal strength levels of the King County Regional 800 MHz Radio System within the building in accordance with Section 510.4.1 without the use of a radio coverage system.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the *fire code official* shall have the authority to accept an automatically activated emergency responder radio coverage system.
3. One- and two-family dwellings and townhouses.

4. Subject to the approval of the fire code official, buildings other than high-rise buildings, colleges, universities and buildings primarily occupied by Group E or I occupancies that have completed a Mobile Emergency Responder Radio Coverage application and submitted payment as outlined in the application.

510.2 Emergency responder radio coverage in existing buildings.

Existing buildings shall be provided with approved radio coverage for emergency responders as required in Chapter 11.

510.3 Permit required.

A construction permit for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

Point of Information

Prior coordination and approval from the Public Safety Radio System Operator is required before installation of an Emergency Responder Radio System. Until 2022, such approval is required from EPSCA, King County, Seattle or ValleyCom depending on the location of the installation. In 2022 PSERN will be the single operator of a county wide system. In order to be forward compatible, designers and contractors should be aware of PSERN's requirements for Distributed Antenna Systems which can be found via <https://psern.org/requirements/>

510.4 Technical requirements.

Systems, components and equipment required to provide the emergency responder radio coverage system shall comply with Sections 510.4.1 through 510.4.2.8.

510.4.1 Emergency responder communication enhancement system signal strength. The building shall be considered to have acceptable emergency responder communications enhancement system coverage when signal strength measurements in 95 percent of all areas on each floor of the building meet the signal strength requirements in Sections 510.4.1.1 through 510.4.1.3.

Exception: Critical areas, such as the fire command center(s), the fire pump room(s), interior exit stairways, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas required by the fire code official, shall be provided with 99 percent floor area radio coverage.

510.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a minimum of -95dBm in 95% of the coverage area and 99% in critical areas and sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.1.2 Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.0 or an equivalent SINR applicable to the technology for either analog or digital signals. A minimum signal strength of -95 dBm shall be received by the King County Regional 800 MHz Radio System when transmitted from within the building.

510.4.1.3 System performance. Signal strength shall be sufficient to meet the requirements of the applications being utilized by public safety for emergency operations through the coverage area as specified by the radio system manager in Section 510.4.2.2.

510.4.2 System design.

The emergency responder radio coverage system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.8 and NFPA 1221 (2019).

510.4.2.1 Amplification systems and components. Buildings and structures that cannot support the required level of radio coverage shall be equipped with systems and components to enhance the public safety radio signals and achieve the required level of radio coverage specified in Sections 510.4.1 through 510.4.1.3. Public safety communications enhancement systems utilizing radio-frequency-emitting devices and cabling shall be allowed by the Public Safety Radio System Operator. Prior to installation, all RF-emitting devices shall have the certification of the radio licensing authority and be suitable for public safety use.

510.4.2.2 Technical criteria. The Public Safety Radio System Operator shall provide the various frequencies required, the location of radio sites, the effective radiated power of radio sites, the maximum propagation delay in microseconds, the applications being used and other supporting technical information necessary for system design upon request by the building owner or owner's representative.

510.4.2.3 Power supply sources. Emergency responder radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the emergency responder radio coverage system at 100-percent system capacity for a duration of not less than 12 hours.

510.4.2.4 Signal booster requirements. If used, signal boosters shall meet the following requirements:

1. All signal booster components shall be contained in a National Electrical Manufacturer's Association (NEMA) 4, IP66-type waterproof cabinet or equivalent.

Exception: Listed battery systems that are contained in integrated battery cabinets.

2. Battery systems used for the emergency power source shall be contained in a NEMA 3R or higher-rated cabinet, IP65-type waterproof cabinet or equivalent.
3. Equipment shall have FCC or other radio licensing authority certification and be suitable for public safety use prior to installation.
4. Where a donor antenna exists, isolation shall be maintained between the donor antenna and all inside antennas to not less than 20dB greater than the system gain under all operating conditions.
5. Bi-Directional Amplifiers (BDAs) used in emergency responder radio coverage systems shall be fitted with anti-oscillation circuitry and per-channel AGC
6. The installation of amplification systems or systems that operate on or provide the means to cause interference on any emergency responder radio coverage networks shall be coordinated and approved by the Public Safety Radio System Operator.
7. Unless otherwise approved by the Public Safety Radio System Operator, only channelized signal boosters shall be permitted.

Exception: Broadband BDA's may be utilized when specifically authorized in writing by the Public Safety Radio System Operator.

Point of Information

BDA's must also comply with PSERN's (www.psern.org/requirements) detailed requirements, which include channelized, minimum of 28 channels, supporting analog, P25 Phase I (FDMA), and P25 Phase II (TDMA).

510.4.2.5 System monitoring. The emergency responder radio enhancement system shall include automatic supervisory and trouble signals that are monitored by a supervisory service and are annunciated by the fire alarm system in accordance with NFPA 72. The following conditions shall be separately annunciated by the fire alarm system, or, if the status of each of the following conditions is individually displayed on a dedicated panel on the radio enhancement system, a single automatic supervisory signal may be annunciated on the fire alarm system indicating deficiencies of the radio enhancement system:

1. Loss of normal AC power supply.
2. System battery charger(s) failure.
3. Malfunction of the donor antenna(s).
4. Failure of active RF-emitting device(s).
5. Low-battery capacity at 70-percent reduction of operating capacity.
6. Active system component malfunction.
7. Malfunction of the communications link between the fire alarm system and the emergency responder radio enhancement system.

510.4.2.6 Additional frequencies and change of frequencies.

The emergency responder radio coverage system shall be capable of modification or expansion in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC or other radio licensing authority.

510.4.2.7 Design documents.

The fire code official shall have the authority to require “as-built” design documents and specifications for emergency responder communications coverage systems. The documents shall be in a format acceptable to the fire code official.

510.4.2.8 Radio communication antenna density.

Systems shall be engineered to minimize the near-far effect. Radio enhancement system designs shall include sufficient antenna density to address reduced gain conditions.

Exceptions:

1. Class A narrow band signal booster devices with independent AGC/ALC circuits per channel.
2. Systems where all portable devices within the same band use active power control

510.5 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with NFPA 1221 and Sections 510.5.1 through 510.5.7.

510.5.1 Approval prior to installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC or other radio licensing authority shall not be installed without prior coordination and approval of the Public Safety Radio System Operator.

510.5.2 Minimum qualifications of personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC-issued general radio telephone operators license.
2. Certification of in-building system training issued by an approved organization or approved school, or a certificate issued by the manufacturer of the equipment being installed.

510.5.3 Acceptance test procedure. Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is in accordance with Section 510.4.1.

The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal test areas, with a maximum test area size of 6,400 square feet. Where the floor area exceeds 128,000 square feet, the floor shall be divided into as many approximately equal test areas as needed, such that no test area exceeds the maximum square footage allowed for a test area.
2. Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for each of the test grids. A diagram of this testing shall be created for each floor where coverage is provided, indicating the testing grid used for the test in Section 510.5.3(1), and including signal strengths and frequencies for each test area. Indicate all critical areas.
3. Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use Digital Audible Quality (DAQ) metrics, where a passing result is a DAQ of 3 or higher. Communications between handsets shall be tested and recorded in the grid square diagram required by section 510.5.3(2): each grid square on each floor; between each critical area and a radio outside the building; between each critical area and the fire command center or fire alarm control panel; between each landing in each stairwell and the fire command center or fire alarm control panel.
4. Failure of more than 5% of the test areas on any floor shall result in failure of the test.

Exception: Critical areas shall be provided with 99 percent floor area coverage.

5. In the event that two of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of not more than two nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95-percent coverage requirement.
6. A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire test area. Failure in the selected test location shall be considered to be a failure of that test area. Additional test locations shall not be permitted.
7. The gain values of all amplifiers shall be measured, and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
8. As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and at subsequent annual inspections.
9. Systems incorporating Class B signal booster devices or Class B broadband fiber remote devices shall be tested using two portable radios simultaneously conducting subjective voice quality checks. One portable radio shall be positioned not greater than 10 feet (3048 mm) from the indoor antenna. The second portable radio shall be positioned at a distance that represents the farthest distance from any indoor antenna. With both portable radios simultaneously keyed up on different frequencies within the same band, subjective audio testing shall be conducted and comply with DAQ levels as specified in Sections 510.4.1.1 and 510.4.1.2.

10. Documentation maintained on premises. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall place a copy of the following records in the DAS enclosure or the building engineer's office. The records shall be available to the fire code official and maintained by the building owner for the life of the system:
 - a. A certification letter stating that the emergency responder radio coverage system has been installed and tested in accordance with this code, and that the system is complete and fully functional.
 - b. The grid square diagram created as part of testing in Sections 510.5.3(2) and 510.5.3(3).
 - c. Data sheets and/or manufacturer specifications for the emergency responder radio coverage system equipment; back up battery; and charging system (if utilized).
 - d. A diagram showing device locations and wiring schematic,
 - e. A copy of the electrical permit.
11. Acceptance test reporting to fire code official. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall submit to the fire code official a report of the acceptance test by way of the department's third-party vendor thecomplianceengine.com.

510.5.4 FCC compliance.

The emergency responder radio coverage system installation and components shall comply with all applicable federal regulations including, but not limited to, FCC 47 CFR Part 90.219.

510.5.5 Mounting of the donor antenna (s). To maintain proper alignment with the system designed donor site, donor antennas shall be permanently affixed on the highest possible position on the building or where approved by the fire code official. A clearly visible sign shall be placed near the antenna stating, "movement or repositioning of this antenna is prohibited without approval from the fire code official." The antenna installation shall be in accordance with the applicable requirements in the International Building Code for weather protection of the building envelope.

510.5.6 Wiring. The backbone, antenna distribution, radiating, or any fiber-optic cables shall be rated as plenum cables. The backbone cables shall be connected to the antenna distribution, radiating, or copper cables using hybrid coupler devices of a value determined by the overall design. Backbone cables shall be routed through an enclosure that matches the building's required fire-resistance rating for shafts or interior exit stairways. The connection between the backbone cable and the antenna cables shall be made within an enclosure that matches the building's fire-resistance rating for shafts or interior exit stairways, and passage of the antenna distribution cable in and out of the enclosure shall be protected as a penetration per the International Building Code.

510.5.7 Identification Signs. Emergency responder radio coverage systems shall be identified by an approved sign located on or near the Fire Alarm Control Panel or other approved location stating "This building is equipped with an Emergency Responder Radio Coverage System. Control Equipment located in room_____".

A sign stating "Emergency Responder Radio Coverage System Equipment" shall be placed on or adjacent to the door of the room containing the main system components.

510.6 Maintenance.

The emergency responder radio coverage system shall be maintained operational at all times in accordance with Sections 510.6.1 through 510.6.47.

510.6.1 Testing and proof of compliance. The owner of the building or owner's authorized agent shall have the emergency responder radio coverage system inspected and tested annually or where structural changes occur

including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following items (1) through (7):

1. In-building coverage test as required by the *fire code official* as described in Section 510.5.3 “Acceptance test procedure” or 510.6.1.1 “Alternative in-building coverage test”.

Exception: Group R Occupancy annual testing is not required within dwelling units.

2. Signal boosters shall be tested to verify that the gain/output level is the same as it was upon initial installation and acceptance or set to optimize the performance of the system.
3. Backup batteries and power supplies shall be tested under load of a period of 1 hours to verify that they will properly operate during an actual power outage. If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
4. If a fire alarm system is present in the building, a test shall be conducted to verify that the fire alarm system is properly supervising the emergency responder communication system as required in Section 510.4.2.5. The test is performed by simulating alarms to the fire alarm control panel. The certifications in Section 510.5.2 are sufficient for the personnel performing this testing.
5. Other active components shall be checked to verify operation within the manufacturer’s specifications.
6. At the conclusion of the testing, a report, which shall verify compliance with Section 510.6.1, shall be submitted to the *fire code official* by way of the department’s third-party vendor thecomplianceengine.com
7. At the conclusion of testing, a record of the inspection and maintenance along with an updated grid diagram of each floor showing tested strengths in each grid square and each critical area shall be added to the documentation maintained on the premises in accordance with Section 510.5.3.

510.6.1.1 Alternative In-building coverage test. When the comprehensive test documentation required by Section 510.5.3 is available, or the most recent full five-year test results are available if the system is older than six years, the in-building coverage test required by the fire code official in Section 510.6.1(1), may be conducted as follows:

1. Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency’s radio communications system or other equipment approved by the fire code official. Testing shall use Digital Audible Quality (DAQ) metrics, where a passing result is a DAQ of 3 or higher. Communications between handsets in the following locations shall be tested: between the fire command center or fire alarm control panel and a location outside the building; between the fire alarm control panel and each landing in each stairwell.
2. Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for:
 - (a) Three grid areas per floor. The three grid areas to be tested on each floor are the three grid areas with poorest performance in the acceptance test or the most recent annual test, whichever is more recent; and,
 - (b) Each of the critical areas identified in acceptance test documentation required by Section 510.5.3, or as modified by the fire code official; and,
 - (c) One grid square per serving antenna.
3. The test area boundaries shall not deviate from the areas established at the time of the acceptance test, or as modified by the fire code official. The building shall be considered to have acceptable emergency responder radio coverage when the required signal strength requirements in 510.4.1.1 and 510.4.1.2 are located in 95 percent of all areas on each floor of the building and 99 percent in Critical Areas, and any

non-functional serving antenna are repaired to function within normal ranges. If the documentation of the acceptance test or most recent previous annual test results are not available or acceptable to the fire code official, the radio coverage verification testing described in 510.5.3 shall be conducted.

Point of Information

The alternative in-building coverage test provides an alternative testing protocol for the in-building coverage test in subsection (1) of section 510.6.1. There is no change or alternative to annual testing requirements enumerated in subsections (2) – (7) of Section 510.6.1, which must be performed at the time of each annual test.

510.6.2 Additional frequencies.

The building owner shall modify or expand the emergency responder radio coverage system at his or her expense in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC public safety radio system operator or FCC license holder. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this section.

510.6.3 Nonpublic safety system.

Where other nonpublic safety amplification systems installed in buildings reduce the performance or cause interference with the emergency responder communications coverage system, the nonpublic safety amplification system shall be corrected or removed.

510.6.4 Field testing.

Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage or to disable a system that due to malfunction or poor maintenance has the potential to impact the emergency responder radio system in the region.

15.10.080 IFC Section 901.7, Systems out of service, amended.

Section 901.7 shall be amended to read as follows:

Where a fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with at least one means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

15.10.085 IFC Section 903, Automatic sprinkler systems, amended.

Section 903.2, Where required, is amended as follows:

The exception has been deleted

15.10.090 IFC Section 903, Automatic sprinkler systems, amended.

Section 903.2 is amended and supplemented with the addition of a new section 903.2.13 to read:

903.2.13 Additional fire sprinkler requirements.

NEW BUILDINGS

1. An automatic sprinkler system shall be installed in all occupancies requiring 2,000 gallons per minute or more fire flow, or where the gross square footage exceeds 5,000 square feet. This applies to all buildings regardless of type or use as well as townhouses with an aggregate area 5,000 square feet or greater. Fire walls, as noted in Section 705 of the International Building Code, shall not be considered to separate a building to enable deletion of the required sprinkler system.

Exception: Single-family Detached Houses.

2. All newly constructed buildings regardless of gross square footage shall be provided with an automatic sprinkler system if adequate fire flow, hydrant spacing, or approved fire department access is not provided as required in IFC Section 503, Appendix B, and/or Title 15 of the Lake Forest Park Municipal Code.

3. An automatic sprinkler system shall be installed in newly constructed one- and two-family structures if there is not a hydrant capable of providing at least 1,500 gallons per minute of water with 20 psi residual pressure located within 300 feet of the structure, or without approved emergency vehicle access.

EXISTING BUILDINGS

1. The provisions of this section shall apply to existing buildings that are subject to alterations, repairs, modifications or similar improvements where the total cost of the work performed exceeds 50% of the King County Assessor's Office valuation of the structure. Where subsequent alterations, repairs, modifications or similar improvements occur within five years of the first permitted work, the original building valuation shall be used, and the total costs of improvements shall be accumulative.

2. The provisions of this section shall apply to existing buildings where the gross floor area of the building is increased. Additions to buildings that would result in a gross floor area greater than 5,000 square feet shall be retrofitted throughout the addition with an approved automatic sprinkler system.

Exception:

1. The floor area of an existing building may be increased by up to 25%, not to exceed 5,000 square foot floor area increase. This exception shall be allowed one time only and acknowledgement of its use shall be recorded to run with the property title prior to permit issuance.

15.10.095 IFC Section 903.3.1.1, Exempt locations.

Item 6 from Section 903.3.1.1.1 is amended to read:

6. Machine rooms, machinery spaces, control rooms and control spaces associated with traction elevators that comply with Section 8.15.5.3 of NFPA 13 (2016 edition).

15.10.100 IFC Section 903.3.1.2, NFPA 13R sprinkler systems.

Section 903.3.1.2 is amended to read:

Automatic sprinkler systems in Group R occupancies up to and including four stories in height in buildings not exceeding 60 feet in height, as measured from the lowest point of fire department access, shall be permitted to be installed throughout in accordance with NFPA 13R.

The number of stories of Group R constructed in accordance with Sections 510.2 and 510.4 of the International Building Code shall be measured from the horizontal assembly creating separate buildings.

15.10.105 IFC Section 903.4.3, Floor control valves, amended.

Section 903.4.3 is amended to read:

Section 903.4.3 Floor control valves. In multi-level buildings approved, supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

Exception: When approved by the fire code official.

15.10.110 IFC Section 903.5, Testing and maintenance.

Section 903.5 is amended to read:

903.5 Testing and maintenance. Sprinkler systems shall be tested and maintained in accordance with Section 901.

903.5.1 Fire sprinkler and standpipe main/express drains shall be positioned to drain to the sanitary sewer. Additionally, maintenance or testing discharges from fire pumps shall be treated in order to comply with the National Pollution Discharge Elimination System (NPDES) requirements.

15.10.115 IFC Section 907.2, Fire alarm and detection systems, amended.

Section 907.2 is amended to read:

907.2 Where required – new buildings and structures. All occupancies exceeding 3,000 square feet gross floor area shall be required to provide an approved, monitored automatic fire detection system.

Exception: Group U or R-3 occupancies.

An approved fire alarm system installed in accordance with this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this code. Where automatic sprinkler protection installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required.

A minimum of one fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

EXISTING BUILDINGS

The provisions of this section shall apply to existing buildings that are subject to alterations, repairs, modifications or similar improvements where the total cost of the work performed exceeds 50% of the King County Assessor's Office valuation of the structure. Where subsequent alterations, repairs, modifications or similar improvements occur within five years of the first permitted work, the original building valuation shall be used and the total costs of improvements shall be accumulative.

15.10.120 IFC Section 5003.9, General safety precautions, amended.

Section 5003.9 is amended to read:

5003.9 General safety precautions. General precautions for the safe storage, handling or care of hazardous materials shall be in accordance with Sections 5003.9.1 through 5003.9.11.

...

5003.9.11 Manufacturer's limitations. The storage and use of hazardous materials shall not exceed the manufacturer's limitations on shelf life and any other restrictions on use.

15.10.125 IFC 5604, explosives storage.

Section 5604.1 is amended by adding the following:

The storage of blasting agents, detonators, explosives, explosive materials and special industrial explosive devices is prohibited within the city limits.

Exception:

1. Approved storage areas in law enforcement facilities and as otherwise provided in the Municipal Code.
2. When approved by the fire code official.

15.10.130 IFC 5704 and 5706, aboveground storage tanks.

Section 5704.2.9.6.1 is amended to read as follows:

Throughout the City, the use of above ground storage tanks outside of buildings shall be limited to flammable or combustible liquids in outside above ground tanks of 2,000 gallons per tank with an aggregate capacity of 4,000 gallons per site, unless otherwise specifically approved by the fire code official. All above ground storage tanks containing flammable or combustible liquids with a capacity of 500 gallons or more shall be protected tanks designed in accordance with Section 5704.2.9.7 and UL2085, or other systems with prior approval of the fire code official. Above ground combustible liquid tanks, used for the storage of heating oil, for a single-family residence shall not exceed 300 gallons. Above ground flammable liquid tanks shall not be permitted in a residential zone or within 100 feet of a residential zone within the City, except that such tanks may be located at fire stations or municipal facilities. Temporary uses may be permitted during periods of construction with the approval of the fire code official. Permits for above ground tanks shall be approved by the fire code official prior to installation or placement.

Exception: Existing installations exceeding 2,000 gallon tank or aggregate capacity or 4,000 gallons per site shall be allowed to continue until tank replacement is necessary or tank decommissioning.

15.10.135 IFC 5707 On-Demand Mobile Fueling Operations

Section 5707 is amended to read as follows:

5701.1 General. On-demand mobile fueling operations that dispense Class I, II and III liquids into the fuel tanks of motor vehicles shall comply with Sections 5707.1 through 5707.6. 6.

Exception: Fueling from an *approved* portable container in cases of an emergency or for personal use.

5707.1.1 Approval required. Mobile fueling operations shall not be conducted without first obtaining a *permit* and approval from the *fire code official*. Mobile fueling operations shall occur only at *approved* locations. The *fire code official* is authorized to approve individual locations or geographic areas where mobile fueling is allowed.

5707.2 Mobile fueling vehicle. An on-demand mobile fueling vehicle shall be that which is utilized in on-demand fueling operations for the dispensing of Class I, II or III liquids into the fuel tanks of motor vehicles.

5707.2.1 Mobile fueling vehicle classifications. An on-demand mobile fueling vehicle shall be characterized as one of the following:

1. Tier 1 Mobile Fueling Vehicle-A tank_vehicle that complies with NFPA 385 and_that has chassis-mounted tanks where the aggregate capacity does not exceed 1600_gallons (6057 L).
2. Tier 2 Mobile Fueling Vehicle-A vehicle with one or more chassis-mounted tanks or chassis-mounted containers, not to exceed 110 gallons (415 L) capacity and having an aggregate capacity that does not exceed 800 gallons (3028 L) or the weight capacity of the vehicle in accordance with DOTn.
3. Tier 3 Mobile Fueling Vehicle-A vehicle that carries a maximum aggregate capacity_of 60 gallons (227 L) of motor fuel in metal safety cans *listed* in accordance with UL 30 or other *approved* metal containers, each not to exceed 5 gallons (19 L) in capacity.

5707.2.2 Mobile fueling vehicle requirements. Each mobile fueling vehicle shall comply with all local, state and federal requirements, as well as the following:

1. Mobile fueling vehicles with a chassis-mounted tank in excess of 110 gallons (415 L) shall also comply with the requirements of Section 5706.6 and NFPA 385.
2. The mobile fueling vehicle and its equipment shall be maintained in good repair.
3. Safety cans and approved metal containers shall be secured to the mobile fueling vehicle except when in use.
4. Fueling a motor vehicle from tanks or containers mounted in a trailer connected to a mobile fueling vehicle shall be prohibited.

5707.3 Required documents. Documents developed to comply with Sections 5707.3.1 through 5707.3.3 shall be updated as necessary by the *owner* of the mobile fueling operation and shall be maintained in compliance with Section 108.3.

5707.3.1 Safety and emergency response plan. Mobile fueling operators shall have an *approved* written safety and emergency response plan that establishes policies and procedures for fire safety, spill prevention and control, personnel training and compliance with other applicable requirements of this code.

5707.3.2 Training records. Mobile fueling vehicles shall be operated only by designated personnel who are trained on proper fueling procedures and the safety and emergency response plan. Training records of operators shall be maintained.

5707.3.3 Site plan. Where required by the *fire code official*, a site plan shall be developed for each location or area at which mobile fueling occurs. The site plan shall be in sufficient detail to indicate the following:

1. All buildings, structures;
2. *Lot lines* or, property lines;
3. Electric car chargers;
4. Solar photovoltaic parking lot canopies;
5. Appurtenances on site and their use or function;
6. All uses adjacent to the *lot lines* of the site;
7. Fueling locations;
8. Locations of all storm drain openings and adjacent waterways or wetlands;
9. Information regarding slope, natural drainage, curbing, impounding;
10. How a spill will be kept on the site property;
11. Scale of the site plan.

5707.4 Mobile fueling areas. The mobile fueling vehicle and point of connection of the vehicle being fueled shall not occur on public streets, *public ways* or inside *buildings*. Fueling on the roof level of parking structures or other *buildings* is prohibited.

5707.4.1 Separation. The point of connection of the vehicle being fueled shall not take place within 25 feet (7620 mm) of buildings, lot lines, property lines or combustible storage. Mobile fueling vehicles shall not park within 10 feet (3048 mm) of buildings, lot lines, property lines, or combustible storage.

Exceptions:

1. The *fire code official* shall be authorized to decrease the separation distance for dispensing from metal safety cans or other *approved* metal containers in accordance with Section 5707.2.
2. The point of fueling shall not take place within 10 feet (3048 mm) of buildings, lot lines, property lines, or combustible storage when the mobile fueling vehicle has an approved vapor recovery system or is servicing vehicles with on board refueling vapor recovery.

Where dispensing operations occur within 15 feet (4572 mm) of a storm drain, an *approved* storm drain cover or an *approved* equivalent method that will prevent any fuel from reaching the drain shall be used.

5707.4.2 Sources of ignition. Smoking, open flames and other sources of ignition shall be prohibited within

25 feet (7620 mm) of fuel dispensing activities. Signs prohibiting smoking or open flames within 25 feet (7620 mm) of the vehicle or the point of fueling shall be prominently posted on the mobile fueling vehicle. The engines of vehicles being fueled shall be shut off during fueling.

5707.4.3 Electrical equipment. Mobile fueling shall not occur within 20 feet of electrical equipment located within 18 inches of the ground unless such electrical equipment is rated for Class 1, Division 2 hazardous locations in accordance with the National Electrical Code.

5707.5 Equipment. Mobile fueling equipment shall comply with Sections 5707.5.1 through 5707.5.5.

5707.5.1 Dispensing hoses and nozzles. Where equipped, the dispensing hose shall not exceed 50 feet (15 240 mm) in length. The dispensing nozzles and hoses shall be of an *approved* and *listed* type. Where metal-to-metal contact cannot be made between the nozzle and the fuel fill opening, then a means for bonding the mobile fueling vehicle to the motor vehicle shall be provided and employed during fueling operations.

5707.5.2 Break-away device. A listed break-away device shall be provided at the nozzle.

Exception: Mobile fueling vehicles equipped with an approved brake interlock tied to the nozzle holder that prohibits movement of the mobile fueling vehicle when the nozzle is removed from its holder or tied to the delivery of fuel that prevents activation of the pumping system.

5707.5.3 Shut off valve and fuel limit. Mobile fueling vehicles shall be equipped with a listed shutoff valve assembly and a fuel limit switch set to a maximum of 30 gallons (116 L)

5707.5.4 Fire extinguisher. An *approved* portable fire extinguisher complying with Section 906 with a minimum rating of 4A:80-B:C shall be provided on the mobile fueling vehicle with signage clearly indicating its location.

5707.5.5 Spill kit. Mobile fueling vehicles shall contain a minimum 5-gallon (19 L) spill kit of an *approved* type.

5707.6 Operations. Mobile fueling vehicles shall be constantly attended during fueling operations with brakes set and warning lights in operation. Mobile fueling vehicles shall not obstruct emergency vehicle access roads.

5707.6.1 Dispensing hose. Where equipped, mobile fueling vehicles shall be positioned in a manner to preclude traffic from driving over the dispensing hose. The dispensing hose shall be properly placed on an *approved* reel or in an *approved* compartment prior to moving the mobile fueling vehicle.

5707.6.2 Drip control. Operators shall place a drip pan or an absorbent pillow under the nozzle and each fuel fill opening prior to and during dispensing operations to catch drips.

5707.6.3 Safety cones. Safety cones or other visual barriers shall be employed as warning devices to highlight the vehicle fueling area.

5707.6.4 Vehicle lights. The mobile fueling vehicle flasher lights shall be in operation while dispensing operations are in progress.

5707.6.5 Nighttime deliveries. Nighttime deliveries shall only be made in areas deemed adequately lighted by the *fire code official*.

5707.6.6. Spill reporting. Spills shall be reported in accordance with Section 5003.3.1

15.10.140 IFC 5806, flammable cryogenic fluids.

Section 5806.2 is amended to read as follows:

The storage of flammable cryogenic fluids in stationary containers is prohibited within the city limits.

15.10.145 IFC 6104, liquefied petroleum gas.

Section 6104.2 is amended to read as follows:

Throughout the City, the aggregate capacity of any one installation of liquefied petroleum gas shall not exceed five hundred (500) gallons water capacity. This capacity limit may be increased up to, but not to exceed, two thousand (2,000) gallons water capacity if the installation is not within, or closer than 100 feet of a residential zone and must be approved by the fire code official. A permit is required to install a liquefied petroleum gas tank.

Exception: Existing installations exceeding five hundred (500) gallons water capacity, but not exceeding two thousand (2,000) gallons water capacity, shall be allowed to continue.

15.10.150 IFC Appendix B, Fire Flow Requirements for Buildings, amended.

Appendix B, Sections B104.1, B104.2, B105.1, and B105.2, and the footnotes of Table B105.1, are amended to read as follows:

B104.1 General. The fire flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, including basements and attached garages, except as modified in Section B104.3.

B104.2 Area separation. Portions of buildings which are separated by four-hour fire walls without openings, constructed in accordance with the International Building Code, are allowed to be considered as separate fire-flow calculation areas.

B105.1 One- and two-family dwellings. The minimum fire flow requirements for one- and two- family dwellings having a fire-flow calculation area where the gross floor area, including attached garages, does not exceed 3,600 square feet (344.5 m²) shall be 1,500 gallons per minute (3785.4 L/min). Fire flow and flow duration for dwellings having a gross square footage in excess of 3,600 square feet (344.5 m²) shall be not less than that specified in Table B105.1 and the ISO Guide for the Determination of Needed Fire Flow.

B105.2 Buildings other than one- and two-family dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as determined by utilizing Table B105.1 and the ISO Guide for the Determination of Needed Fire Flow.

Exception: A reduction in required fire flow of up to 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the International Building Code. Where buildings are of Type I or II construction and are a light-hazard occupancy as defined by NFPA 13, the reduction may be up to 75 percent. The resulting fire flow shall not be less than 1,500 gallons per minute (5,678 l/min) for the prescribed duration as specified in Table B105.1.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	September 22, 2022
Originating Department	Public Works
Contact Person	Andrew Silvia
Title	Resolution 1857 - Authorizing Mayor to Sign an Agreement with AQUALIS for 2022 Stormwater System Cleaning

Legislative History

- First Presentation - September 22, 2022
-

Attachments:

1. Resolution 1857 – Authorizing the mayor to sign an agreement with New Restoration and Recovery Services, LLC dba AQUALIS for 2022 stormwater system cleaning.
 2. Purchased Services Contract with Restoration and Recovery Services, LLC, dba AQUALIS
-

Executive Summary

The Department of Public Works (DPW) seeks to award a purchased service contract in the amount of \$55,020.00 to AQUALIS for stormwater system cleaning services. AQUALIS submitted the lowest-priced bid to complete the contract in response to DPW's publicly advertised solicitation. Completion of this work is required per the terms of the City's National Pollutant Discharge Elimination System (NPDES) Phase II Western Washington Municipal Stormwater Permit ("Permit") administered by the WA Department of Ecology. Sufficient funding to support the contract is available in the City's surface water management fund.

Background

The Permit (Section S5.C.7) requires municipal separate storm sewer (MS4) operators, including the City, to inspect certain elements of its stormwater system bi-annually and establish the minimum thresholds used to determine when maintenance is necessary. The Permit requires that the City clean catch basins and storm drains, if necessary, as determined by a qualified inspection of these assets. DPW completed the required inspection earlier this year and developed a scope of required cleaning work based on inspection results. This scope

of work was included in an Invitation to Bid (ITB) that DPW publicly advertised on August 9, 2022. DPW received three bids in response to the ITB on September 7, 2022. DPW evaluated the bids and determined that the lowest responsive and responsible offer was submitted by AQUALIS in the amount of \$55,020.00. DPW confirmed the availability of funds in the City's operating budget to support the contract and prepared a draft agreement to be executed by the City and AQUALIS. Upon authorization, contract work will begin within ten days of contract execution and completion within 45 working days.

Fiscal & Policy Implications

The contract is fully supported by the Surface Water Management Fund as part of the current adopted budget. The contract price will be \$55,020.00 and does not need additional budget allocations.

Alternatives

<i>Options</i>	<i>Results</i>
• Adopt Resolution	The City will contract with AQUALIS for 2022 Stormwater System Cleaning, enabling our continued compliance with the Permit.
• No Action	The City will not contract with AQUALIS and risks failure to comply with the Permit. This could potentially lead to monetary penalties assessed by the Department of Ecology.

Staff Recommendation

Move to adopt Resolution 1857 authorizing the Mayor to execute the purchased service contract with AQUALIS.

RESOLUTION NO. 1857**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PURCHASED SERVICE CONTRACT AGREEMENT WITH NEW RESTORATION AND RECOVERY SERVICES LLC DBA AQUALIS FOR 2022 STORMWATER SYSTEM CLEANING.**

WHEREAS, the National Pollutant Discharge Elimination System (NPDES) Phase II Western Washington Municipal Stormwater Permit ("Permit") requires that the City clean stormwater system catch basins and storm drainage pipes as needed based on the results of qualified biannual inspections; and

WHEREAS, the Department of Public Works (DPW) determined the scope of stormwater system cleaning work required per inspections completed earlier this year and publicly advertised an Invitation to Bid (ITB) on a contract to complete the required cleaning work on August 9, 2022; and

WHEREAS, DPW received three bids from contractors on September 7, 2022 in response to its ITB; and

WHEREAS, DPW reviewed the bids and determined that New Restoration and Recovery Services, LLC dba AQUALIS ("AQUALIS") submitted the lowest responsive and responsible bid in the amount of \$55,020.00 and subsequently prepared the draft Purchase Service Agreement included herewith as Attachment 1; and

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the agreement with AQUALIS included herewith as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 22nd day of September, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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

ATTACHMENT 1

CITY OF LAKE FOREST PARK PURCHASED SERVICE CONTRACT Agreement Title: 2022 Stormwater System Cleaning

THIS CONTRACT, is made and entered, by and between the CITY OF LAKE FOREST PARK, a Washington municipal corporation (the "City"), and New Restoration and Recovery Services, LLC dba AQUALIS (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Lake Forest Project 2022 Stormwater System Cleaning; and

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

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

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

1. Scope of Work to be Accomplished. The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for completing the Work provided for in this Contract

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

3. Time of Completion. The Contractor shall complete the Work in all respects within 45 working days from the date written in the Notice to Proceed ("Contract Time"). The Notice to Proceed is anticipated to be issued, upon approval by the City Administrator and/or their designee, within 10 calendar days of contract execution.

4. Payment.

4.1 The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with Exhibit C to this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice. The total amount to be paid shall not exceed \$55,020.00.

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

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

6. Insurance. See insurance provision in General Conditions sections 1.17 and 1.18.

7. Prevailing Wages

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

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

OR

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

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

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Lake Forest Park Municipal Code and ordinances of the City of Lake Forest Park. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

City of Lake Forest Park

Contact Name: Andrew Silvia

Street Address: 17425 Ballinger Way NE

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

Phone: 206-957-2836

Contact email: asilvia@cityoflfp.gov

TO CONTRACTOR:

Contractor: AQUALIS

Contact Name: _____

Street Address: 20909 70th Ave W

City, State, Zip: Edmonds, WA 98026

Phone: _____

Contact email: _____

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

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the last date signed below.

CITY OF LAKE FOREST PARK, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A

SCOPE OF WORK

A. Location

- i. All 506 catch basin structures and pipes subject to the Work are located in various public, local roads in the City of Lake Forest Park, WA. No work will be performed on private property.
- ii. A GIS map showing the locations where catch basin and/or pipe cleaning is required may be viewed at this web address:
<https://lfp.maps.arcgis.com/apps/mapviewer/index.html?webmap=9ec99ae5c20a4cd3a8c68b7d591ca2a4>

B. General Requirements

- i. The Contractor shall provide and implement all temporary work zone traffic control measures that may be necessary to effect the safe and orderly diversion of vehicular, pedestrian, and bicycle traffic around the Contractor's operations. Road closures shall not be implemented as a traffic control measure. All costs for temporary work zone traffic control shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
- ii. The Contractor's means and methods used to execute the Work shall not cause physical alteration or damage to the municipal separate storm sewer system (MS4) assets subject to the Work. It is recognized that there are some conditions such as broken pipe that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall not be required to clean affected pipe sections. Immediately upon discovery of conditions that prevent cleaning or pose risk of damage, the Contractor shall notify the City of such conditions.
- iii. The Contractor's means and methods used to execute the Work shall ensure that waste material removed from the MS4 is conveyed securely to a watertight receptacle (e.g. vacuum truck debris tank) for hauling to the disposal facility and shall not permit waste material to be discharged outside of the MS4 or downstream within the MS4. Any waste material spilled or discharged during the cleaning process shall be completely removed from the discharge site immediately following the spill.
- iv. Contractor shall provide disposal of waste materials removed from the MS4 in accordance with applicable law and regulations. Applicable regulations include, but are not limited to, the Western Washington Phase II Municipal Stormwater Permit administered by the WA Department of Ecology. The City calls Respondents' attention to the fact that this regulation prohibits the practice of decanting collected liquid waste material back into the City's MS4.
- v. During the term of this contract, the City intends to provide the Contractor with access to potable water from a metered water service ("water supply") located at 19350 47th Avenue NE, Lake Forest Park, WA 98155 ("water supply site") at no cost to the Contractor. At its option, the Contractor may use water obtained from the water supply to support its execution of the Work, subject to the following conditions:
 - The Contractor shall not use water obtained from the water supply outside of the City or for any purpose not directly related to and supportive of the Work.

- The Contractor shall coordinate with City Department of Public Works (DPW) as needed to arrange for access to the water supply. A DPW representative must accompany the Contractor to the water supply site and facilitate the Contractor's use of the water supply. DPW will provide the Contractor access to the water supply up to two (2) times per day during normal working hours. In no case shall the Contractor provide DPW with less than one (1) hours' notice of its requested access to the water supply. The duration of each of the Contractor's visits to access the water supply shall not exceed 30 minutes at the water supply site.
- The City offers no guarantee or assurance to the Contractor regarding the availability of water or accessibility of the water supply site. If the water supply is inaccessible for any reason during the contract, the Contractor shall not be entitled to compensation for any of its costs that may arise therefrom, nor shall the City be required to provide the Contractor with an alternate water supply.
- The City reserves the right to rescind the Contractor's access to the water supply or recover its own costs from the Contractor that may arise from the Contractor's failure to comply with the above-listed conditions.

C. Contract Task Specifications

The Contract Tasks (CT) described in this section correspond to the Contract Tasks noted in the Proposal Form in the Invitation to Bid. Specifications for execution, measurement, and payment of work are as follows:

CT-1 – Clean Catch Basin

i. Description

- This work includes mobilizing to work sites, removing waste material from catch basins, and hauling and disposing of collected wastes.
 - One of the catch basins subject to the work of CT-1 closely matches the specifications of a King County standard "Type 2" catch basin¹. All other catch basins subject to the work of CT-1 closely match the specifications of a King County standard "Type 1" catch basin.
 - The locations of catch basins to be cleaned per this Contract Task are shown as "Sump_Full_Only" and "Sump_and_Pipe_Full" structures on the GIS map referenced in Section A of this Exhibit.
 - Waste material includes liquid, sediment, grit, trash, debris, vegetation, or other material that may have accumulated in the catch basin interior.

ii. Execution

- Remove catch basin grate and temporarily store grate in a secure location. Uncovered catch basins shall not be left unattended for any length of time.

¹ King County standard figures, including Type 1 and Type 2 Catch Basins, can be accessed here:

<https://kingcounty.gov/~media/depts/local-services/roads/2016-road-standards/2016-kcroadstands-figures.ashx?la=en>

- Remove all waste material from catch basin interior such that drainage is unobstructed and only trace amounts of waste material may remain.
- Return the catch basin grate to a secure setting on the structure frame.
- Haul and provide legal disposal of waste material removed from each catch basin.

iii. Measurement and Payment

- CT-1 will be measured and paid per each catch basin cleaned.
- Contractor shall submit to the City an identifiable photograph of each catch basin illustrating completed cleaning work, which the City will use to measure the quantity of catch basins cleaned. An identifiable photo of a catch basin is an electronic image file that either contains GPS/other location information or is named per the catch basin structure ID shown on the City's GIS map.
- Contractor shall submit to the City waste disposal receipts issued by a duly licensed facility showing the quantity of material disposed, or equivalent documentation, which the City will use to validate the measurement based on submitted photographs.

CT-2 – Clean Stormwater Pipe

i. Description

- This work includes mobilizing to work sites, removing roots and waste material from existing stormwater pipes, and hauling and disposing of collected wastes. Waste material is defined in the CT-1 specification.
- The locations and attributes of pipes subject to the work of CT-2 are shown as "Pipe_Full" and "Sump_and_Pipe_Full" structures on the GIS map referenced in Section A of this Exhibit. The City understands all pipes subject to this work to be 12" diameter or smaller.

ii. Execution

- Remove grate from the catch basin used to access the pipe ("cleaning access structure") and temporarily store grate in a secure location. Uncovered catch basins shall not be left unattended for any length of time.
- Remove all waste material from pipes that are more than 20% full of waste material as determined by Contractor's observations at the cleaning access structure.
- Remove waste material collected in the cleaning access structure to such an extent that drainage is unobstructed and only trace amounts of waste material may remain.
- Return the catch basin grate to a secure setting on the structure frame.
- Haul and provide legal disposal of waste material removed from the pipe(s).

iii. Measurement and Payment

- CT-2 will be measured and paid per hour of pipe cleaning work undertaken at the work site (cleaning access structure).
- Contractor shall maintain a log to track where pipe cleaning work has been completed which shall document the cleaning access structure ID number (from GIS map), size and material of the pipe(s) cleaned and the hours

expended to complete the cleaning. The log will be submitted to the City with applicable requests for payment for CT-2 work.

CT-3 – Minor Changes

- i. Description
 - Payments or credits for changes to the Work amounting to \$1,000 or less may be made under the Bid item “Minor Changes”. At the discretion of the City, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in the executed Agreement.
 - If the City identifies a needed change to the Work, the City will provide the Contractor a copy of the completed order for Minor Changes. The agreement for the Minor Changes will be documented by signature of the Contractor, or notation of verbal agreement.
- ii. Execution (not used)
- iii. Measurement and Payment
 - CT-3 will be measured and paid by Force Account in accordance with Section 1-09.6 of the WSDOT Standard Specifications. For the purpose of providing a common proposal for all Respondents, the City has entered an amount for “Minor Changes” in the Proposal Form to become a part of the total Price.

EXHIBIT B

GENERAL CONDITIONS

1.01 ALTERATION OR MODIFICATION OF SPECIFICATIONS AND PLANS

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

1.02 ADDITIONS OR DELETIONS

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

1.03 NOTICE TO PROCEED

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

1.04 HOURS OF WORK

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

1.05 CONTRACT TIME LIMIT

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

1.06 DELAYS & EXTENSION OF TIME

- A. The Contractor herewith specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the City. In Lieu thereof, the Contractor will be granted equitable extensions of time for which liquidated damages will not otherwise be claimed by the City under the following circumstances:
1. A delay caused the Contractor by any suit or other legal action against the City will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the City will, upon request of the Contractor, in writing, either negotiate a termination of the Contract or grant a further extension of time, whichever may at the time be in the best interests of the City.
 2. Time lost due to inclement weather which could not have been anticipated by Contractor, subject to the approval of the City, will entitle the Contractor to an extension equivalent to the total time lost, whether it be a single continuous period or the accumulated total of several periods.
 3. If the volume of the specified work, measured in dollars, is increased over the total value shown in the Contractor's Bid Proposal, at the time the award of the Contract is made, the Contractor will, if the City agrees, be granted an extension of time proportionately equal to the impact on the Contract Time caused by the increase in the total value.
 4. Should other unforeseen conditions occur beyond the reasonable control of Contractor, or should performance of work under a Change Order make the work more complex or difficult than originally specified and described in the Contract, and such work, in the Contractor's opinion, requires more time to execute than allowed by the Contract, the Contractor shall notify the City in writing prior to the performance of such work, setting forth in detail its estimate of the added time required for such work. The City will, if such estimate is approved, allow an equitable extension of the Contract Time.
- B. Suspension of work by City
1. The City may order all or any of the Work suspended for such period as it deems proper because of unsuitable weather or such other conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the Work, or because of the failure of the Contractor to perform any provisions of the Contract or orders given to him/her. The Contractor shall not suspend work unless ordered or authorized to do so by the City, and the Contractor shall immediately comply with such an order when given. The Contractor shall resume the suspended work when ordered by the City to do so.
 2. Suspension of work by the City shall not be grounds for any claim by the Contractor for damages. The periods of suspension including but not limited to unsuitable weather conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the Work, shall be allowed as non-working calendar days unless the City concludes that the Contractor could have performed the suspended work if he/she had

diligently prosecuted the Work prior to such suspension, and the Contract completion date shall be extended by such number of calendar days of parts thereof. This time extension shall be the Contractor's sole remedy and the Contractor shall not be entitled to any damages for delay associated with such suspension of work. Any suspension due to the failure of the Contractor to carry orders or perform work shall not be grounds for allowance of time but shall be counted as work days and not relieve the Contractor from any responsibility assigned under the Contract.

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

1.07 CONTRACT RESTRICTION

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

1.08 LIMITATIONS REGARDING CONTRACTOR'S CLAIMS FOR DAMAGES

- A. All claims to the City for all work and damages of any kind arising from this Contract, shall be limited to the maximum amount appropriated by the City for this Project. Funds for this Project are limited and are public funds derived through Federal, State, Utility and or City taxes or property assessments appropriated for this Project through the budgeting process. The City's decision to award this Project is based upon the supposition that all costs will be held within the appropriated amount. The total Project appropriation shall be as stated in the City budget authorizing the Work herein. In the event the Project funding or appropriation equals the amount under Contract and an irreconcilable dispute between the City and the Contractor which the Contractor views as a breach of contract by the City excusing the Contractor from further performance, the Contractor and the City may agree to increase the Project appropriation and preserve the rights of both parties to future settlements or final resolution by a court of law.
- B. Contractor agrees to limit all claims for extra work or damages of any kind whatsoever relating to this Contract to prices established by the units and lump sums bid herein and/or direct costs as provided under the force account provisions of WSDOT APWA, Section 1-09.6. By acceptance of a contract for the work herein, Contractor waives all claims for payment of damages which include or are computed on total costs of job performance, extended

overhead, or other similar methods which do not relate to the prices stated herein or are not specific as to the actual, direct costs of contract work as defined in the WSDOT APWA force account provisions.

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

1.09 EQUIPMENT AND MATERIALS SPECIFIED

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

1.10 SAFETY MEASURES

- A. All Work under this Contract shall be performed in a safe manner. The Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA or any other jurisdiction, and all other applicable safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.
- B. The City's Project Manager's review of the Contractor's work plan, sequence, schedule or performance does not and is not intended to include review or approval of the adequacy of the Contractor's safety measures in, on, or near the construction site. The Project Manager does not purport to be a safety expert, is not so engaged in that capacity under this Contract, and has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of Work for claimed violations thereof.
- C. The Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

1.11 CHANGES IN THE WORK

- A. The City may, at any time, without notice to the sureties, and without invalidating this Contract, by order designated or indicated to be a change order or directive, make any change, including modifications to, additions to or deletions from the Work within the general scope of the Contract, including but not limited to changes:
 - 1. In the Scope of Work;
 - 2. In the quantities or performance of the Work;
 - 3. In the City-furnished facilities, equipment, materials, services or site; or
 - 4. Directing acceleration or suspension of the performance of the Work.
- B. If the Contractor intends to assert a claim for a change in work he/she shall, within 10 calendar days after the furnishing of its notice, submit to the City a written statement setting forth the general nature and monetary and other impact of such order, unless this period is extended, in writing, by the City.
- C. Approval of certain changes and overruns must be made by the City. Therefore, it is imperative that changes or overruns be anticipated to allow enough time for approval prior to commencing the affected work.
- D. Changes in the Work may be authorized in accordance with the General Conditions; charges for the work covered by approved change orders shall be submitted by the Contractor on an approved breakdown sheet and, unless otherwise agreed, the costs shall be determined in the following manner:
 - 1. Additive Changes: Include direct labor costs, including foreman; direct costs of materials and equipment to be entered into the work; ownership or rental costs of any equipment during the time of use on the extra work per the current blue book; insurance; social security, old age and unemployment contributions; industrial insurance; direct contributions to labor as fringe benefits; subcontractor's proposals; plus a maximum of 10% of the total of the items listed hereinbefore as overhead and profit, which shall include the cost of performance bonds, and the cost of all "offsite, extended, or unabsorbed" overhead. The markup for overhead and profit, including the cost of performance bonds, for work performed by major subcontractors including mechanical and electrical subcontractors, shall be limited to a maximum of 8%.
 - 2. Deductive Changes: Include direct labor costs, including foreman; direct costs of materials and equipment to be entered into, or omitted from, the work; ownership or rental costs of any equipment during the time of use for the period of the change; insurance; social security, old age and unemployment contributions; industrial insurance; direct contributions to labor as fringe benefits; subcontractor's proposals; plus 8% of the total items listed hereinbefore as a factor for overhead and profit. The factor for overhead and profit which shall be deducted for the work of major subcontractors including mechanical and electrical subcontractors shall be 5%.

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

1.12 INCREASED OR DECREASED QUANTITIES

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

1.13 CORRECTIVE WORK

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

1.14 METHODS AND EQUIPMENT

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

1.15 LICENSES, INSPECTIONS, PERMITS, AND TAXES

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

1.16 WORKER'S BENEFITS

- A. The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the City may retain such payments from any money due the Contractor and pay the same into the appropriate fund.
- B. The Contractor shall include in the various items in the Bid Proposal all costs for payment of unemployment compensation and for providing either or both of the insurance

coverages. The Contractor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the US Department of Labor or the Washington State Department of Labor and industries regarding the insurance coverage.

- C. After Final Completion of all Work on the Project, the Contractor shall submit a "Request for Release" to the Washington State Department of Labor and industries on the form they provide. The "Request for Release" form of the Department of Labor and Industries is also for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums.

1.17 CONTRACTOR'S LIABILITY & PROPERTY DAMAGE INSURANCE

- A. The Contractor shall not commence Work under this Contract until the Contractor has furnished evidence (in duplicate copy) of all policies of insurance required hereunder, and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to commence Work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor for any damages arising from Contractor's performance of the Work.
- B. The Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability and Automobile Liability Insurance, as detailed herein. The insurance policies shall include the City, and others if required by the Contract Documents, as Additional Named Insureds. All insurance policies shall be endorsed to provide that no policy shall be canceled, materially changed or reduced in coverage until after thirty (30) days prior written notice has been delivered to the City. The word "endeavor" is not acceptable language regarding this required notification period. There shall also be included contractual coverage sufficiently broad to insure the CONDITIONS of Subsection 3.18 "Hold Harmless" clause.
- C. Commercial General Bodily Injury and Property Damage Insurance shall include:
 - 1. Premises & Operations;
 - 2. City and Contractor's Protective
 - 3. Products Liability, including Completed Operations Coverage;
 - 4. Contractual Liability;
 - 5. Broad Form Property Damage.
- D. Automobile Bodily Injury and Property Damage Insurance shall be written with limits of liability as required by the Supplementary General Conditions but shall in no case be for limits less than \$1,000,000 Combined Single Limit. Coverage shall include:
 - 1. All owned automobiles;
 - 2. Non-owned automobiles;
 - 3. Hired automobiles.
- E. The insurance coverage's listed above shall protect the Contractor and the City from claims for damages for bodily injury, including death resulting therefrom, as well as claims for

property damage, which may arise from operations under this Contract, whether such operations be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the Contractor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this Project.

- F. Commercial General Liability Insurance shall be written with limits of liability in no case less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in the aggregate.
- G. Umbrella Liability Insurance shall be written on a following form basis with limits of in no case less than \$2,000,000.
- H. Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.
- I. Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including loss of use thereof, and shall not exclude:
 - 1. ("X") Injury to or destruction of any property arising out of blasting or explosion;
 - 2. ("C") Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due:
 - a. to excavation, including borrowing, filling or backfilling in connection therewith, or tunneling, pile driving, cofferdam Work or caisson Work, or
 - b. to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
 - 3. ("U") Injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling, or
 - a. Injury to or destruction of property at any time resulting therefrom.
- J. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.
- K. The Contractor shall furnish the City, certified copies of the insurance policy or policies, including all endorsements required hereunder, within ten calendar days following notice of award.

1.18 COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

- A. The Contractor shall maintain Workmen's Compensation Insurance as required by State statute for all of his/her employees to be engaged in work on the project under this contract. Should any work be subcontracted, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work. The Contractor's Labor and Industries account number shall be noted in the Bid Proposal in the space provided.
- B. In the event any class of employees engaged in work under this Contract at the site of the Project is not covered under the Workmen's Compensation Insurance as required by the State statute, the Contractor shall provide and shall cause each subcontractor to provide

Employer's Liability Insurance with a private insurance company for limits of at least \$100,000 each person and \$300,000 each accident and furnish satisfactory evidence of the same.

1.19 POSSESSION

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

1.20 RISK OF LOSS

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

1.21 APPLICABLE LAW AND FORUM

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

1.22 DISPUTE RESOLUTION

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

1.23 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Unless the Contractor is exempt by Presidential Executive Order 11246 as amended by Executive Order 11375, the Contractor agrees not to discriminate against any client, employee, or applicant for employment of services because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap

with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; lay-offs or termination's; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the City of Lake Forest Park unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely; this includes the compliance with Sections 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1984.

1.24 MINORITY AND WOMEN BUSINESS ENTERPRISE

- A. Contractor agrees that he/she shall actively solicit the employment of minority group members.

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

END OF SECTION

EXHIBIT C

BID TABULATION

Owner: City of Lake Forest Park, WA
Project Name: 2022 Stormwater System Cleaning
Bid Opening Date: 9/7/2022
Bid Tabulation By: Andrew Silvia
Senior Project Manager, City of Lake Forest Park

				AQUALIS			Downstream Services, Inc.			Pro-Pipe, Inc.		
Bid Item #	Bid Item Description	Unit	QTY	Unit Price	Total Price	Corrected Total	Unit Price	Total Price	Corrected Total	Unit Price	Total Price	Corrected Total
CT-1	Clean Catch Basin	EA	506	\$70.00	\$35,420.00	\$35,420.00	\$71.81	\$36,334.45	\$36,335.86	\$105.00	\$53,130.00	\$53,130.00
CT-2	Clean Stormwater Pipe	HR	100	\$186.00	\$18,600.00	\$18,600.00	\$211.57	\$21,157.00	\$21,157.00	\$421.69	\$42,169.00	\$42,169.00
CT-3	Minor Changes	FA	1	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00
sum:					\$55,020.00	\$55,020.00		\$58,491.45	\$58,492.86		\$96,299.00	\$96,299.00

Denotes error in bid

Note: In the Scope of work (Attachment 2 to the Invitation to Bid), the City clearly described its intent to establish a not-to exceed amount of \$1,000.00 for Contract Task CT-3 and the City entered this amount as the Extended Price in the Proposal Form for the purpose of providing a common proposal for all bidders. Two bidders did not fill in the unit price for CT-3 but the Extended Total Price of \$1000.00 was as included by the City. Per the Invitation to Bid the Extended Price of \$1,000.00 has been used for all bidders.

EXHIBIT D

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Section 10, Item A.
Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City Administrator Report

City of Lake Forest Park

Date: September 22, 2022

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Jeff Johnson
Leadership Team

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

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

I. Intergovernmental and local issues update.

Police Department

Notable Incidents

Officers delivered a message to a family that lives in LFP of a loved one that died in a fire. These incidents are very tough to deliver and often used with police/fire chaplains.

Officers responded to a domestic violence call at Woodland North Apartments. The victim reported that she was a victim of domestic abuse but had never reported incidents in the past. Probable cause for arrest was developed on her boyfriend for harassment.

Officers handled a civil situation with a mother that has child custody issues with a father in Texas.

Officers responded to a welfare check at Animal Acres Park. One of the occupants in the vehicle was unresponsive and naked in the passenger seat. Medical aid was called but the subject declined treatment or transport to hospital. The passenger had been using heroin.

Several suspicious circumstances incidents occurred including a subject walking around a stolen vehicle and did not know where she was, juveniles in the park hanging out while officers observed drug paraphernalia in their vehicle, and a known subject with mental health issues that believed she was stalked (turned out to be an Amazon delivery person).

Officers contacted a subject in his vehicle parked at one of the parks. The driver had been drinking and was waiting to sober up.

Repeated calls from one person regarding music noise at Sheridan Market. Officer measured noise which was within allowable limits. Officer spoke with owner of the establishment and discussed limitations. Complainant stated music drowned out her television. Officer went to the area. Music could not be heard over normal traffic noise. Ongoing issue with one reporting party. On previous occasions, officers confirmed not a noise disturbance.

Officers were dispatched to a possible assault. The subject stated her brother, and his wife are going to hurt her. When officers arrived, she stated that her brother and his wife are threatening her. She stated that her brother raped in in the past and that his wife is sending her messages through her mind. She thought there was someone downstairs turning off on one the lights teasing her. She believed it was her brother. Officers offered to check. As they went downstairs, they observed large portions of rat feces. She refused any services and didn't want to leave the home. Officers advised that they would be sending a RADAR navigator to speak with her. The RADAR navigator (Svetlana) arrived and gave the subject some numbers to call to help her. Svetlana is working with her the family to help her find another place and clean up the rat feces.

WE ARE HIRING!

The Lake Forest Park Police Department is now hiring for an entry-level or lateral officer. If you are interested in a law enforcement career or you are considering a lateral move, please check our website

<https://www.cityoflfp.gov/167/Police-Department>.



We would like to congratulate Detective Craig Teschlog for becoming a certified Community Resiliency Model (CRM) Teacher, through the Trauma Resource Institute-which is a nonprofit organization devoted to cultivating trauma-informed and resiliency-focused individuals and communities throughout the world. CRM is designed to assist individuals who have experienced distressing events. As a police investigator, Det. Teschlog will be able to utilize this new set of skills not only with adults and children who have experienced traumatic events (like victims or witnesses of a crime) but also with coworkers. If you want to know more about the Trauma Resource Institute, please check <https://traumaresourceinstitute.com/>

Public Works Department

This year's annual paving program includes 35th Avenue NE from NE 190th Street to NE 202nd Street. Site preparation began on September 6 and the paving was performed during the week of September 12. Curb will be placed in the coming weeks to provide a safer pathway on the west side.





As part of our traffic calming and safety improvements, a Chicane was installed improve safety around 37th and 178th.



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

Contracts with various performers and for audio equipment for Picnic in the Park were approved administratively.

VI. Legislative Update**VII. Community Events****2022 Picnic in the Park and NE 178th St Culvert Community Mural Painting**

Despite the smoke and heat, Picnic in the Park was a success returning after a two year absence. Attendees enjoyed booth activities by LFP community partners, food trucks, the Reptile Man, two musical performances, Public Works Big Rigs, Fire Truck, educational giveaways and more! This year over 200 volunteers joined the NE 178th Culvert Mural Painting with Austin Picinich, the 17-year-old high school artist along with the Lake Forest Park Stewardship Foundation, ShoreLake Arts, and Urban ArtWorks, coordinated the 188-ft-long 'Save Our Salmon Mural,' a "mural with a purpose," with the goal of raising awareness for salmon restoration in McAleer Creek. Touchups and an anti-graffiti coat of paint will happen in the next few weeks, but the community paint day was a huge success! Looking forward to bringing the community back together and growing Picnic in the Park in 2023! Big thanks to our Public Works Crew for getting the park, culvert crossing, traffic control and more prepped and ready for a successful day!





VIII. Upcoming City Sponsored Events

IX. Meetings Calendar

[City Council Budget & Finance Committee Special Meeting \(hybrid meeting\)](#)

September 26, 2022, 6:00 PM - 8:00 PM @ City Hall and via Zoom

[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)

September 28, 2022, 7:00 PM - 8:30 PM @ City Hall and via Zoom

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

October 4, 2022, 7:00 PM - 8:30 PM

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

October 5, 2022, 7:00 PM - 8:30 PM @ City Hall and via Zoom

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

October 5, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom

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

October 11, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom

North King County Coalition on Homelessness

October 13, 2022, 1:00 PM - 3:00 PM @ This meeting will be held virtually.

City Council Work Session Meeting (hybrid meeting)

October 13, 2022, 6:00 PM - 7:00 PM @ City Hall and via Zoom

City Council Regular Business Meeting (hybrid meeting)

October 13, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom